

CONTRACT

**32463**

THIS CONTRACT is made and entered, in duplicate, as of December 7, 2011 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 November 8, 2011, by and between ALL AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street, Corona, California 92878, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the San Gabriel River Bike Trail Improvements in the City of Long Beach, California," dated August 24, 2011, 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. C-5834 and Project Specifications No. R-6851;

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. C-5834 and Project Specifications No. R-6851 for the San Gabriel River Bike Trail Improvements 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

1 work identified in Contractor's "Bid for the San Gabriel River Bike Trail  
2 Improvements 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-6851 (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. C-5834 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)  
4 other 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 thirty (30) working days thereafter, subject to strikes, lockouts and events beyond  
8 the control of Contractor. Time is of the essence hereunder. City will suffer damage if  
9 the work is not completed within the time stated, but those damages would be difficult or  
10 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
11 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

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


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

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  
6  
7 DECEMBER 14, 2011

ALL AMERICAN ASPHALT, a California corporation

By   
Vice-President  
ROBERT BEADLEY  
Type or Print Name

8  
9  
10 DECEMBER 14, 2011

By   
Secretary  
MARK LUER  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

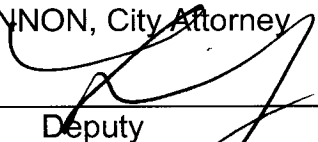
11  
12  
13  
14  
15 12-23, 2011

By  Assistant City Manager  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

16  
17  
18 This Contract is approved as to form on 12/19,  
19 2011.

ROBERT E. SHANNON, City Attorney  
By   
Deputy

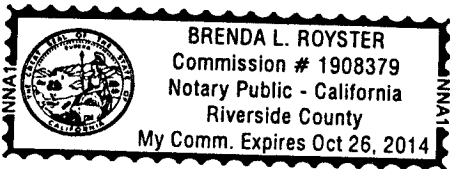
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of Riverside

On December 14, 2011 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 Contract - City of Long Beach

Document Date: December 7, 2011 Number of Pages: 13

Signer(s) Other Than Named Above: None

**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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here



# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

---

---

P.O. BOX 2229, CORONA, CA 92878-2229  
STATE CONTRACTORS LICENSE #267073-A

## CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on December 14, 2011 designated Robert Bradley to represent our Corporation in the capacity of President.



\_\_\_\_\_

Mark Luer, Secretary

BIDDER'S NAME: ALL AMERICAN ASPHALT

**BID TO THE CITY OF LONG BEACH  
SAN GABRIEL RIVER BIKE TRAIL IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on August 24, 2011, at 10:00 A.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-6851 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Sawcut Asphalt Concrete Pavement up to 4.5-inch Depth	14,064	LF	3-	42192-
2.	Asphalt Concrete Pavement Removal	257	CY	136-	34952-
3.	Asphalt Concrete Curb Removal	30	CY	136-	4080-
4.	Install Redwood Headers, Studs, Stakes and Spike Nails	13,178	LF	5-	65890-
5.	Imported Borrow	1,540	CY	20-	30800-
6.	Construct AC Curb Per SPPWC Standard Plan 121-2, Type D2-6(150)	1,904	LF	8.50	16184-
7.	Construct Asphalt Rubber Hot Mix (ARHM), Grade PG 64-16 Over Bike Trail and Bike Trail Access Ramps	2,416	Ton	105-	253680-
8.	Install Retroreflective Thermoplastic Pavement Striping, Word Pavement Markings, Letters and Symbols	1	LS	63000-	63000-
9.	Install Bike Trail Guide Signs and Emergency Contact Signs	1	LS	6100-	6100-
10.	Adjust Observation Wells to Final Grade	1	LS	500-	500-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
11.	Cold Mill Existing AC Pavement to Accommodate New 1-inch ARHM Surface Flush With Top Edge of Injection Well 34D.	45	SY	70-	3150-
12.	Traffic Control and Detour Signage	1	LS	<del>106999</del> <sup>106999</sup>	106999-
13.	California Coastal Development Permit Compliance Cost	1	LS	100-	100-

