

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

# 30640

## CONTRACT

1  
2 THIS CONTRACT is made and entered, in duplicate, as of March 28, 2008  
3 for reference purposes only, pursuant to a minute order adopted by the City Council of  
4 the City of Long Beach at its meeting held on April 15, 2008, by and between PALP, INC.  
5 DBA EXCEL PAVING COMPANY, a California corporation, whose address is 2230  
6 Lemon Avenue, Long Beach, California 90806 ("Contractor"), and the CITY OF LONG  
7 BEACH, a municipal corporation ("City").

8 WHEREAS, pursuant to a "Notice Inviting Bids for Improvement of 7th  
9 Street Between Redondo Avenue and Pacific Coast Highway in the City of Long Beach,  
10 California," dated March 12, 2008, and published by City, bids were received, publicly  
11 opened and declared on the date specified in said Notice; and

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

13 WHEREAS, the City Council authorized the City Manager to enter a  
14 contract with Contractor for the work described in Plans & Specifications No. R-6722;

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

17 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
18 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
19 work described in "Plans & Specifications No. R-6722 for Improvement of 7th Street  
20 Between Redondo Avenue and Pacific Coast Highway in the City of Long Beach,  
21 California," said work to be performed according to the Contract Documents identified  
22 below. However, this Contract is intended to provide to City complete and finished work  
23 and, to that end, Contractor shall do everything necessary to complete the work, whether  
24 or not specifically described in the Contract Documents.

25 2. PRICE AND PAYMENT.

26 A. City shall pay to Contractor the amount(s) for materials and  
27 work identified in Contractor's "Bid for Improvement of 7th Street Between  
28 Redondo Avenue and Pacific Coast Highway in the City of Long Beach,

1 California," attached hereto as Exhibit "A".

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

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,  
7 Plans & Specifications No. R-6722 (which may include by reference the Standard  
8 Specifications for Public Works Construction, latest edition, and any supplements  
9 thereto, collectively the "Standard Specifications"); the City of Long Beach  
10 Standard Plans; Plans and Drawings No. C-5909 for this work; the California Code  
11 of Regulations; the various Uniform Codes applicable to trades; the prevailing  
12 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long  
13 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;  
14 this Contract and all documents attached hereto or referenced herein including but  
15 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
16 Proceed; Notice of Completion; any addenda or change orders issued in  
17 accordance with the Standard Specifications; any permits required and issued for  
18 the work; approved final design drawings and documents; and the Information  
19 Sheet. These Contract Documents are incorporated herein by the above  
20 reference and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
22 if any conflict or inconsistency exists or develops among or between Contract  
23 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;  
24 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6722; 5)  
25 Addenda; 6) Plans and Drawings No. C-5909; 7) the City of Long Beach Standard  
26 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
27 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

28 4. TIME FOR CONTRACT. Contractor shall commence work on a date

1 to be specified in a written "Notice to Proceed" from City and shall complete all work  
2 within ninety (90) working days thereafter, subject to strikes, lockouts and events beyond  
3 the control of Contractor. Time is of the essence hereunder. City will suffer damage if  
4 the work is not completed within the time stated, but those damages would be difficult or  
5 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
6 amount stated in the Contract Documents.

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

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

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

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

28 9. INSURANCE. Prior to commencement of work, and as a condition

1 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence  
2 of all insurance required in the Contract Documents.

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

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

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

17 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

26 B. If Contractor is prevented, in any manner, from strict  
27 compliance with the Plans and Specifications due to any Federal or State law, rule  
28 or regulation, in addition to all other rights and remedies reserved to the parties

1 City may by resolution of the City Council suspend performance hereunder until  
2 the cause of disability is removed, extend the time for performance, make changes  
3 in the character of the work or materials, or terminate this Contract without liability  
4 to either party.

5 13. NOTICES.

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

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

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

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

28 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and

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

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

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

16 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

26 21. AUDIT. If payment of any part of the consideration for this Contract  
27 is made with federal, state or county funds and a condition to the use of those funds by  
28 City is a requirement that City render an accounting or otherwise account for said funds,

1 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
2 extract information from, and copy all books, records, accounts and other information  
3 relating to this Contract.

