

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

CONTRACT

**31766**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

THIS CONTRACT is made and entered, in duplicate, as of August 4, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 3, 2010, by and between ALL AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street, Corona, California 92879, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Improvement of Wardlow Road between Clark Avenue and Palo Verde Avenue in the City of Long Beach, California," bids were received, publicly opened on June 28, 2010 and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6848;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans & Specifications No. R-6848 for the Improvement of Wardlow Road between Clark Avenue and Palo Verde Avenue in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Improvement of Wardlow Road between

1 Clark Avenue and Palo Verde Avenue in the City of Long Beach, California,"  
2 attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,  
8 Plans & Specifications No. R-6848 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach  
11 Standard Plans; Plans and Drawings No. C-5829 for this work; the California Code  
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing  
13 wage rates; Instructions to Bidders; the Bid; the bid security; 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-6848; 5)  
26 Addenda; 6) Plans and Drawings No. C-5829; 7) the City of Long Beach Standard  
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

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 sixty (60) 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.

2                   A.    Contractor shall keep and shall cause each subcontractor  
3 performing any portion of the work under this Contract to keep an accurate payroll  
4 record, showing the name, address, social security number, work classification,  
5 straight time and overtime hours worked each day and week, and the actual per  
6 diem wages paid to each journeyman, apprentice, worker, or other employee  
7 employed by Contractor or subcontractor in connection with the work, all in  
8 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
9 payroll records for Contractor and all subcontractors shall be certified and shall be  
10 available for inspection at all reasonable hours at the principal office of Contractor  
11 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure  
12 to furnish such records to City in the manner provided herein for notices shall  
13 entitle City to withhold the penalty prescribed by law from progress payments due  
14 to Contractor.

15                   B.    Upon completion of the work, Contractor shall submit to the  
16 City certified payroll records for Contractor and all subcontractors performing any  
17 portion of the work under this Contract. Certified payroll records for Contractor  
18 and all subcontractors shall be maintained during the course of the work and shall  
19 be kept by Contractor for up to three (3) years after completion of the work.

20                   C.    The foregoing is in addition to, and not in lieu of, any other  
21 requirements or obligations established and imposed by any department of the  
22 City with regard to submission and retention of certified payroll records for  
23 Contractor and subcontractors.

24                   17.    RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
25 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
26 and custody of the work. If any loss or damage occurs to the work that is not covered by  
27 collectible commercial insurance, excluding loss or damage caused by earthquake or  
28 flood or the negligence or willful misconduct of City, then Contractor shall immediately

1 make the City whole for any such loss or pay for any damage. If Contractor fails or  
2 refuses to make the City whole or pay, then City may do so and the cost and expense of  
3 doing so shall be deducted from the amount due Contractor from City hereunder.

4 18. CONTINUATION. Termination or expiration of this Contract shall not  
5 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
6 prior to termination or expiration of this Contract.

7 19. TAXES AND TAX REPORTING.

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

14 B. Contractor shall cooperate with City in all matters relating to  
15 taxation and the collection of taxes, particularly with respect to the self-accrual of  
16 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
17 materials, equipment, supplies, or other tangible personal property totaling over  
18 \$100,000 shipped from outside California, a qualified Contractor shall complete  
19 and submit to the appropriate governmental entity the form in Appendix "A"  
20 attached hereto; and (ii) for construction contracts and subcontracts totaling  
21 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
22 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
23 at least \$500,000 in tangible personal property that was subject to sales or use tax  
24 in the previous calendar year.

25 C. Contractor shall create and operate a buying company, as  
26 defined in State of California Board of Equalization Regulation 1699, subpart (h),  
27 in City if Contractor will purchase over \$10,000 in tangible personal property  
28 subject to California sales and use tax.

1 D. In completing the form and obtaining the permit(s), Contractor  
2 shall use the address of the Work site as its business address and may use any  
3 address for its mailing address. Copies of the form and permit(s) shall also be  
4 delivered to the City Engineer. The form must be submitted and the permit(s)  
5 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
6 order any materials or equipment over \$100,000 from vendors outside California  
7 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
8 shall be a material breach of this Contract. In addition, Contractor shall make all  
9 purchases from the Long Beach sales office of its vendors if those vendors have a  
10 Long Beach office and all purchases made by Contractor under this Contract  
11 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
12 Long Beach. Contractor shall require the same cooperation with City, with regards  
13 to subsections B, C and D under this section (including forms and permits), from  
14 its subcontractors and any other subcontractors who work directly or indirectly  
15 under the overall authority of this Contract.