## TOTAL AMOUNT BID

627,627.00

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



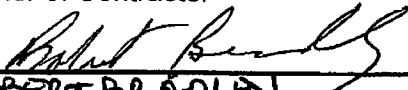
**WORKERS' COMPENSATION CERTIFICATION**

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 worker's 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 ABSTRACT

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


  
ROBERT BRADEN

Title: VICE PRESIDENT

Date: AUG. 23, 2011

## 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: BB1090243
  - B. Name of Insurer (NOT Broker): SEABRIGHT INSURANCE Co.
  - C. Address of Insurer: 1100 W. TOWN & COUNTRY, STE #1500 - OAKLEE, CA
  - D. Telephone Number of Insurer: 714-918-5900
  
- 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: 72UEN6K5491
  - C. Name of Insurer (NOT Broker): HARTFORD FIRE INSURANCE
  - D. Address of Insurer: 12009 FOUNDATION PLACE - RALPHO Colton
  - E. Telephone Number of Insurer: 916-294-1000
  
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
N/A
  
- 4) Estimated total number of workers to be employed on this Contract: 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: \_\_\_\_\_  


**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor 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 one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name PCT Type of Work Striping  
 Address 1105 E. Hill St  
 City Long Beach, CA Dollar Value of Subcontract \$67855-  
 Phone No. 562 218 0504  
 License No. 8280 823802  
RB

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 License No. \_\_\_\_\_

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 License No. \_\_\_\_\_

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 License No. \_\_\_\_\_

Name \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 License No. \_\_\_\_\_

## **APPENDIX A**

*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, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, 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 FIVE HUNDRED TWENTY NINE THOUSAND NINETY DOLLARS (\$529,090), 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 San Gabriel River Bike Trail Improvements 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 12th day of December, 2011.

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

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

Approved as to form this 19th day of December, 2011.

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 15 day of December, 2011.

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 December 14, 2011 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: December 12, 2011 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: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:  
All American Asphalt



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 12/12/11 before me, A. Wilkison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

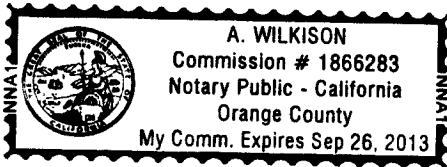
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

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: Performance Bond No. 7626797

Document Date: 12/12/11 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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

LABOR AND MATERIAL BOND

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 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, 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 FIVE HUNDRED TWENTY NINE THOUSAND NINETY DOLLARS (\$529,990), 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 San Gabriel River Bike Trail Improvements 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 12th day of December, 2011.

All American Asphalt  
Contractor  
By: [Signature]  
Name: ROBERT BRADLEY  
Title: VICE PRESIDENT  
By: [Signature]  
Name: MARK UOR  
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 19th day of December, 2011.  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Deputy City Attorney

Approved as to sufficiency this 11 day of January, 2012.  
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.

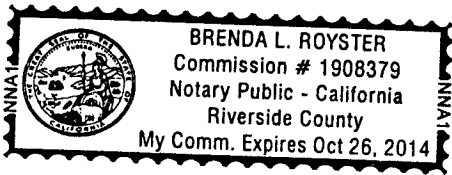
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of Riverside

On December 14, 2011 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: December 12, 2011 Number of Pages: 3

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

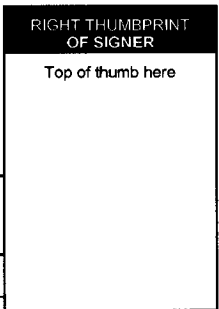
**Capacity(ies) Claimed by Signer(s)**

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

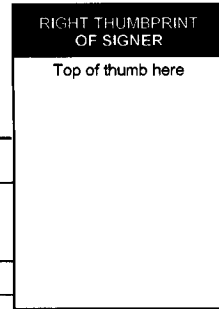


Signer's Name: Mark Luer

- 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 12/12/11 before me, A. Wilkison, Notary Public

Date

Here Insert Name and Title of the Officer

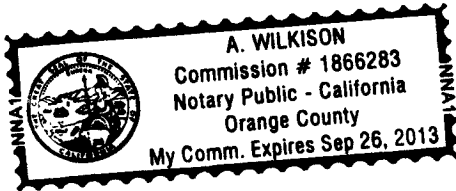
personally appeared Rebecca Haas-Bates

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.

