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CONTRACT

31961

THIS CONTRACT is made and entered, in duplicate, as of December 16, 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 December 7, 2010, by and between PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation ("Contractor"), whose address is 2230 Lemon Avenue, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Reconstruction of the North Air Carrier Ramp at the Long Beach Airport in the City of Long Beach, California," dated September 15, 2010, and published by City, bids were received, publicly opened 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 Project Plans No. B-4566 and Project Specifications No. R-6858;

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 "Project Plans No. B-4566 and Project Specifications No. R-6858 for the North Air Carrier Ramp at the Long Beach Airport 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

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

1 work identified in Contractor's "Bid for the North Air Carrier Ramp at the Long
2 Beach Airport in the City of Long Beach, California," attached hereto as Exhibit
3 "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: The Notice Inviting Bids,
9 Project Specifications No. R-6858 (which may include by reference the Standard
10 Specifications for Public Works Construction, latest edition, and any supplements
11 thereto, collectively the "Standard Specifications"); the City of Long Beach
12 Standard Plans; Project Plans No. B-4566 for this work; the California Code of
13 Regulations; the various Uniform Codes applicable to trades; the prevailing wage
14 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
15 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
16 Contract and all documents attached hereto or referenced herein including but not
17 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
18 Proceed; Notice of Completion; any addenda or change orders issued in
19 accordance with the Standard Specifications; any permits required and issued for
20 the work; approved final design drawings and documents; and the Information
21 Sheet. These Contract Documents are incorporated herein by the above
22 reference and form a part of this Contract.

23 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
24 if any conflict or inconsistency exists or develops among or between Contract
25 Documents, the following priority shall govern: 1) Permit(s) from other public
26 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
27 hereto); 4) Addenda (which shall include written clarifications, corrections and
28 changes to the bid documents and other types of written notices issued prior to bid

1 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
2 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
3 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
4 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

5 4. TIME FOR CONTRACT. Contractor shall commence work on a date
6 to be specified in a written "Notice to Proceed" from City and shall complete all work
7 within two hundred fifteen (215) working days thereafter, subject to strikes, lockouts and
8 events beyond the control of Contractor. Time is of the essence hereunder. City will
9 suffer damage if the work is not completed within the time stated, but those damages
10 would be difficult or impractical to determine. So, Contractor shall pay to City, as
11 liquidated damages, the amount stated in the Contract Documents.

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

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

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

26 8. CLAIMS. Contractor shall, upon completion of the work, deliver
27 possession thereof to City ready for use and free and discharged from all claims for labor
28 and materials in doing the work and shall assume and be responsible for, and shall

1 protect, defend, indemnify and hold harmless City from and against any and all claims,
2 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
3 persons, or damages to property, including property of City, which arises from or is
4 connected with the performance of the work.

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

8 In addition, Contractor shall complete and deliver to City the form
9 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply
10 with Labor Code Section 2810.

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

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

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

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Contractor, shall determine the percentage of work completed and the
2 determination of the City Engineer shall be final.

3 B. If Contractor is prevented, in any manner, from strict
4 compliance with the Plans and Specifications due to any Federal or State law, rule
5 or regulation, in addition to all other rights and remedies reserved to the parties
6 City may by resolution of the City Council suspend performance hereunder until
7 the cause of disability is removed, extend the time for performance, make changes
8 in the character of the work or materials, or terminate this Contract without liability
9 to either party.

10 13. NOTICES.

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
28 any of the moneys that may become due Contractor hereunder may be assigned by

1 Contractor without the written consent of City first had and obtained, nor will City
2 recognize any subcontractor as such, and all persons engaged in the work of
3 construction will be considered as independent contractors or agents of Contractor and
4 will be held directly responsible to Contractor.

5 16. CERTIFIED PAYROLL RECORDS.

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

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

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

28 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

1 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
2 and custody of the work. If any loss or damage occurs to the work that is not covered by
3 collectible commercial insurance, excluding loss or damage caused by earthquake or
4 flood or the negligence or willful misconduct of City, then Contractor shall immediately
5 make the City whole for any such loss or pay for any damage. If Contractor fails or
6 refuses to make the City whole or pay, then City may do so and the cost and expense of
7 doing so shall be deducted from the amount due Contractor from City hereunder.