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

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

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

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

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

28           27.    INTEGRATION. This Contract, including the Contract Documents



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

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

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

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

26  
27  
28

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

3  
4 April 14, 2008

PALP, INC., a California corporation  
DBA Excel ~~Painting~~ Company  
By [Signature] ARB

**C.P. BROWN**

Type or Print Name

**PRESIDENT**

Title

6  
7  
8 April 14, 2008

By [Signature]

**MICHELE E. DRAKULICH**

Type or Print Name

**ASST. SECRETARY**

Title

"Contractor"

CITY OF LONG BEACH, a municipal corporation

**Assistant City Manager**

12  
13  
14 May 2, 2008

By [Signature]  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Contract is approved as to form on April 29,

17 2008.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]  
20 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 4-14-08 before me, CELESTE A. GRAHAM NOTARY PUBLIC  
(Here insert name and title of the officer)

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

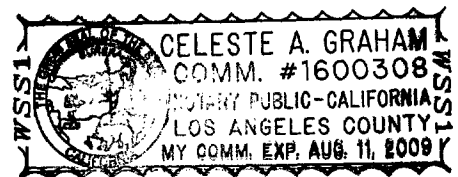
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Celeste A. Graham  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p>_____</p> <p style="text-align: center;">(Title or description of attached document)</p> <p>_____</p> <p style="text-align: center;">(Title or description of attached document continued)</p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;">(Additional information)</p>
--

<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Title)</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

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

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

# EXHIBIT “A”

Contractor’s Bid

**FALP, INC. DBA**  
**EXCEL PAVING COMPANY**

**BIDDER'S NAME:** \_\_\_\_\_

**IMPROVEMENT OF 7<sup>th</sup> STREET  
BETWEEN REDONDO AVENUE AND PACIFIC COAST HIGHWAY  
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on March 12, 2008, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6722 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	66	Ea	365.	24090.
2.	Adjust Water Valve Box & Cover and Meter Box & Cover	78	Ea	340.	26520.
3.	Adjust Cleanout and Cover	3	Ea	340.	1020.
4.	Adjust Gas Valve Box & Cover	17	Ea	290.	4930.
5.	Replace Pull Box	20	Ea	365.	7300.
6.	Construct Survey Monument Casting & Cover	1	Ea	890.	890.
7.	Adjust Survey Monument Casting & Cover	22	Ea	365.	8030.
8.	Construct Survey Benchmark, Type 1	3	Ea	680.	2040.

Addendum No. 2  
B-1

R-6722

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
9.	Concrete Removal	469	CY	94.	44086.
10.	Bituminous Pavement Removal	671	CY	33.75	22646.25
11.	(S) Cold Milling Asphalt Concrete Pavement	51,104	SY	1.30	66435.20
12.	(S) Cold Milling P.C.C. Pavement	3,801	SY	5.25	19955.25
13.	Unclassified Excavation	292	CY	21.65	6321.80
14.	Crushed Miscellaneous Base	263	CY	61.25	16108.75
15.	Asphalt Concrete Pavement	170	Ton	85.35	14509.50
16.	Asphalt Rubber Hot Mix	5,873	Ton	83.50	490395.50
17.	P.C.C. Curb, GB Type A1 (150)	91	LF	16.00	1456.
18.	P.C.C. Curb & Gutter, GB Type A2, W= 1.5'	331	LF	23.65	7828.15
19.	P.C.C. Curb & Gutter, GB Type A2, W= 1.5' to 7'	46	LF	69.	3174.
20.	P.C.C. Curb & Gutter, GB Type A2, W= 7'	88	LF	69.	6072.

Addendum No. 2

B-2

R-6722

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
21.	P.C.C. Sidewalk, 3" Thick	7,000	SF	4.85	33950.
22.	(S) Curb Ramp Detectable Warning Surface	516	SF	32.	16512.
23.	P.C.C. Alley Approach, 6" Thick	1,048	SF	7.50	7860.
24.	P.C.C. Driveway Apron, 6" Thick	274	SF	8.20	2246.80
25.	P.C.C. Pavement, 8" to 12" Thick	697	SF	13.	9061.
26.	P.C.C. Bus Stop Street Pad, 10" Thick	9,839	SF	8.30	81663.75
27.	Permanent Roadway Signing	1	LS	9750.	9750.
28.	Pavement Markers, Markings and Traffic Striping	1	LS	34525.	34525.
29.	(S) Loop Detectors	31	Ea	220.	6820.
30.	(S) Traffic Signal Interconnect System	1	LS	149750.	149750.
31.	Traffic Signal Heads	20	Ea	945.	18900.

