

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 CONTRACT

2 **30708**

3 THIS CONTRACT is made and entered, in duplicate, as of July 1, 2008 for  
4 reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on June 17, 2008, by and between PALP, INC.  
6 DBA EXCEL PAVING COMPANY, a California corporation ("Contractor"), whose address  
7 is 2230 Lemon Avenue, Long Beach, California 90806 and the CITY OF LONG BEACH,  
8 a municipal corporation ("City").

9 WHEREAS, Taxiway Delta at the Long Beach Airport is showing signs of  
10 pavement separation that need to be addressed at this time to insure the safety of the  
11 aircraft utilizing this taxiway; and

12 WHEREAS, Contractor has performed similar work for the airport and is  
13 prepared to begin these repairs immediately and, by reason of the foregoing, no useful  
14 purpose would be served by advertising for bids and to do so would constitute an idle and  
15 useless act and an unnecessary expenditure of public funds;

16 NOW, THEREFORE, in consideration of the mutual terms and conditions  
17 herein, the parties agree as follows:

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
20 work described in "Plans & Specifications No. R-6757 for Repairs to Taxiway D From  
21 North of Taxiway E to North of Taxiway D1 at the Long Beach Airport in the City of Long  
22 Beach, California," said work to be performed according to the Contract Documents  
23 identified below. However, this Contract is intended to provide to City complete and  
24 finished work and, to that end, Contractor shall do everything necessary to complete the  
25 work, whether or not specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and  
28 work in the manner described below, not to exceed Eight Hundred Fifty Four

1 Thousand Two Hundred Fifty-One Dollars and Thirty-eight Cents (\$854,251.38)  
2 plus a twenty-five percent (25%) contingency amount, if necessary, at the rates or  
3 charges shown in Exhibit "A".

4 B. Contractor shall submit requests for progress payments and  
5 City will make payments in due course of payments in accordance with Section 9  
6 of the Standard Specifications for Public Works Construction (latest edition).

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: Plans & Specifications No.  
9 R-6757 (which may include by reference the Standard Specifications for Public  
10 Works Construction, latest edition, and any supplements thereto, collectively the  
11 "Standard Specifications"); the City of Long Beach Standard Plans; Plans and  
12 Drawings No. B-4369 for this work; the California Code of Regulations; the various  
13 Uniform Codes applicable to trades; the prevailing wage rates; the City of Long  
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;  
15 this Contract and all documents attached hereto or referenced herein including but  
16 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
17 Proceed; Notice of Completion; any addenda or change orders issued in  
18 accordance with the Standard Specifications; any permits required and issued for  
19 the work; approved final design drawings and documents; and the Information  
20 Sheet. These Contract Documents are incorporated herein by the above  
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
23 if any conflict or inconsistency exists or develops among or between Contract  
24 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;  
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6757; 5)  
26 Addenda; 6) Plans and Drawings No. B-4369; 7) the City of Long Beach Standard  
27 Plans; 8) Standard Specifications; 9) other reference specifications; and 10) other  
28 reference plans.

1                   4.     TIME FOR CONTRACT. Contractor shall commence work on a date  
2 to be specified in a written "Notice to Proceed" from City and shall complete all work  
3 within fifteen (15) working days thereafter, subject to strikes, lockouts and events beyond  
4 the control of Contractor. Time is of the essence hereunder. City will suffer damage if  
5 the work is not completed within the time stated, but those damages would be difficult or  
6 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
7 amount stated in the Contract Documents.

8                   5.     ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The  
9 acceptance of any work or the payment of any money by City shall not operate as a  
10 waiver of any provision of any Contract Document, of any power reserved to City, or of  
11 any right to damages or indemnity hereunder. The waiver of any breach or any default  
12 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

13                   6.     WORKERS' COMPENSATION CERTIFICATION. Concurrently  
14 herewith, Contractor shall submit certification of Workers' Compensation coverage in  
15 accordance with California Labor Code Sections 1860 and 3700, a copy of which is  
16 attached hereto as Exhibit "B".