8 18. CONTINUATION. Termination or expiration of this Contract shall not
9 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
10 prior to termination or expiration of this Contract.

11 19. TAXES AND TAX REPORTING.

12 A. As required by federal and state law, City is obligated to and
13 will report the payment of compensation to Contractor on Form 1099-Misc.
14 Contractor shall be solely responsible for payment of all federal and state taxes
15 resulting from payments under this Contract. Contractor shall submit Contractor's
16 Employer Identification Number (EIN), or Contractor's Social Security Number if
17 Contractor does not have an EIN, in writing to City's Accounts Payable,
18 Department of Financial Management. Contractor acknowledges and agrees that
19 City has no obligation to pay Contractor until Contractor provides one of these
20 numbers.

21 B. Contractor shall cooperate with City in all matters relating to
22 taxation and the collection of taxes, particularly with respect to the self-accrual of
23 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
24 materials, equipment, supplies, or other tangible personal property totaling over
25 \$100,000 shipped from outside California, a qualified Contractor shall complete
26 and submit to the appropriate governmental entity the form in Appendix "A"
27 attached hereto; and (ii) for construction contracts and subcontracts totaling
28 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board

1 of Equalization for the Work site. "Qualified" means that the Contractor purchased
2 at least \$500,000 in tangible personal property that was subject to sales or use tax
3 in the previous calendar year.

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

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

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

27 20. ADVERTISING. Contractor shall not use the name of City, its
28 officials or employees in any advertising or solicitation for business, nor as a reference,

1 without the prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

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

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

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

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

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

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

28 "During the performance of a Contract with the City of Long Beach,

1 the Contractor will provide equal benefits to employees with spouses and its
2 employees with domestic partners. Additional information about the City of
3 Long Beach's Equal Benefits Ordinance may be obtained from the City of
4 Long Beach Business Services Division at 562-570-6200."

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

7 C. If the Contractor fails to comply with the EBO, the City may
8 cancel, terminate or suspend the Contract, in whole or in part, and monies due or
9 to become due under the Contract may be retained by the City. The City may also
10 pursue any and all other remedies at law or in equity for any breach.

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

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

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

1 and Contractor has not substituted any security in lieu of retention, then City shall have
2 all legal remedies available to it.

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

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

7 December 27, 2010

By 
President
C.P. BROWN, PRESIDENT

Type or Print Name

9 December 27, 2010

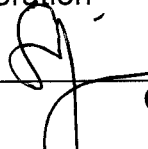
By 
Secretary **ASST. SECRETARY**
MICHELE E. DRAKULICH

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal
corporation, Assistant City Manager

15 1.12, 2011

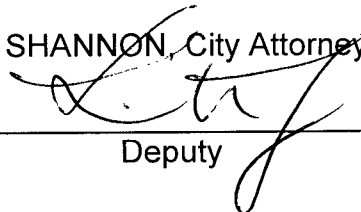
By 
City Manager
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

"City"

18 This Contract is approved as to form on 1/4

19 2011.

ROBERT E. SHANNON, City Attorney

By 
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 12-27-10 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared C.P. BROWN

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.

By: Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT <u>Contract</u> (Title or description of attached document) (Title or description of attached document continued) Number of Pages <u>12</u> Document Date <u>12-27-10</u> <u># A-6853</u> (Additional information)
--

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input checked="" type="checkbox"/> Corporate Officer <u>PRESIDENT</u> (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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 12-27-10 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MICHELE E. DRAKULICH

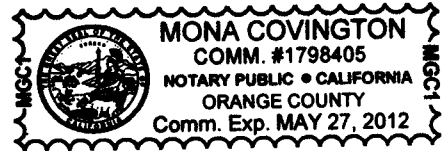
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

By: Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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.