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

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. 7626797

Document Date: 12/12/11

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

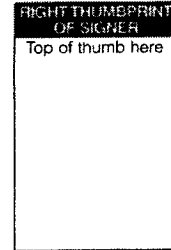
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_

**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 FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, 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, Sergio D. BECHARA, Richard ADAIR and P. BAUER, all of Glendale, 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 Richard ADAIR, P. BAUER, dated February 25, 2010.

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 27th day of June, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

*Frank E. Martin Jr.*

By: *Frank E. Martin Jr.* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 27th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, 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 deposed 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.



*Constance A. Dunn*

*Constance A. Dunn* Notary Public  
My Commission Expires: July 14, 2015

## 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

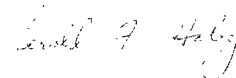
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 12th day of December, 2011.



Assistant Secretary

## **AGREEMENT**

### **REGARDING THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE SAN GABRIEL RIVER TRAIL BY THE CITY OF LONG BEACH ON BEHALF OF THE CITY OF SEAL BEACH**

**THIS AGREEMENT is made and entered, in duplicate, as of December 12, 2011, 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 12, 2011, by and between the CITY OF LONG BEACH, a municipal corporation ("CLB"), and the CITY OF SEAL BEACH, a municipal corporation ("SB"), pursuant to a minute order adopted by the City Council of the City of Seal Beach at its meeting held on November 14, 2011. CLB and SB may hereinafter be referred to individually as "PARTY" or collectively as "PARTIES."**

### **RECITALS**

**CLB and SB contemplate constructing improvements on the San Gabriel River Trail as set forth in Exhibit "A," referred to herein as "Project," and desire to specify terms and conditions under which Project is to be engineered, constructed and financed.**

### **SECTION I**

#### **CLB AGREES:**

1. To act as lead agency for the Project and to provide all necessary plans and specifications, cost estimates, utility identification and location, and all necessary construction engineering/management services including all required Project accounting for Project.
2. To insure that the Project as designed will comply with all environmental approvals as required from Federal or State agencies for Project.
3. To obtain all required authorizations and permits from governmental agencies necessary to construct Project.
4. To obtain SB's approval of final plans and specifications prior to Project being advertised for construction bids.
5. To not proceed with the construction of Project, or any phase of Project, until all necessary funding for Project has been identified and appropriated, including any required agreements for funding contributions by other agencies to Project.
6. Upon completion of Project, to furnish SB a complete set of full-sized film positive reproducible as-built plans and the corresponding electronic files.

## SECTION II

### SB AGREES

1. To provide to CLB all available plans and survey data of existing SB infrastructure necessary to design Project.
2. To pay SB's prorated share of all Project design and construction administration costs with the prorated share based on the final ratio of construction costs between CLB and SB.
3. To review and approve plans, and issue no fee encroachment permits, within 30 days of receipt of final plans from CLB.
4. Upon receipt of written invoice to deposit with CLB, sufficient SB funds to finance SB's estimated share of engineering, construction, and administration costs. Said amount is currently estimated at \$200,000.

## SECTION III

### IT IS MUTUALLY AGREED AS FOLLOWS:

1. CLB's contract plans signed by SB shall constitute SB's acceptance of and official approval of said plans.
2. The duties of CLB under this agreement may be performed either by CLB employees or by persons or entities hired by CLB through separate agreements. These agreements shall include a provision releasing SB from liability and require that SB be included as a co-obligee on all required bonds and insurance.
3. That in the construction of said work, CLB will furnish a resident engineer and SB shall furnish a representative. Said representative and resident engineer will cooperate and consult with each other, but the decisions of CLB's resident engineer shall remain the sole and primary directive for all Project work. If material changes to the approved plans and specifications are required to complete the Project, and said changes will impact the proposed Project improvements within SB's right-of-way, the CLB resident engineer will obtain the SB's representative approval before authorizing said changes. "Material changes" shall be defined as those that affect the design intent and increase the project cost.
4. That during the course of construction, SB may request CLB to include additional work in Project. Said work shall be considered a "betterment" if it is not directly required by the proposed work shown in Exhibit "A". In addition, the term betterment shall include any SB



funded work that SB desires to have constructed concurrently with Project and for which CLB is able to reasonably accommodate in Project. Said betterment work shall be accounted for separately and not impact the authorized contingency for the project. CLB may require a deposit from SB for the estimated cost of betterment prior to authorization.