Addendum No. 2

B-3

R-6722

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
32.	Temporary Traffic Control Devices	1	LS	68500.	68500.

TOTAL AMOUNT BID 1,213,346.<sup>90</sup>

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**

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



---

Title: **C.P. BROWN      PRESIDENT**

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Date: **April 14, 2008**

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# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4-14-08 before me, CELESTE A. GRAHAM, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared PALP INC. DBA EXCEL PAVING COMPANY BY C.P. BROWN PRESIDENT

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

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

WITNESS my hand and official seal.

*Celeste A. Graham*  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document)</small></p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;"><small>(Additional information)</small></p>
---

<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
---

**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

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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


- 1) Workers' Compensation Insurance:
  - A. Policy Number: A1CW50210704
  - B. Name of Insurer (**NOT** Broker): OLD REPUBLIC GENERAL INS. CORP.
  - C. Address of Insurer: 199 WATER ST., 11TH FLOOR, NEW YORK NY 10038
  - D. Telephone Number of Insurer: 212/607-2637
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): NUMEROUS
  - B. Automobile Liability Insurance Policy Number: A1CA50210704
  - C. Name of Insurer (**NOT** Broker): OLD REPUBLIC GENERAL INS. CORP.
  - D. Address of Insurer: 199 WATER ST., 11TH FLOOR, NEW YORK, NY 10038
  - E. Telephone Number of Insurer: 212/607-2637
  
- 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: TBD
  
- 5) Estimated total wages to be paid those workers: TBD
  
- 6) Dates (or schedule) when those wages will be paid: \_\_\_\_\_  
WEEKLY  
(Describe schedule: For example, weekly or every other week or monthly)
  
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
5
  
- 8) Taxpayer's Identification Number: 

EXHIBIT "C"

# EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor

Classification or Type of Work

Name GRIFFITH CO.

CONCRETE

Address 17200 BLOOMFIELD AVE.

Dollar Amount of Contract \$ 147,200 -

City SANTA FE SPRINGS

DBE / MBE / WBE / Racial Origin CAUCASIAN

Phone No. (562) 929-1128

(circle one)  
License No. 88

Name CA PROFESSIONAL ENGINEERING

ELECTRICAL

Address 9316 MAPLE AVE.

Dollar Amount of Contract \$ 174,500

City SOUTH EL MONTE

DBE / MBE / WBE / Racial Origin UNKNOWN

Phone No. (626) 452-8658

(circle one)  
License No. 793907

Name ALL AMERICAN ASPHALT

COLD MILL

Address 666 E. SAN BERNARDINO RD.

Dollar Amount of Contract \$ 83,400 -

City Covina

DBE / MBE / WBE / Racial Origin CAUCASIAN

Phone No. (626) 961

(circle one)  
License No. 267073

Name PAMIREZ CONSTRUCTION

JUST UTILITIES

Address 656 E. SAN BERNARDINO RD

Dollar Amount of Contract \$ 164,600 -

City Covina

DBE / MBE / WBE / Racial Origin HISPANIC

Phone No. (626) 967-5790

(circle one)  
License No. 683241

Name SUPERIOR STRIPING

PAVEMENT MARKINGS STRIPING & SIGNS

Address 14658 INDUSTRY CIRCLE

Dollar Amount of Contract \$ 42,280 -

City LA MIRADA

DBE / MBE / WBE / Racial Origin UNKNOWN

Phone No. 714) 562-9100

(circle one)  
License No. 776306

Name \_\_\_\_\_

\_\_\_\_\_

Address 400 E. 6<sup>th</sup> ST.