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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

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 12 Document Date 12-27-10

*R6858
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
ASST. SECRETARY
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

EXHIBIT “A”

Contractor’s Bid

BASE BID – RECONSTRUCTION OF THE NORTH AIR CARRIER RAMP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16.	P-156-5.1; Temporary Erosion Control	1	LS	10000-	10 000-
17.	P-301-6.1; Soil-Cement Base Course	22,500	SY	11.-	
18.	P-304-8.1; Cement-Treated Base Course	22,500	SY	12.-	
19.	P-401-8.1; Asphalt Concrete Pavement	1,600	TON	77-	
20.	P-420-7.1; Asphalt Concrete Pavement, Non-Critical Areas	3,000	TON	69.-	
21.	P-501-8.1; Portland Cement Concrete Pavement	14,700	SY	100.- 100.-	1 470 000.-
22.	P-610-5.1; Ground Support Pedestal Concrete Pad	3	EA	830-	2490.-
23.	P-610-5.2; High Mast Light Concrete Foundation	4	EA	6100-	24400.-
24.	P-610-5.3; High Voltage 3-Way Padmount Switch Concrete Pad	1	EA	1900-	1900-
25.	P-610-5.4; 480V Distribution Switchboard Concrete Pad	1	EA	1900-	1900-
26.	P-610-5.5.1; 1000 KVA Padmount Transformer Concrete Pad	1	EA	1800-	1800-
27.	P-610-5.7; Bollard	29	EA	1000-	29000-
28.	P-620-5.1; Pavement Marking	18,500	SF	1.80	
29.	P-620-5.2; Black Paint, Single Coat, without Reflective Media	37,000	SF	0.90	
30.	F-162-5.1; Chain Link Fence	430	LF	60-	25800.-
31.	D-701-5.1; 18" RCP Class V	50	LF	120-	6000.-
32.	D-703-5.1; Trench Drain	300	LF	600-	180 000-
33.	D-751-5.1; Adjust Storm Drain Manhole to Finished Grade	1	EA	30 000-	30 000-
34.	D-755-5.1; PCC Drainage Swale	200	LF	50.-	10 000-
35.	13720-5.1; Security Systems	1	LS	65000-	65000.-
36.	L-100-5.1; Airfield Electrical Demolition	1	LS	10 000-	10 000-

BASE BID – RECONSTRUCTION OF THE NORTH AIR CARRIER RAMP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
37.	L-108-5.1; Airfield Lighting Cable	600	LF	1.50	900.-
38.	L-108-5.2; 600V Wire for obstruction light circuit	930	LF	2. ⁰⁰	1860.-
39.	L-110-5.1.1; Conduit, 1-2" Conduit, CE	650	LF	40. ⁰⁰	26000.-
40.	L-110-5.1.2; Ductbank, 2-4" Conduit, 1-2" Conduit, CE	10	LF	75 75.-	750.-
41.	L-110-5.1.3; Ductbank, 4-4" Conduit, CE	10	LF	75.-	750.-
42.	L-110-5.1.4; Ductbank, 6-4" Conduit, 1-2" Conduit, CE	160	LF	90.-	14400.-
43.	L-110-5.1.5; Ductbank, 8-4" Conduit, 1-2" Conduit, CE	290	LF	100.-	29000.-
44.	L-110-5.2; RGS, (1) 3/4" Conduit	470	LF	10.-	4700.-
45.	L-115-5.1; 4'x4' Handhole, Aircraft Load Rated	6	EA	12000.-	72000.-
46.	L-119-5.1; Airport Obstruction Light	6	EA	1000.-	6000.-
47.	L-852-4.1; Semi-Flush Taxiway Edge Light	4	EA	2500.-	10000.-
48.	L-858-5.1; Relocate Existing Sign Face	1	EA	400.-	400.-
TOTAL BASE BID (ITEMS 1-48)					3,484,165.-