5. Prior to acceptance of the Project, as completed, under the terms of the Project's construction contract, CLB will confer with SB, in good faith, to obtain SB's concurrence that those components of the Project that are located within SB's right-of-way have been completed in substantial conformance with the approved plans and specifications. It is understood that SB will not unreasonably withhold said concurrence. Should SB and CLB be unable to agree on Project completion as discussed herein, then SB and CLB shall meet and confer, in good faith, to resolve the disagreement.
6. If at the final Project accounting, SB's costs exceed SB's deposit with CLB, CLB shall invoice SB and SB shall pay within thirty (30) days the difference. Conversely, if at final accounting, the amount of SB's deposit with CLB exceeds SB's costs, CLB shall refund the difference within thirty (30) days.
7. SB shall review the final accounting invoice prepared by CLB and report in writing to CLB any discrepancies within thirty (30) days after the date of said invoice. Undisputed charges shall be paid in accordance with this Section.
8. Should any portion of Project be financed with funds with specific expenditure requirements or limitations, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
9. Neither SB nor any officer or employee of SB shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CLB delegated to or determined to be the responsibility of CLB under this Agreement. Pursuant to Government Code Section 895.4, CLB shall indemnify, defend and hold SB harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CLB delegated to or determined to be the responsibility of CLB under this Agreement.
10. Neither CLB nor any officer or employee of CLB shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SB delegated to or determined to be the responsibility of SB under this Agreement. Pursuant to Government Code Section 895.4, SB shall indemnify, defend and hold CLB harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of SB delegated to or determined to be the responsibility of SB under this Agreement.
11. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered by Federal Express or other reputable overnight courier, sent by facsimile transmission with telephonic

confirmation of actual receipt and the original subsequently delivered by other means, or sent by certified United States mail, postage prepaid, return receipt requested, to the addresses set forth below, or to such other address as a party may designate from time to time:


City Of Long Beach  
Pat West  
City Manager  
333 West Ocean Blvd  
Long Beach, CA 90802

City of Seal Beach  
Jill R. Ingram  
City Manager  
211 8th Street,  
Seal Beach, CA 90740

12. This Agreement constitutes the entire understanding and agreement of the Parties and integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the Parties with respect to all or part of the subject matter hereof.
13. This Agreement may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by both Parties.
14. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless both Parties would be materially altered or abridged by such interpretation.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
16. Except as set forth herein, no Party shall assign or otherwise transfer this Agreement or its right of interest or any part thereof to any third party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and inure to the benefit of the assignee.
17. This Agreement shall commence on the date first approved and shall terminate upon SB's acceptance of the constructed improvements and final accounting for the Project

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers as of the date first written above.

**CITY OF LONG BEACH**

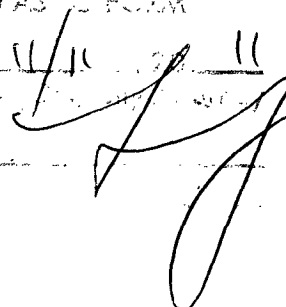
By  **Assistant City Manager**  
City Manager

Attest:  EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

 City Clerk

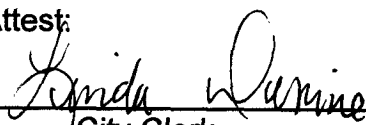
Approved as to Form:

 City Attorney


APPROVED AS TO FORM  
11/11/11  
ROBERT DEL SPAN  


**CITY OF SEAL BEACH**

By  **Jill R. Ingram**  
City Manager

Attest:  **Linda Darnine**  
City Clerk

Approved as to Form:

 **Tom Ba**  
City Attorney

**RESOLUTION NUMBER 6203**

**A RESOLUTION OF THE SEAL BEACH CITY COUNCIL  
APPROVING AN AGREEMENT WITH THE CITY OF LONG  
BEACH FOR SAN GABRIEL RIVER TRAIL PAVING**

THE SEAL BEACH CITY COUNCIL DOES HEREBY RESOLVE:

Section 1. The City Council hereby approves the agreement ("Agreement") between the City of Seal Beach and the City of Long Beach for San Gabriel River Trail Paving in the amount of \$200,000 for the City of Seal Beach's fair share contribution to construct paving improvements on the San Gabriel River Trail from Pacific Coast Highway to Wardlow Road.