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

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

23 21. AUDIT. If payment of any part of the consideration for this Contract  
24 is made with federal, state or county funds and a condition to the use of those funds by  
25 City is a requirement that City render an accounting or otherwise account for said funds,  
26 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
27 extract information from, and copy all books, records, accounts and other information  
28 relating to this Contract.



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

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

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

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

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

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

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

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

13           30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
14 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
15 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long  
16 Beach Municipal Code, as amended from time to time.

17           A. During the performance of this Contract, the Contractor  
18 certifies and represents that the Contractor will comply with the EBO. The  
19 Contractor agrees to post the following statement in conspicuous places at its  
20 place of business available to employees and applicants for employment:

21           "During the performance of a Contract with the City of Long Beach,  
22 the Contractor will provide equal benefits to employees with spouses and its  
23 employees with domestic partners. Additional information about the City of  
24 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
25 Long Beach Business Services Division at 562-570-6200."

26           B. The failure of the Contractor to comply with the EBO will be  
27 deemed to be a material breach of the Contract by the City.

28           C. If the Contractor fails to comply with the EBO, the City may

1 cancel, terminate or suspend the Contract, in whole or in part, and monies due or  
2 to become due under the Contract may be retained by the City. The City may also  
3 pursue any and all other remedies at law or in equity for any breach.

4 D. Failure to comply with the EBO may be used as evidence  
5 against the Contractor in actions taken pursuant to the provisions of Long Beach  
6 Municipal Code 2.93 et seq., Contractor Responsibility.

7 E. If the City determines that the Contractor has set up or used  
8 its contracting entity for the purpose of evading the intent of the EBO, the City may  
9 terminate the Contract on behalf of the City. Violation of this provision may be  
10 used as evidence against the Contractor in actions taken pursuant to the  
11 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor  
12 Responsibility.

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

24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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.

ALL AMERICAN ASPHALT, a California corporation

AUGUST 6, 2010

By [Signature]  
President  
DAN D. SISBMORE  
Type or Print Name

AUGUST 6, 2010

By [Signature]  
Secretary  
MARK WILK  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

8.23, 2010

By [Signature]  
City Manager  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on 8/12

2010.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

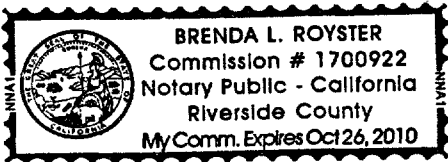
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of Riverside

On August 6, 2010 before me, Brenda L. Royster, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Dan D. Sisemore and Mark Luer  
Name(s) of Signer(s)



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brenda L. Royster  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Contract - City of Long Beach

Document Date: August 4, 2010 Number of Pages: 12

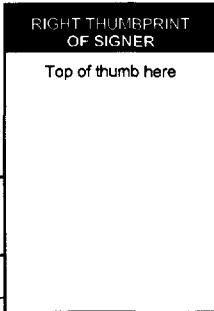
Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Dan D. Sisemore

- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

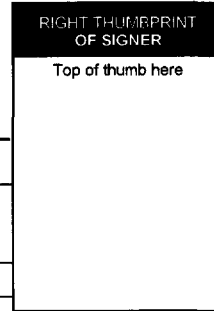
Signer is Representing:  
All American Asphalt



Signer's Name: Mark Luer

- Individual
- Corporate Officer — Title(s): Secretary
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