ADDITIVE ALTERNATE A – RECONSTRUCTION OF THE NORTH AIR CARRIER RAMP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
49.	G-300-4.5a; Pulverization and Stockpiling of Asphalt Concrete Pavement	3,600	SY	1.95	6660.-
50.	G-300-4.7a; Stockpile of Existing Base Material	3,600	SY	3.55	12780.-
51.	G-300-4.11a; Reinforced Concrete Storm Drain Cap Removal	200	LF	100.-	20000.-
52.	P-101-5.2a; Cold Planing	1,100	SY	9.00	9900.-
53.	P-152-4.1a; Unclassified Excavation	2,600	CY	3.00	7800.-
54.	P-152-4.2a; Unsuitable Excavation	250	CY	20.-	5000.-
55.	P-156-5.1a; Temporary Erosion Control	1	LS	500.-	500.-
56.	P-301-6.1a; Soil-Cement Base	3,200	SY	8.60	27520.-
57.	P-304-8.1a; Cement Treated Base Course	3,200	SY	11.00	35200.-
58.	P-420-7.1a; Asphalt Concrete Pavement, Non-Critical Areas	330	TON	77.00	25410.-
59.	P-501-8.1a; Portland Cement Concrete Pavement	2,700	SY	80.-	216000.-
60.	P-501-8.2a; Reinforced CAP over Existing Storm Drain	250	LF	350.-	87500.-
61.	P-610-5.1a; Ground Support Pedestal Concrete Pad	1	EA	830.-	830.-
62.	P-610-5.2a; High Mast Light Concrete Foundation	1	EA	6100.-	6100.-
63.	P-610-5.7a; Bollard	8	EA	975.-	7800.-
64.	P-620-5.1a; Pavement Marking	1,600	SF	1.80	2880.-

ADDITIVE ALTERNATE A – RECONSTRUCTION OF THE NORTH AIR CARRIER RAMP

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
65.	P-620-5.2a; Black Paint, Single Coat, without Reflective Media	3,200	SF	0.90	2880.-
66.	L-110-5.1.4a; Ductbank, 6-4" Conduit, 1-2" Conduit, CE	140	LF	89.-	12460.-
67.	L-110-5.1.5a; Ductbank, 8-4" Conduit, 1-2" Conduit, CE	30	LF	74.-	2220.-
68.	L-115-5.1a; 4'x4' Handhole, Aircraft Load Rated	1	EA	9800.-	9800.-
TOTAL ADDITIVE ALTERNATE A (ITEMS 49-68)					499240.-

TOTAL AMOUNT BID - SUMMARY	
BASE BID	3,484,165.-
ADDITIVE ALTERNATE A	499,240.-
TOTAL (BASE BID PLUS ALL ALTERNATES)	3,983,405.-

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?

PRESS TELEGRAM

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**

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



Title: **C.P. BROWN, PRESIDENT**

Date: December 27, 2010

EXHIBIT "B"

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 12-27-10 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared C.P. BROWN

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.

By: *Mona Covington*
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT <u>W.C. Certification</u> <small>(Title or description of attached document)</small> <small>(Title or description of attached document continued)</small> Number of Pages <u>1</u> Document Date <u>12-27-10</u> <u>* R 6858</u> <small>(Additional information)</small>
--

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input checked="" type="checkbox"/> Corporate Officer <u>PRESIDENT</u> <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 “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon and submit with their bid the information requested below for each subcontractor who will perform labor or render service to the general contractor in or about the construction of the work or improvement, in an amount in excess of ½ of 1 percent of the general contractor's total bid. Reproduce and attach additional sheets as needed.

Name	<u>PRS</u>	Portion of Work to be Performed (May specify by line item):
Address	<u>10240 SAN SEVAIN</u>	<u>Concrete Cement Treat, Cold Mix,</u>
City	<u>Mira Loma Ca</u>	<u>Pulverization</u>
Phone No.	<u>951 682 1091</u>	Estimated Dollar Amount of Contract:
License No.	<u>569352</u>	<u>\$ 248000-</u>

Name	<u>Alcorn Fence</u>	Portion of Work to be Performed (May specify by line item):
Address	<u>9901 GLENDALES BLVD</u>	<u>Chain Link FENCE</u>
City	<u>SUN Valley Ca</u>	
Phone No.	<u>918 983 0650</u>	Estimated Dollar Amount of Contract:
License No.	<u>122954</u>	<u>\$ 29000.-</u>