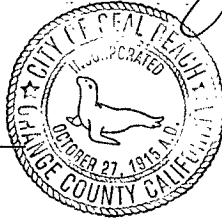
Section 2. The Council hereby directs the City Manager to execute the agreement.

PASSED, APPROVED AND ADOPTED by the Seal Beach City Council at a regular meeting held on the 12th day of December, 2011 by the following vote:

AYES: Council Members Deaton, Spritt, Miller, Shanks, Sloan  
NOES: Council Members None  
ABSENT: Council Members None  
ABSTAIN: Council Members None

[Signature]  
Mayor

ATTEST:  
[Signature]  
City Clerk



STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS  
CITY OF SEAL BEACH }

I, Linda Devine, City Clerk of the City of Seal Beach, do hereby certify that the foregoing resolution is the original copy of Resolution Number 6203 on file in the office of the City Clerk, passed, approved, and adopted by the City Council at a regular meeting held on the 12th day of December, 2011.

[Signature]  
City Clerk



**RICHARDS | WATSON | GERSHON**

ATTORNEYS AT LAW – A PROFESSIONAL CORPORATION

355 South Grand Avenue, 40th Floor, Los Angeles, California 90071-3101  
Telephone 213.626.8484 Facsimile 213.626.0078

**ATTORNEY-CLIENT PRIVILEGE**

RICHARD RICHARDS  
(1916–1988)

GLENN R. WATSON  
(1917–2010)

HARRY L. GERSHON  
(1922–2007)

November 14, 2011

**VIA ELECTRONIC MAIL**

STEVEN L. DORSEY  
WILLIAM L. STRAUSS  
MITCHELL E. ABBOTT  
GREGORY W. STEPANICH  
ROCHELLE BROWNE  
QUINN M. BARROW  
CAROL W. LYNCH  
GREGORY M. KUNERT  
THOMAS M. JIMBO  
ROBERT C. CECCON  
STEVEN H. KAUFMANN  
KEVIN G. ENNIS  
ROBIN D. HARRIS  
MICHAEL ESTRADA  
LAURENCE S. WIENER  
STEVEN R. ORR  
B. TILDEY KIM  
SASKIA T. ASAMURA  
KAYSER O. SUME  
PETER M. THORSON  
JAMES L. MARKMAN  
CRAIG A. STEELE  
T. PETER PIERCE  
TERENCE R. BOGA  
LISA BOND  
JANET E. COLESON  
ROXANNE M. DIAZ  
JIM G. GRAYSON  
ROY A. CLARKE  
WILLIAM P. CURLEY III  
MICHAEL F. YOSHIDA  
REGINA N. DANNER  
PAULA GUTIERREZ BAEZA  
BRUCE W. GALLOWAY  
DIANA K. CHUANG  
PATRICK K. BOBKO  
NORMAN A. DUPONT  
DAVID M. SNOW  
LOLLY A. ENRIQUEZ  
KIRSTEN R. BOWMAN  
GINETTA L. GIOVINCO  
TRISHA ORTIZ  
CANDICE K. LEE  
BILLY D. DUNSMORE  
AMY GREYSON  
DEBORAH R. HAKMAN  
D. CRAIG FOK  
G. INDER KHALSA  
DAVID G. ALDERSON  
MARICELA E. MARROQUIN  
GENA M. STINNETT  
JENNIFER PETRUSIS  
STEVEN L. FLOWER  
CHRISTOPHER J. DIAZ  
ERIN L. POWERS  
TOUSSAINT S. BAILEY  
SERITA R. YOUNG  
SHIRI KLIMA  
DIANA H. VARAT  
CHRISTOPHER L. HENDRICKS  
JULIE A. HAMILL  
ANDREW J. BRADY  
  