17                   7.     CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
18 upon City by Contractor for and on account of any extra or additional work performed or  
19 materials furnished, unless such extra or additional work or materials shall have been  
20 expressly required by the City Manager and the quantities and price thereof shall have  
21 been first agreed upon, in writing, by the parties hereto.

22                   8.     CLAIMS. Contractor shall, upon completion of the work, deliver  
23 possession thereof to City ready for use and free and discharged from all claims for labor  
24 and materials in doing the work and shall assume and be responsible for, and shall  
25 protect, defend, indemnify and hold harmless City from and against any and all claims,  
26 demands, causes of action, liability, loss, costs or expenses for injuries to or death of  
27 persons, or damages to property, including property of City, which arises from or is  
28 connected with the performance of the work.

1           9.     INSURANCE. Prior to commencement of work, and as a condition  
2 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence  
3 of all insurance required in the Contract Documents.

4           In addition, Contractor shall complete and deliver to City the form  
5 (“Information Sheet”) attached as Exhibit “C” and incorporated by reference, to comply  
6 with Labor Code Section 2810.

7           10.    WORK DAY. Contractor shall comply with Sections 1810 through  
8 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
9 penalty to City, the sum of Twenty-five Dollars (\$25) for each worker employed by  
10 Contractor or any subcontractor for each calendar day such worker is required or  
11 permitted to work more than eight (8) hours unless that worker receives compensation in  
12 accordance with Section 1815.

13           11.    PREVAILING WAGE RATES. Contractor is directed to the  
14 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)  
15 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
16 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
17 work done by Contractor, or any subcontractor, under this Contract.

18           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

19           A.     If the work is terminated pursuant to an order of any Federal  
20 or State authority, Contractor shall accept as full and complete compensation  
21 under this Contract such amount of money as will equal the product of multiplying  
22 the Contract price stated herein by the percentage of work completed by  
23 Contractor as of the date of such termination, and for which Contractor has not  
24 been paid. If the work is so terminated, the City Engineer, after consultation with  
25 Contractor, shall determine the percentage of work completed and the  
26 determination of the City Engineer shall be final.

27           B.     If Contractor is prevented, in any manner, from strict  
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties  
2 City may by resolution of the City Council suspend performance hereunder until  
3 the cause of disability is removed, extend the time for performance, make changes  
4 in the character of the work or materials, or terminate this Contract without liability  
5 to either party.

6 13. NOTICES.

7 A. Any notice required hereunder shall be in writing and  
8 personally delivered or deposited in the U.S. Postal Service, first class, postage  
9 prepaid, to Contractor at the address first stated herein, and to the City at 333  
10 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice  
11 of change of address shall be given in the same manner as stated herein for other  
12 notices. Notice shall be deemed given on the date deposited in the mail or on the  
13 date personal delivery is made, whichever first occurs.

14 B. Except for stop notices and claims made under the Labor  
15 Code, City will notify Contractor when City receives any third party claims relating  
16 to this Contract in accordance with Section 9201 of the Public Contract Code.

17 14. BONDS. Contractor shall, simultaneously with the execution of this  
18 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
19 form attached hereto and in the amount specified therein, conditioned upon the faithful  
20 performance of this Contract by Contractor, and a good and sufficient corporate surety  
21 bond, in the form attached hereto and in the amount specified therein, conditioned upon  
22 the payment of all labor and material claims incurred in connection with this Contract.

23 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
24 any of the moneys that may become due Contractor hereunder may be assigned by  
25 Contractor without the written consent of City first had and obtained, nor will City  
26 recognize any subcontractor as such, and all persons engaged in the work of  
27 construction will be considered as independent contractors or agents of Contractor and  
28 will be held directly responsible to Contractor.