Name	<u>Royal Electric</u>	Portion of Work to be Performed (May specify by line item):
Address	<u>8401 CALBIRE CT</u>	<u>ELECTRICAL</u>
City	<u>SACRAMENTO Ca</u>	
Phone No.	<u>916) 226 2100</u>	Estimated Dollar Amount of Contract:
License No.	<u>357377</u>	<u>\$ 344000.-</u>

Name	<u>Austin Enterprise</u>	Portion of Work to be Performed (May specify by line item):
Address	<u>PO Box 81926</u>	<u>JOINT SEAL</u>
City	<u>Bakersfield Ca</u>	
Phone No.	<u>661 589 1001</u>	Estimated Dollar Amount of Contract:
License No.	<u>764893</u>	<u>\$ 58000.-</u>

Name	<u>A.M. Concrete</u>	Portion of Work to be Performed (May specify by line item):
Address	<u>9150 N Norris Ave</u>	<u>Concrete</u>
City	<u>SUN Valley Ca 91353</u>	
Phone No.	<u>918 768 4767</u>	Estimated Dollar Amount of Contract:
License No.	<u>446850</u>	<u>\$ 500 000 -</u>

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon and submit with their bid the information requested below for each subcontractor who will perform labor or render service to the general contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of 1 percent of the general contractor's total bid. Reproduce and attach additional sheets as needed.

Name PCI Portion of Work to be Performed (May specify by line item):
 Address 1105 Hill St Striping
 City Long Beach Ca
 Phone No. 562 218 0504 Estimated Dollar Amount of Contract:
 License No. 823802 \$ 75000.-

Name CASE LAND Portion of Work to be Performed (May specify by line item):
 Address 614 N EUCOFFE Survey
 City Orange Ca
 Phone No. 714 Estimated Dollar Amount of Contract:
 License No. LS5411 \$ 72000

Name TWining LAB Portion of Work to be Performed (May specify by line item):
 Address 2803 E Springs St TESTING
 City Long Beach Ca
 Phone No. 562-426 3355 Estimated Dollar Amount of Contract:
 License No. N/A \$ 60000

~~Name HAMILTON PACIFIC Portion of Work to be Performed (May specify by line item):~~
~~Address 2400 Commerce Ave SECURITY SYSTEM APP~~
~~City Duluth, Georgia Ca ONSEE ATTACHED QUALIFICATION SHEET~~
~~Phone No. 678-255 2971 Estimated Dollar Amount of Contract:~~
~~License No. \$ 20000~~

Name EM OIL Portion of Work to be Performed (May specify by line item):
 Address 1115 S. Taylor TACK / OIL
 City Matchello Ca
 Phone No. 323) 722 9088 Estimated Dollar Amount of Contract:
 License No. 838893 \$ 24000.-

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon and submit with their bid the information requested below for each subcontractor who will perform labor or render service to the general contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of 1 percent of the general contractor's total bid. Reproduce and attach additional sheets as needed.

Name	<u>AIR INC</u>	Portion of Work to be Performed (May specify by line item):
Address	<u>751 N TODD Rd</u>	<u>SECURITY SYSTEMS</u>
City	<u>AWA GA</u>	<u>OPB SEE ATTACHED QUALIFICATION STATEMENT</u>
Phone No.	<u>(626) 255 2971</u>	Estimated Dollar Amount of Contract:
License No.		<u>\$ 20,000.-</u>

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

Name	_____	Portion of Work to be Performed (May specify by line item):
Address	_____	_____
City	_____	_____
Phone No.	_____	Estimated Dollar Amount of Contract:
License No.	_____	\$ _____

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

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.

BOND FOR FAITHFUL PERFORMANCE

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 15 Mountain View Rd., Warren, NJ 07059, 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 THREE MILLION NINE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED FIVE DOLLARS (\$3,983,405), 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 Reconstruction of the North Air Carrier Ramp at the Long Beach Airport 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 27th day of December, 2010.