Signer is Representing:  
All American Asphalt



# **EXHIBIT A**

BIDDER'S NAME: ALL AMERICAN ASPHALT

**BID TO THE CITY OF LONG BEACH  
IMPROVEMENT OF WARDLOW ROAD BETWEEN  
CLARK AVENUE AND PALO VERDE AVENUE**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on June 28, 2010 at 1:00 p.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6848 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Concrete Removal	575	CY	120-	69000-
2.	Bituminous Pavement Removal	375	CY	75-	28125-
3.	Root Pruning	816	LF	18-	14688-
4.	Tree Pruning	68	Ea	185-	12580-
5.	Unclassified Excavation	495	CY	45-	22275-
6.	Adjust City Manhole Frame & Cover	42	Ea	575-	24150-
7.	Adjust L.A.C.S.D. Manhole Frame & Cover	3	Ea	575-	1725-
8.	Adjust Water Gate Box & Cover	83	Ea	210-	17430-
9.	Adjust Gas Valve Box & Cover	6	Ea	210-	1260-
10.	Replace Pull Box	5	Ea	525-	2625-
11.	Survey Monument Type C with Casting & Cover	1	Ea	550-	550-
12.	Adjust Survey Monument Casting & Cover	17	Ea	500-	8500-
13.	Reset 6" Spike and Washer	1	Ea	325-	325-
14.	PCC Median Curb, GB Type A1	8,930	LF	10.50	93765-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15.	PCC Curb, GB Type A1, Integral	535	LF	13-	6955-
16.	PCC Curb & Gutter, GB Type A2, W=1.5'	1,775	LF	<del>33<sup>RB</sup></del> 19-	33725-
17.	PCC Sidewalk, 3" Thick	16,935	SF	3.50	59272.50
18.	Curb Ramp Detectable Warning Surface	840	SF	39-	32760-
19.	PCC Driveway Apron, 4" Thick	4,550	SF	4-	18200-
20.	PCC Driveway Apron, 6" Thick	220	SF	5-	1100-
21.	PCC Cross Gutter	4,855	SF	8-	38840-
22.	(S) Stamped Concrete, 4" Thick	1,280	SF	7-	8960-
23.	Crushed Miscellaneous Base	335	CY	25-	8375-
24.	(S) Cold Milling Asphalt Concrete Pavement	58,105	SY	1.70	98778.50
25.	Asphalt Concrete Pavement	875	Ton	93-	81375-
26.	Asphalt Rubber Hot Mix (ARHM)	6,860	Ton	76-	521360-
27.	(S) Pavement Markers, Markings and Traffic Striping	1	LS	27000-	27000-
28.	(S) Permanent Roadway Signing	1	LS	8150-	8150-
29.	(S) Loop Detectors	26	Ea	200-	5200-
30.	(S) Bicycle Loop Detectors	30	Ea	200-	6000-
31.	(S) Temporary Traffic Control Devices	1	LS	<del>41854-</del> 49000 <sup>RB</sup>	<del>41854-</del> 49000 <sup>RB</sup>
32.	Electronic Changeable Message Board	4	Ea	2100-	8400-

TOTAL AMOUNT BID

1,303,303.00

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.



Where did your company first hear about this City of Long Beach Public Works project?

GREENSHEET

---

---

---

**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:

ALL AMERICAN ASPHALT

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



Title: MARK UBER, SECRETARY

Date: AUGUST 6, 2010

**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: BB1070243
  - B. Name of Insurer (NOT Broker): SEABRIGHT INSURANCE CO.
  - C. Address of Insurer: 681 S. PARKER #200 - ORANGE, CA 92868
  - D. Telephone Number of Insurer: 714-918-5941
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): UNKNOWN AT THIS TIME
  - B. Automobile Liability Insurance Policy Number: 72UEN GK5491K2
  - C. Name of Insurer (NOT Broker): HARTFORD FIRE INSURANCE CO.
  - D. Address of Insurer: P.O. BOX 2333 - BREA, CA 92822-2333
  - E. Telephone Number of Insurer: 714-674-1200
  
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
NONE
  
- 4) Estimated total number of workers to be employed on this Contract: UNKNOWN
- 5) Estimated total wages to be paid those workers: UNKNOWN AT THIS TIME
- 6) Dates (or schedule) when those wages will be paid: \_\_\_\_\_  
UNKNOWN AT THIS TIME  
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
UNKNOWN AT THIS TIME
  
- 8) Taxpayer's Identification Number: # 

EXHIBIT "C"

# **EXHIBIT D**

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 1/2 of 1 percent of the Prime Contractor's total bid.