1                   16.   CERTIFIED PAYROLL RECORDS. Contractor shall keep and  
2 cause each subcontractor to keep an accurate payroll record in accordance with Division  
3 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such  
4 record to City in the manner provided herein for notices shall entitle City to withhold the  
5 penalty prescribed by law from progress payments due to Contractor.

6                   17.   RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
7 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
8 and custody of the work. If any loss or damage occurs to the work that is not covered by  
9 collectible commercial insurance, excluding loss or damage caused by earthquake or  
10 flood or the negligence or willful misconduct of City, then Contractor shall immediately  
11 make the City whole for any such loss or pay for any damage. If Contractor fails or  
12 refuses to make the City whole or pay, then City may do so and the cost and expense of  
13 doing so shall be deducted from the amount due Contractor from City hereunder.

14                   18.   CONTINUATION. Termination or expiration of this Contract shall not  
15 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
16 prior to termination or expiration of this Contract.

17                   19.   TAXES AND TAX REPORTING.

18                   A.   As required by federal and state law, City is obligated to report  
19 the payment of compensation to Contractor on Form 1099-Misc. and Contractor  
20 acknowledges that Contractor is not entitled to payment under this Contract until it  
21 has provided its Employer Identification Number to City. Contractor shall be solely  
22 responsible for payment of all federal and state taxes resulting from payments  
23 under this Contract.

24                   B.   Contractor shall cooperate with City in all matters relating to  
25 taxation and the collection of taxes, particularly with respect to the self-accrual of  
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
27 materials, equipment, supplies, or other tangible personal property totaling over  
28 \$100,000 shipped from outside California, a qualified Contractor shall complete

1 and submit to the appropriate governmental entity the form in Appendix "A"  
2 attached hereto; and (ii) for construction contracts and subcontracts totaling  
3 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
4 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
5 at least \$500,000 in tangible personal property that was subject to sales or use tax  
6 in the previous calendar year.

7 C. In completing the form and obtaining the permit(s), Contractor  
8 shall use the address of the Work site as its business address and may use any  
9 address for its mailing address. Copies of the form and permit(s) shall also be  
10 delivered to the City Engineer. The form must be submitted and the permit(s)  
11 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
12 order any materials or equipment over \$100,000 from vendors outside California  
13 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
14 shall be a material breach of this Contract. In addition, Contractor shall make all  
15 purchases from the Long Beach sales office of its vendors if those vendors have a  
16 Long Beach office and all purchases made by Contractor under this Contract  
17 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
18 Long Beach. Contractor shall require the same form and permit(s) from its  
19 subcontractors.

20 D. Contractor shall not be entitled to and by signing this Contract  
21 waives any claim or damages for delay against City if Contractor does not timely  
22 submit these forms to the appropriate governmental entity. Contractor may  
23 contact the City Controller at (562) 570-6450 for assistance with the form.

24 20. ADVERTISING. Contractor shall not use the name of City, its  
25 officials or employees in any advertising or solicitation for business, nor as a reference,  
26 without the prior approval of the City Manager, City Engineer or designee.

27 21. AUDIT. If payment of any part of the consideration for this Contract  
28 is made with federal, state or county funds and a condition to the use of those funds by

1 City is a requirement that City render an accounting or otherwise account for said funds,  
2 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
3 extract information from, and copy all books, records, accounts and other information  
4 relating to this Contract.

5           22. NO PECULIAR RISK. Contractor acknowledges and agrees that the  
6 work to be performed hereunder does not constitute a peculiar risk of bodily harm and  
7 that no special precautions are required to perform said work.

8           23. THIRD PARTY BENEFICIARY. This Contract is intended by the  
9 parties to benefit themselves only and is not in any way intended or designed to or  
10 entered for the purpose of creating any benefit or right of any kind for any person or entity  
11 that is not a party to this Contract.