PALP Inc. dba Excel Paving Company
Contractor
By: [Signature]
Name: C.P. BROWN
Title: PRESIDENT

Federal Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Timothy D. Rapp
Title: Attorney in Fact
Telephone: 908-903-2000

By: [Signature]
Name: MICHELE E. DRAKULICH
Title: ASST. SECRETARY

Approved as to form this 4th day of January, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 4 day of January, 2011.

By: [Signature]
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 12-27-10 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared C.P. BROWN

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.

By: Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Faithful Performance</u> (Title or description of attached document)	
<u>Bond</u> (Title or description of attached document continued)	
Number of Pages <u>1</u> Document Date <u>12-27-10</u>	
<u># B6858</u> (Additional information)	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input checked="" type="checkbox"/> Corporate <u>PRESIDENT</u> (Title)	
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	

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- 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.
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 - ❖ 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 LOS ANGELES

On 12-27-10 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MICHELE E. DRAKULICH

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.

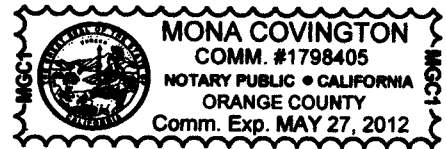
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By:

Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Performance
(Title or description of attached document)

Bond
(Title or description of attached document continued)

Number of Pages 1 Document Date 12-27-10

R6858
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

ASST. SECRETAR.
(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 12/27/2010 before me, Debra Swanson, Notary Public
(Here insert name and title of the officer)

personally appeared Timothy D. Rapp

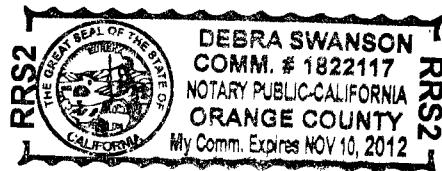
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument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

Debra Swanson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 12/27/10

(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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**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

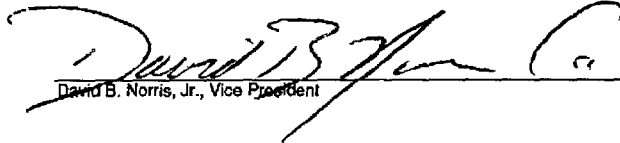
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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 Linda D. Coats, Matthew J. Coats, Douglas A. Rapp and Timothy D. Rapp 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 **16th** day of **November, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **November, 2009** 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 David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

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 **December 27, 2010**




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- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

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 15 Mountain View Rd., Warren, NJ 07059 Indiana, a corporation, incorporated under the laws of the State of the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of THREE MILLION NINE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED FIVE DOLLARS (\$3,983,405), 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 Reconstruction of the North Air Carrier Ramp at the Long Beach Airport 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 27th day of December, 2010.

PALP Inc. dba Excel Paving Company

Contractor

By: [Signature]

Name: C.P. BROWN

Title: PRESIDENT

By: [Signature]

Name: MICHELE E. DRAKULICH

Title: ASST. SECRETARY

Federal Insurance Company

SURETY, admitted in California

By: [Signature]

Name: Timothy D. Rapp

Title: Attorney in Fact

Telephone: 908-903-2000

Approved as to form this 4th day of January, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy City Attorney

Approved as to sufficiency this 4 day of January, 2011.

By: [Signature] 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 12-27-10 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared C. P. BROWN

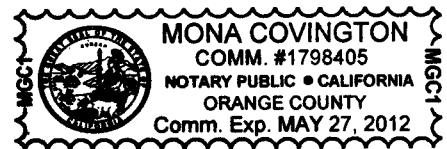
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

By: Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT <u>Labor & Material Bond</u> (Title or description of attached document) (Title or description of attached document continued) Number of Pages <u>1</u> Document Date <u>12-27-10</u> <u># R6858</u> (Additional information)

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input checked="" type="checkbox"/> Corporate <u>PRESIDENT</u> (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

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

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(Here insert name and title of the officer)

personally appeared MICHELE E. DRAKULICH

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Signature of Notary Public

(Notary Seal)



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DESCRIPTION OF THE ATTACHED DOCUMENT

Labor & Material Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 12-27-10

R6858

(Additional information)

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Individual (s)

Corporate Officer

ASST. SECRETARY
(Title)

Partner(s)

Attorney-in-Fact

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Other _____

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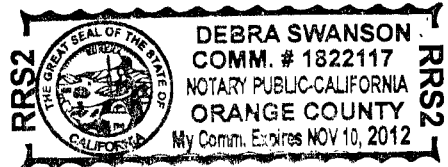
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WITNESS my hand and official seal.