Dollar Amount of Contract \$ \_\_\_\_\_

City CORONA

DBE / MBE / WBE / Racial Origin \_\_\_\_\_

Phone No. 909-736-7600

(circle one)  
License No. \_\_\_\_\_

APPENDIX "A"

BOE-400-DP (FRONT) REV 1. (10-01)  
**APPLICATION FOR  
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

Please Type or Print Clearly. Read instructions on reverse before completing this form.

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

## 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 use tax direct payment application, 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 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) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044.



## Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. \_\_\_\_\_ issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

\_\_\_\_\_  
(Name of Vendor)

\_\_\_\_\_  
(Address of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.

Description of property to be purchased:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser: \_\_\_\_\_ Date certificate given: \_\_\_\_\_

Signature and Title of Purchaser or Authorized Agent: \_\_\_\_\_

### IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a vendor from the requirement to collect and remit USE TAX on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any SALES TAX obligations. Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

Approved By: \_\_\_\_\_  
(Deputy Director, Sales and Use Tax Department)

Date: \_\_\_\_\_

Questions regarding this form should be directed to 800 400-7115, or write to the Board of Equalization, Audit Evaluation and Planning Section, MIC 40, P.O. Box 942879, Sacramento, Ca 94279-0040.

THIS FORM MAY BE REPRODUCED

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## NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections<sup>1</sup> 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: **Sales and Use Tax**, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; **Excise Taxes, Fuel Taxes and Environmental Fees**, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; **Property Taxes**, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

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<sup>1</sup>All references are to the California Revenue and Taxation Code unless otherwise indicated.

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CALIFORNIA STATE BOARD OF EQUALIZATION  
USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER \_\_\_\_\_

**DRAFT**

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA

THIS PERMIT IS NOT A SELLER'S PERMIT TO ENGAGE IN SALES OF TANGIBLE PERSONAL PROPERTY

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-DPLZ (1-98)

**NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION**

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40215; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45981; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This information is used for the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

\*All references are to the California Revenue and Taxation Code, unless otherwise indicated.

KNOW ALL MEN BY THESE PRESENTS: That we, PALP Inc. dba Excel Paving Company

Federal Insurance Company, as PRINCIPAL, and  
15 Mountain View Rd., Warren, NJ 07059, located at \_\_\_\_\_

\_\_\_\_\_ 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 One million  
two hundred thirteen thousand three hundred forty six and 90/100

DOLLARS (\$ \*\* ), 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. **\*\*(\$1,213,346.90)**

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)  
with said City of Long Beach for the  
Improvement of 7th Street Between Redondo Avenue and Pacific Coast Highway  
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 21st day of May, 2008

PALP Inc. dba Excel Paving Company  
CONTRACTOR/PRINCIPAL

Federal Insurance Company  
SURETY, admitted in California

By: C.P. Brown  
Name: C.P. BROWN  
Title: PRESIDENT

By: Douglas A. Rapp  
Name: Douglas A. Rapp  
Title: Attorney in Fact

By: Michele E. Drakulich  
Name: MICHELE E. DRAKULICH  
Title: ASST. SECRETARY

Telephone: 908-903-2000

Approved as to form this 22nd day  
of May, 2008

Approved as to sufficiency this 21 day  
of May, 2008

ROBERT E. SHANNON, City Attorney

By: Gregg Pond  
Deputy

By: Paul Chaffin  
City Manager/City Engineer

NOTE: 1. Execution of this 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 and, 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 5-21-08 before me, CELESTE A. GRAHAM NOTARY PUBLIC  
(Here insert name and title of the officer)

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

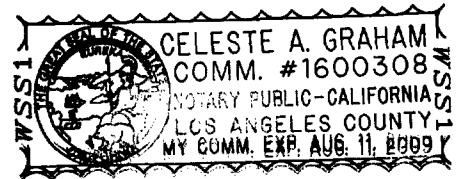
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Celeste A. Graham  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p>_____</p> <p style="text-align: center;">(Title or description of attached document)</p> <p>_____</p> <p style="text-align: center;">(Title or description of attached document continued)</p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;">(Additional information)</p>
--

<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Title)</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

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- 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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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