12           24. SUBCONTRACTORS. Contractor agrees to and shall bind every  
13 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
14 create any obligation on the part of City to pay any subcontractor except in accordance  
15 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
16 with this Section shall be deemed a material breach of this Contract. A list of  
17 subcontractor(s) submitted by Contractor in compliance with Public Contract Code  
18 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this  
19 reference.

20           25. NO DUTY TO INSPECT. No language in this Contract shall create  
21 and City shall not have any duty to inspect, correct, warn of or investigate any condition  
22 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
23 regulations relating to said work. If City does inspect or investigate, the results thereof  
24 shall not be deemed compliance with or a waiver of any requirements of the Contract  
25 Documents.

26           26. GOVERNING LAW. This Contract shall be governed by and  
27 construed pursuant to the laws of the State of California (except those provisions of  
28 California law pertaining to conflicts of laws).



1           27. INTEGRATION. This Contract, including the Contract Documents  
2 identified in Section 3 hereof, constitutes the entire understanding between the parties  
3 and supersedes all other agreements, oral or written, with respect to the subject matter  
4 herein.

5           28. COSTS. If there is any legal proceeding between the parties to  
6 enforce or interpret this Contract or to protect or establish any rights or remedies  
7 hereunder, the prevailing party shall be entitled to its costs, including reasonable  
8 attorney's fees.

9           29. NONDISCRIMINATION. In connection with performance of this  
10 Contract and subject to federal laws, rules and regulations, Contractor shall not  
11 discriminate in employment or in the performance of this Contract on the basis of race,  
12 religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or  
13 disability. It is the policy of the City to encourage the participation of Disadvantaged,  
14 Minority and Women-Owned Business Enterprises, and the City encourages Contractor  
15 to use its best efforts to carry out this policy in the award of all subcontracts.

16           30. DEFAULT. Default shall include but not be limited to Contractor's  
17 failure to perform in accordance with the Plans and Specifications, failure to comply with  
18 any Contract Document, failure to pay any penalties, fines or charges assessed against  
19 Contractor by any public agency, failure to pay any charges or fees for services  
20 performed by the City, and if Contractor has substituted any security in lieu of retention,  
21 then default shall also include City's receipt of a stop notice. If default occurs and  
22 Contractor has substituted any security in lieu of retention, then in addition to City's other  
23 legal remedies, City shall have the right to draw on the security in accordance with Public  
24 Contract Code Section 22300 and without further notice to Contractor. If default occurs  
25 and Contractor has not substituted any security in lieu of retention, then City shall have  
26 all legal remedies available to it.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation

July 15, 2008, 2008

By C.P. Brown

**C.P. BROWN, PRESIDENT**

Type or Print Name

July 15, 2008, 2008

By Michele E. Drakulich

**MICHELE E. DRAKULICH ASST. SECRETARY**

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 16, 2008

By [Signature] Assistant City Manager  
City Manager

"City"

**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

This Contract is approved as to form on July 16, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature] Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 7-15-08 before me, CELESTE A. GRAHAM NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared PALP INC. DBA EXCEL PAVING CO. BY C.P. BROWN PRESIDENT AND  
MICHELE E. DRAKULICH ASST. SECRETARY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Celeste A. Graham  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

|  |                     |
|--|---------------------|
| <b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>                    |                     |
| _____<br>(Title or description of attached document)           |                     |
| _____<br>(Title or description of attached document continued) |                     |
| Number of Pages _____  | Document Date _____ |
| _____<br>(Additional information)                              |                     |

|  |  |
|--|--|
| <b>CAPACITY CLAIMED BY THE SIGNER</b>      |  |
| <input type="checkbox"/> Individual (s)    |  |
| <input type="checkbox"/> Corporate Officer |  |
| _____<br>(Title)                           |  |
| <input type="checkbox"/> Partner(s)        |  |
| <input type="checkbox"/> Attorney-in-Fact  |  |
| <input type="checkbox"/> Trustee(s)        |  |
| <input type="checkbox"/> Other _____       |  |