Debra Swanson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Labor & Material Bond

(Title or description of attached document)

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Number of Pages 1 Document Date 12/27/10

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**Chubb
Surety**

**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 Linda D. Coats, Matthew J. Coats, Douglas A. Rapp and Timothy D. Rapp 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 **16th** day of **November, 2009**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **November, 2009** 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 David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

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 **December 27, 2010**



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- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

ESCROW AGREEMENT FOR SECURITY
DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered by and between the City of Long Beach, whose address is 333 West Ocean Boulevard, Long Beach, California 90802, hereinafter called AOwner, @ PALP INC. DBA EXCEL PAVING CO. whose address is 2230 LEMON AVE., LONG BEACH, CA 90806 hereinafter called AContractor, @ and U.S. BANK, whose address is 4100 NEWPORT PL., #900 NEWPORT BEACH, CA 92660 hereinafter called AEscrow Agent. @

For consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered between the Owner and Contractor for RECONST. OF THE NORTH AIR CARRIER RAMP (R6858) L.B. ARPRT. in the amount of \$3,983,405.00 dated 12/16/10 (hereinafter referred to as the AContract@). Alternately, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days after the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and the Contractor. Securities shall be held in the name of the City of Long Beach, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Contract and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice of the Owner.
- (6) The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to the Escrow Agent accompanied by written

authorization from the Owner to the Escrow Agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by the Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days= written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.


(9) The Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Contract and the Owner and Contractor shall hold the Escrow Agent harmless from the Escrow Agent=s release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the owner:

City Engineer
Title

Mark Christoffels
Name


Signature

333 West Ocean Boulevard
Long Beach, CA 90802
Address

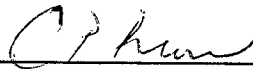
562 570-6771
Telephone No.

Date: 1/10/11

On behalf of the Contractor:

PRESIDENT
Title


C.P. BROWN
Name


Signature

2230 LEMON AVE., LONG BEACH, CA 90806
Address

562/599-5841
Telephone No.

Date: 1/3/11

1/7/11


CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 1-3-11 before me, MONA COVINGTON, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared C.P. BROWN

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.

By:

Mona Covington
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

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

On behalf of Escrow Agent:

VICE PRESIDENT

Title

ROBIN WOODS

Name

Robin Woods
Signature

4100 NEWPORT PL. #900, NEWPORT BEACH, CA 92660
Address

949/863-2462

Telephone No.

Date: 1/3/11

Escrow Account No.:



At the time of the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract by their proper officers on the date first set forth above.

Owner:

City Engineer
Title

Mark Christofele
Name

Mark Christofele
Signature

Contractor: PALP INC. DBA EXCEL PAVING CO.

PRESIDENT
Title

C.P. BROWN
Name

C.P. Brown
Signature

Escrow Agent: U.S. BANK

VICE PRESIDENT
Title

ROBIN WOODS
Name

Robin Woods
Signature

Escrow Agreement

1/7
[Handwritten Signature]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

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(Here insert name and title of the officer)

personally appeared C.P. BROWN

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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.

By: MONA COVINGTON

Signature of Notary Public

(Notary Seal)



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State of California

County of LOS ANGELES

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(Here insert name and title of the officer)

personally appeared ROBIN WOODS

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.

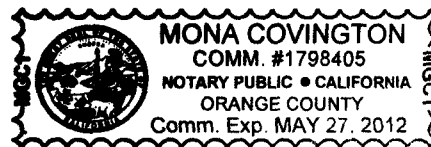
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By:

Mona Covington
Signature of Notary Public

(Notary Seal)



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