Name And Address Of Subcontractor	Classification Or Type Of Work
Name <u>loopmasters</u>	<u>electrical</u>
Address <u>4740 E Bryson</u> <u>Anaheim RB</u>	Dollar amount of contract \$ <u>\$9,802-</u>
City <u>Anaheim, CA</u>	DBE / MBE / <input checked="" type="radio"/> WBE / Racial Origin _____ (Circle one)
Phone no. <u>714 630 8894</u>	License No. <u>755319</u>

Name <u>Patterned concrete</u>	<u>Stamped concrete</u>
Address <u>4365 E Lowell St #D</u>	Dollar amount of contract \$ <u>6848-</u>
City <u>Ontario CA</u>	DBE / MBE / WBE / Racial Origin _____ (Circle one)
Phone no. <u>909 390 3914</u>	License No. <u>578968</u>

Name <u>Ranch Rock Corp/SCI</u>	<u>striping</u>
Address <u>1450 N Fitzgerald Ave</u>	Dollar amount of contract \$ <u>32,375-</u>
City <u>Rialto, CA</u>	DBE / MBE / WBE / Racial Origin _____ (Circle one)
Phone no. <u>909 546 1020</u>	License No. <u>923649</u>

Name <u>Case land survey</u>	<u>Survey</u>
Address <u>614 N Eckhoff St</u>	Dollar amount of contract \$ <u>20,350</u>
City <u>Orange, CA</u>	DBE / MBE / WBE / Racial Origin _____ (Circle one)
Phone no. <u>714 628 8948</u>	License No. <u>LS 5411</u>

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

tree service  
PO Box 3280 orange, CA  
714 997 1913

tree pruning  
\$12,240-  
1054 0210

BOE-400-DP (FRONT) REV 2. (8-05)  
**APPLICATION FOR  
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

*Please type or print clearly. Read instructions on reverse before completing this form.*

**SECTION I - BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

**SECTION III - CERTIFICATION STATEMENT**

I hereby certify that I qualify for a *Use Tax Direct Payment Permit* for the following reason: (Please check one of the following)

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a *Use Tax Direct Payment Permit*.

*The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.*

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

**USE TAX DIRECT PAYMENT PERMIT**  
(General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
  - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
  - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

Premium: \$5,539.00

Bond No. 7617228

Premium subject to adjustment upon completion. BOND FOR FAITHFUL PERFORMANCE

Executed in Two (2) Parts

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and \*See Below, located at 801 No. Brand Blvd., Glendale, CA, 91203, a corporation, incorporated under the laws of the state of Maryland, 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 ONE MILLION THREE HUNDRED THREE THOUSAND THREE HUNDRED THREE DOLLARS (\$1,303,303.00), 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: \*Fidelity and Deposit Company of Maryland, as Surety

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 the improvement of Wardlow Road between Clark Avenue and Palo Verde Avenue 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 26th day of July, 2010.

All American Asphalt

Contractor

By: [Signature]  
Name: ROBERT BRADLEY  
Title: VICE PRESIDENT

By: [Signature]  
Name: MARK LUOR  
Title: SECRETARY

Approved as to form this 12<sup>th</sup> day of August, 2010.

ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Deputy City Attorney

Fidelity and Deposit Company of Maryland

SURETY, admitted in California

By: [Signature]  
Name: Rebecca Haas-Bates  
Title: Attorney-in-Fact  
Telephone: 949-679-7116

Approved as to sufficiency this 11 day of August, 2010.

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 ACKNOWLEDGEMENT**

State of California

County of Riverside

On July 26, 2010 before me, Brenda L. Royster, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Mark Luer  
Name(s) of Signer(s)



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brenda L. Royster  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Faithful Performance Bond - City of Long Beach

Document Date: July 26, 2010 Number of Pages: 2

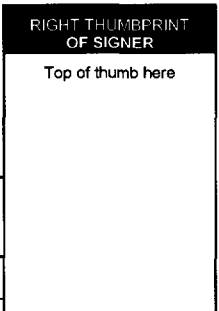
Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Bradley

- Individual
- Corporate Officer — Title(s): Vice-President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

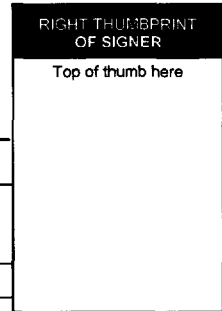
Signer is Representing:  
All American Asphalt



Signer's Name: Mark Luer

- Individual
- Corporate Officer — Title(s): Secretary
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

Signer is Representing:  
All American Asphalt



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

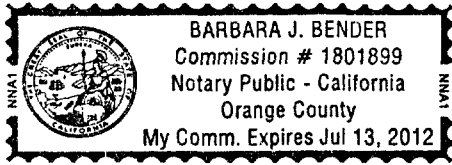
County of Orange



On 7-26-10 before me, Barbara J. Bender, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates  
Name(s) of Signer(s)

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.