**INSTRUCTIONS FOR COMPLETING THIS FORM**

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# EXHIBIT “A”

## Scope of Work

## Exhibit A

The Contractor shall perform the following work at the prices indicated below in accordance with Plans and Specifications No. R-6757 for the Construction of Repairs to Taxiway D from North of Taxiway E to North of Taxiway D1. The work includes mobilization, cold milling of existing asphalt pavement which has a layer of Glasgrid material within the depth of the cold milling, constructing deep patch repairs, placement of an asphalt concrete overlay, and striping. Work includes disposal of all materials removed.

| Item  | Unit                                      | Cost   |
|-------|---|--|
| 1.    | Mobilization                              | Lump Sum<br><br>\$666,251.38                 |
|       | Cold Mill ¾" to 4" Thick                  |  |
|       | Cold Mill ½" Thick with Glasgrid Material |  |
|       | P-401, Bituminous Pavement                |  |
|       | P-603, Tack Coat                          |  |
|       | P-620, Striping and Marking               |  |
| 2.    | Deep Patch Repair                         | Time and Materials<br>Estimated at \$188,000 |
| Total |   | \$854,251.38                                 |

**Notes:**

1. The lump sum price for Item #1 is based on a unit cost of \$161.00 per ton for P-401 Bituminous Pavement.
2. The cost of Item #1 includes a credit of \$69,356.36 to the City for a correction to the amount paid for P-401 under the original contract for Taxiway D. There was an overpayment on the original contract due to an incorrect calculation of the Percentage Within Limits.
3. Item #2 is based on an estimate of 10% of the area needing to be deep-patched prior to overlaying with P-401. This item may be \$0 or exceed the amount shown.

**WORKERS' COMPENSATION CERTIFICATION**

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name: **PALP. INC. DBA  
EXCEL PAVING COMPANY**

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Signature of Contractor, or a corporate officer  
of Contractor, or a general partner of Contractor



**G.P. BROWN, PRESIDENT**


Title: \_\_\_\_\_

Date: July 15, 2008

**EXHIBIT "B"**

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: A1CW50210704
  - B. Name of Insurer (**NOT** Broker): OLD REPUBLIC GENERAL INS. CORP.
  - C. Address of Insurer: 55 SO. LAKE AVE., #560, PASADENA, CA 91101
  - D. Telephone Number of Insurer: 626/683-5201
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): TBD
  - B. Automobile Liability Insurance Policy Number: A1CA50210704
  - C. Name of Insurer (**NOT** Broker): OLD REPUBLIC GENERAL INS. CORP.
  - D. Address of Insurer: 55 SO. LAKE AVE., #560, PASADENA, CA 91101
  - E. Telephone Number of Insurer: 626/683-5201
  
- 3) Address of Property used to house workers on this Contract, if any: N/A
  
- 4) Estimated total number of workers to be employed on this Contract: 12
  
- 5) Estimated total wages to be paid those workers: \$18,000.00
  
- 6) Dates (or schedule) when those wages will be paid: WEEKLY
  
- (Describe schedule: For example, weekly or every other week or monthly)
  
- 7) Estimated total number of independent contractors to be used on this Contract: THREE
  
- 8) Taxpayer's Identification Number: 

# EXHIBIT “D”

List of Subcontractors:



LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of ½ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