OF COUNSEL  
MARK L. LAMKEN  
SAYRE WEAVER  
JIM R. KARPIAK  
TERESA HO-URANO

Mr. Patrick H. West  
City Manager  
City of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802

Re: Agreement with City of Seal Beach for San Gabriel River Trail Improvements

Dear Mr. West:

The City of Seal Beach (“Seal Beach”) has requested me as its City Attorney to review an agreement between the City of Long Beach (“Long Beach”) and Seal Beach in connection with the construction of paving improvements on the San Gabriel River Trail (“Agreement”). I am a member of Richards, Watson & Gershon. Long Beach has hired Lisa Bond of my office and other members of my firm in connection with environmental matters and other litigation. This proposed representation involves two clients of the firm and, thus, presents ethical conflicts of interests.

As attorneys, we are governed by specific rules relating to our representation of clients when present or potential conflicts of interest exist. Rules 3-310(A), (B), and (C) of the Rules of Professional Conduct of the State Bar of California provide as follows:

*Rule 3-310. Avoiding the Representation of Adverse Interests*

(A.) *For purposes of this rule:*

- (1) *“Disclosure” means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;*
- (2) *“Informed written consent” means the client’s or former client’s written agreement to the representation following written disclosure;*
- (3) *“Written” means any writing as defined in Evidence Code section 250.*

SAN FRANCISCO OFFICE  
TELEPHONE 415.421.8484  
  
ORANGE COUNTY OFFICE  
TELEPHONE 714.990.0901

Mr. Patrick H. West  
November 14, 2011  
Page 2

*(B.) A member shall not accept or continue representation of a client without providing written disclosure to the client where:*

*(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or*

*(2) The member knows or reasonably should know that:*

*(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter, and*

*(b) the previous relationship would substantially affect the member's representation; or*

*(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or*

*(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.*

*(C.) A member shall not, without the informed written consent of each client:*

*(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or*

*(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or*

*(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.*

Because the engagement we have been asked to undertake for Seal Beach directly involves Long Beach, this matter appears to present a conflict under Subsection (C)(3) of Rule 3-310. Thus, we will not undertake this assignment unless we receive waivers of this actual or potential conflict from both cities.

Mr. Patrick H. West  
November 14, 2011  
Page 3

We are requesting that you as Long Beach's representative sign and return to us a copy of a letter acknowledging that:

- (1) You have been advised of Rules 3-310(A), (B), and (C) and of the potential conflicts of interest between Long Beach and Seal Beach which could arise out of our representation of Seal Beach on the Agreement;
- (2) You have been advised, and are aware, that Richards, Watson & Gershon proposes to perform the legal work for Seal Beach outlined herein;
- (3) You consent to our undertaking the representation of Seal Beach as to the Agreement with Long Beach, and you waive the potential conflict of interest on behalf of Long Beach; and
- (4) You understand that Long Beach remains completely free to seek independent counsel at any time even if you decide to sign the consent set forth below.

Should you decline to execute the conflict waiver, the firm will simply decline to represent the City of Seal Beach on the proposed agreement.

Should you have any questions concerning this letter or the consent, please call me at (310) 283-0568 to discuss them before signing and returning the enclosed copy of this letter.

Sincerely,



Quinn M. Barrow  
City Attorney  
City of Seal Beach

cc: Robert E. Shannon, City Attorney, City of Long Beach


Mr. Patrick H. West  
November 14, 2011  
Page 4

**WAIVER AND CONSENT**

Richards, Watson & Gershon has explained that conflicts of interest may arise between the City of Long Beach and the City of Seal Beach as the result of Richards, Watson & Gershon representing the City of Seal Beach as to a proposed agreement between the City of Long Beach and Seal Beach regarding the construction of paving improvements on the San Gabriel River Trail ("Agreement"). Richards, Watson & Gershon has informed the undersigned of the nature and possible consequences of these conflicts.

The undersigned understands that he has the right to seek independent counsel, consents and gives approval to such representation.

Dated: November 14, 2011

  
\_\_\_\_\_  
**Assistant City Manager**  
City Manager

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

APPROVED: \_\_\_\_\_  
11/16  
ROBERT E. [unclear]  
By \_\_\_\_\_