Place Notary Seal Above

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 Barbara J. Bender  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Performance Bond No. 7617228

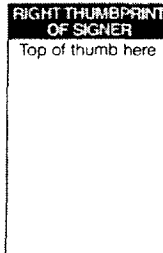
Document Date: 7-26-10 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates

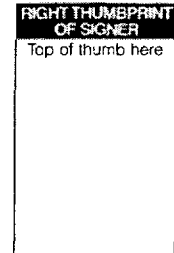
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Premium charge included in Performance Bond.

LABOR AND MATERIAL BOND

Bond No. 7617228  
Executed in Two (2) Parts

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland located at 801 No. Brand Blvd., Glendale, CA. 91203, a corporation, incorporated under the laws of the State of Maryland, 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 ONE MILLION THREE HUNDRED THREE THOUSAND THREE HUNDRED THREE DOLLARS (\$1,303,303.00), 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 the Improvement of Wardlow Road between Clark Avenue and Palo Verde Avenue 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 26th day of July, 2010.

All American Asphalt  
Contractor  
By: [Signature]  
Name: ROBERT BRADLEY  
Title: VICE PRESIDENT  
By: [Signature]  
Name: MARK WOOD  
Title: SECRETARY

Fidelity and Deposit Company of Maryland  
SURETY, admitted in California  
By: [Signature]  
Name: Rebecca Haas-Bates  
Title: Attorney-in-Fact  
Telephone: 949-679-7116

Approved as to form this 12<sup>th</sup> day of August, 2010.  
ROBERT R. SHANNON, City Attorney  
By: [Signature]  
Deputy City Attorney

Approved as to sufficiency this 11 day of August, 2010.  
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 ACKNOWLEDGEMENT**

State of California

County of Riverside

On July 26, 2010 before me, Brenda L. Royster, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Mark Luer  
Name(s) of Signer(s)



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brenda L. Royster  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Labor and Material Bond - City of Long Beach

Document Date: July 26, 2010 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Bradley

Individual

Corporate Officer - Title(s): Vice-President

Partner -  Limited  General

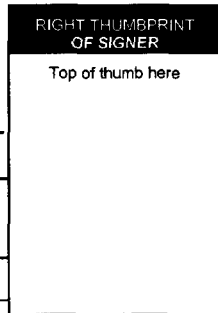
Attorney in Fact

Trustee

Other: \_\_\_\_\_

Signer is Representing:

All American Asphalt



Signer's Name: Mark Luer

Individual

Corporate Officer - Title(s): Secretary

Partner -  Limited  General

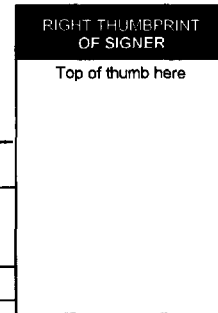
Attorney in Fact

Trustee

Other: \_\_\_\_\_

Signer is Representing:

All American Asphalt



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On 7-26-10

Date

before me, Barbara J. Bender, Notary Public

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

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.

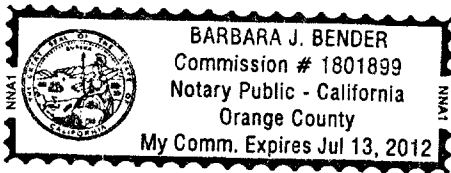
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Barbara J. Bender*

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Labor and Material Bond No. 7617228

Document Date: 7-26-10

Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of September, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*William J. Mills*

*Gregory E. Murray Assistant Secretary*

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski*

*Notary Public*

My Commission Expires: July 8, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

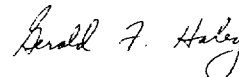
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 26TH day of JULY, 2010.



*Assistant Secretary*