| <u>Name and Address of Subcontractor</u> | <u>Classification or Type of Work</u>                 |
|--|---|
| Name <u>PCI</u>                          | <u>STRIPING</u>                                       |
| Address <u>1105 HILL ST.</u>             | Dollar Amount of Contract \$ <u>10,450.00</u>         |
| City <u>LONG BEACH, CA 90806</u>         | DBE / MBE / WBE / Racial Origin _____<br>(circle one) |
| Phone No. <u>562/218-0504</u>            | License No. <u>823802</u>                             |
| Name <u>PRSI</u>                         | <u>COLD PLANE</u>                                     |
| Address <u>121 N MAIN ST.</u>            | Dollar Amount of Contract \$ <u>40,950.00</u>         |
| City <u>RIVERSIDE, CA 92502</u>          | DBE / MBE / WBE / Racial Origin _____<br>(circle one) |
| Phone No. <u>909/682-1091</u>            | License No. <u>569352</u>                             |
| Name <u>LA BELLE MARVIN</u>              | <u>QC TESTING</u>                                     |
| Address <u>2700 S. GRAND AVE.</u>        | Dollar Amount of Contract \$ <u>19,500.00</u>         |
| City <u>SANTA ANA, CA 92705</u>          | DBE / MBE / WBE / Racial Origin _____<br>(circle one) |
| Phone No. <u>714/546-3468</u>            | License No. <u>N/A</u>                                |
| Name _____                               | _____   |
| Address _____                            | Dollar Amount of Contract \$ _____                    |
| City _____                               | DBE / MBE / WBE / Racial Origin _____<br>(circle one) |
| Phone No. _____                          | License No. _____                                     |
| Name _____                               | _____   |
| Address _____                            | Dollar Amount of Contract \$ _____                    |
| City _____                               | DBE / MBE / WBE / Racial Origin _____<br>(circle one) |
| Phone No. _____                          | License No. _____                                     |
| Name _____                               | _____   |
| Address _____                            | Dollar Amount of Contract \$ _____                    |
| City _____                               | DBE / MBE / WBE / Racial Origin _____<br>(circle one) |
| Phone No. _____                          | License No. _____                                     |

BOND FOR FAITHFUL PERFORMANCE

Bond No. 8215-31-82

Premium: \$ 5,400.00

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation, as PRINCIPAL, and Federal Insurance Company located at 555 So. Flower St., L.A. CA 90071, a corporation, incorporated under the laws of the State of Indiana, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of NINE HUNDRED THOUSAND DOLLARS (\$900,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for EMERGENCY REPAIRS NEEDED FOR TAXIWAY DELTA AT THE LONG BEACH AIRPORT IN THE CITY OF LONG BEACH, CALIFORNIA and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 15th day of July, 2008.

PALP Inc. dba Excel Paving Company

Contractor

By: C.P. Brown

Name: C.P. BROWN

Title: PRESIDENT

By: Michele E. Drakulich

Name: MICHELE E. DRAKULICH

Title: ASST. SECRETARY

Approved as to form this 16th day of July, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy City Attorney

Federal Insurance Company

SURETY, admitted in California

By: Douglas A. Rapp

Name: Douglas A. Rapp

Title: Attorney in Fact

Telephone: (949) 457-1060

Approved as to sufficiency this 15 day of July, 2008.

By: [Signature]  
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 7-15-08 before me, CELESTE A. GRAHAM NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared PALP INC. DBA EXCEL PAVING CO. BY C.P. BROWN PRESIDENT AND  
MICHELE E. DRAKULICH ASST. SECRETARY

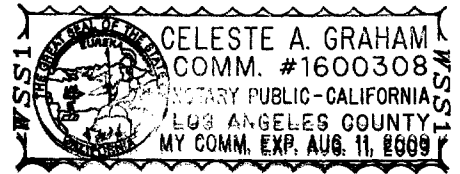
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in his/her/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Celeste A. Graham  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

|   |
|---|
| <b>DESCRIPTION OF THE ATTACHED DOCUMENT</b><br><br>_____<br>(Title or description of attached document)<br><br>_____<br>(Title or description of attached document continued) |
| Number of Pages _____ Document Date _____<br><br>_____<br>(Additional information)  |

|   |
|---|
| <b>CAPACITY CLAIMED BY THE SIGNER</b><br><input type="checkbox"/> Individual (s)<br><input type="checkbox"/> Corporate Officer<br>_____<br>(Title)<br><input type="checkbox"/> Partner(s)<br><input type="checkbox"/> Attorney-in-Fact<br><input type="checkbox"/> Trustee(s)<br><input type="checkbox"/> Other _____ |
|---|