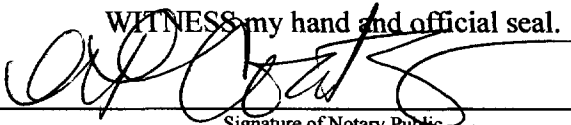
County of Orange

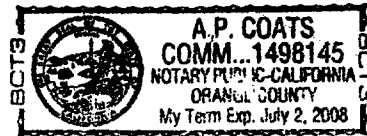
On May 21, 2008 before me, A.P. Coats, Notary Public  
(Here insert name and title of the officer)

personally appeared Douglas A. Rapp, Attorney in Fact

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

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

WITNESS my hand and official seal.  
  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

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

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

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
 \_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document



POWER OF ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

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

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

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

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

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

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

STATE OF NEW JERSEY }  
County of Somerset } ss.

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

Notarial Seal



Karen A. Price  
Notary Public State of New Jersey  
No. 2231647  
Commission Expires Oct. 21, 2004

*Karen A. Price*  
Notary Public

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this 21st day of May 2008



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

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

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, PALP Inc. dba Excel Paving Company  
Company, as PRINCIPAL, and Federal Insurance  
07059, located at 15 Mountain View Rd., Warren, NJ  
Indiana, 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 One million  
two hundred thirteen thousand three hundred forty six and 90/100  
DOLLARS (\$ \*\* ), 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 present. \*\* (\$1,213,346.90)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City  
of Long Beach for the Improvement of 7th Street Between Redondo Avenue and Pacific Coast  
Highway and is required 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 the work or labor required to be done  
thereunder, 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.

This bond shall insure 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 21st day of May, 2008.

PALP Inc. dba Excel Paving Company

Federal Insurance Company

CONTRACTOR/PRINCIPAL

SURETY, admitted in California

By: C.P. Brown

By: Douglas A. Rapp

**C.P. BROWN**

Douglas A. Rapp

Name: C.P. BROWN

Name: Douglas A. Rapp

Title: PRESIDENT

Title: Attorney in Fact

By: Michele E. Drakulich

Telephone: 908-903-2000

**MICHELE E. DRAKULICH**

Name: MICHELE E. DRAKULICH

Title: ASST. SECRETARY

Approved as to form this 22nd day  
of May, 2008.

Approved as to sufficiency this 21 day  
of May, 2008.

ROBERT E. SHANNON, City Attorney

By: Robert E. Shannon

Deputy

By: M. [Signature]

City Manager/City Engineer

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's  
certificate of acknowledgement must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, CA 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 5-21-08 before me, CELESTE A. GRAHAM NOTARY PUBLIC  
(Here insert name and title of the officer)

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

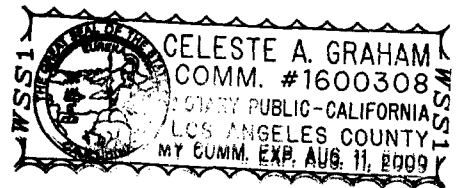
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in his/her/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

*Celeste A. Graham*  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

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

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

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

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(Additional information)

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

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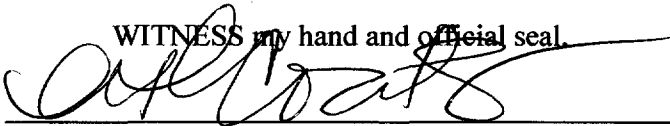
County of Orange

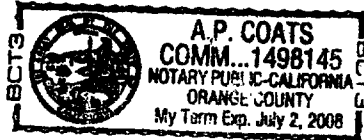
On May 21, 2008 before me, A.P. Coats, Notary Public  
(Here insert name and title of the officer)

personally appeared Douglas A. Rapp, Attorney in Fact

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Signature of Notary Public



(Notary Seal)

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(Title or description of attached document)

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(Title or description of attached document continued)

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

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

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- Individual (s)  
 Corporate Officer

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

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



POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

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

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

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

Kenneth C. Wendel, Assistant Secretary (signature)

Frank E. Robertson, Vice President (signature)

STATE OF NEW JERSEY } ss.
County of Somerset

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

Notarial Seal



Karen A. Price
Notary Public State of New Jersey
No. 2231647
Commission Expires Oct. 31, 2006

(signature)
Notary Public

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

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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 21st day of May 2008



Kenneth C. Wendel, Assistant Secretary (signature)

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