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On JUL 15 2008 before me, Linda A. Kight, Notary Public  
(Here insert name and title of the officer)

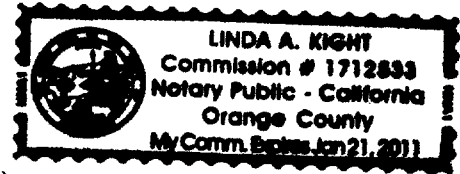
personally appeared Douglas A. Rapp

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Linda A. Kight*  
 \_\_\_\_\_  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
 (Title or description of attached document)

\_\_\_\_\_  
 (Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
 (Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
 (Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp or Linda D. Coats of Laguna Hills, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of January, 2004

*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

*Frank E. Robertson*  
Frank E. Robertson, Vice President

STATE OF NEW JERSEY }  
County of Somerset } ss.

On this 22nd day of January, 2004, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Karen A. Price  
Notary Public State of New Jersey  
No. 2231647  
Commission Expires Oct. 31, 2004

*Karen A. Price*  
Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 15th day of July, 2008



*Kenneth C. Wendel*  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

LABOR AND MATERIAL BOND

Bond No. 8215-31-82  
Premium Included

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation, as PRINCIPAL, and Federal Insurance Company, located at 555 So. Flower St., L.A., CA 90071, a corporation, incorporated under the laws of the State of Indiana, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of NINE HUNDRED THOUSAND DOLLARS (\$900,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for EMERGENCY REPAIRS NEEDED FOR TAXIWAY DELTA AT THE LONG BEACH AIRPORT IN THE CITY OF LONG BEACH, CALIFORNIA and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 15th day of July, 2008.

PALP Inc. dba Excel Paving Company

Contractor

By: C.P. Brown

Name: C.P. BROWN

Title: PRESIDENT

By: Michele E. Drakulich

Name: MICHELE E. DRAKULICH

Title: ASST. SECRETARY

Federal Insurance Company

SURETY, admitted in California

By: Douglas A. Rapp

Name: Douglas A. Rapp

Title: Attorney in Fact

Telephone: (949) 457-1060

Approved as to form this 16<sup>th</sup> day of July, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy City Attorney

Approved as to sufficiency this 15 day of July, 2008.

By: [Signature]  
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 7-15-08 before me, CELESTE A. GRAHAM NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared PALP INC. DBA EXCEL PAVING CO. BY C.P. BROWN PRESIDENT AND  
MICHELE E. DRAKULICH ASST. SECRETARY

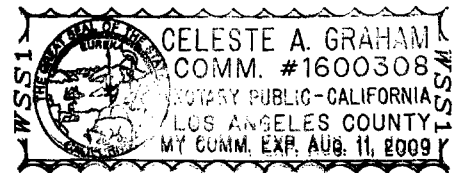
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Celeste A. Graham  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On JUL 15 2008 before me, Linda A. Kight, Notary Public  
(Here insert name and title of the officer)

personally appeared Douglas A. Rapp

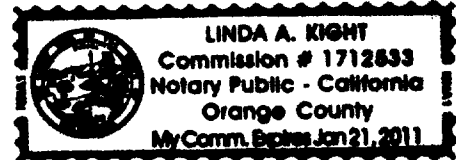
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

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(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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- Securely attach this document to the signed document





POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp or Linda D. Coats of Laguna Hills, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of January, 2004

Kenneth C. Wendel, Assistant Secretary (signature)

Frank E. Robertson, Vice President (signature)

STATE OF NEW JERSEY } ss.
County of Somerset

On this 22nd day of January, 2004, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Karen A. Price
Notary Public State of New Jersey
No. 2231647
Commission Expires Oct. 31, 2004

(signature)
Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 15th day of July, 2008



Kenneth C. Wendel, Assistant Secretary (signature)

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com