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CONTRACT

32076

THIS CONTRACT is made and entered, in duplicate, as of April 13, 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 April 12, 2011, by and between PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation ("Contractor"), whose address is 2230 Lemon Avenue, Long Beach, California 90806, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Appian Way Between Park Avenue and Nieto Avenue, and Nieto Avenue Between Appian Way and Colorado Street in the City of Long Beach, California," dated March 1, 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-5356 and Project Specifications No. R-6222;

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-5356 and Project Specifications No. R-6222 for Appian Way Between Park Avenue and Nieto Avenue, and Nieto Avenue Between Appian Way and Colorado Street 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.

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

1 2. PRICE AND PAYMENT.

2 A. City shall pay to Contractor the amount(s) for materials and
3 work identified in Contractor's "Bid for Appian Way Between Park Avenue and
4 Nieto Avenue, and Nieto Avenue Between Appian Way and Colorado Street in the
5 City of Long Beach, California," attached hereto as Exhibit "A".

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-6222 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach
14 Standard Plans; Project Plans No. C-5356 for this work; the California Code of
15 Regulations; the various Uniform Codes applicable to trades; the prevailing wage
16 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
18 Contract and all documents attached hereto or referenced herein including but not
19 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
20 Proceed; Notice of Completion; any addenda or change orders issued in
21 accordance with the Standard Specifications; any permits required and issued for
22 the work; approved final design drawings and documents; and the Information
23 Sheet. These Contract Documents are incorporated herein by the above
24 reference and form a part of this Contract.

25 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
26 if any conflict or inconsistency exists or develops among or between Contract
27 Documents, the following priority shall govern: 1) Permit(s) from other public
28 agencies; 2) Change Orders; 3) this Contract (including any and all amendments

1 hereto); 4) Addenda (which shall include written clarifications, corrections and
2 changes to the bid documents and other types of written notices issued prior to bid
3 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
4 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
5 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
6 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

7 4. TIME FOR CONTRACT. Contractor shall commence work on a date
8 to be specified in a written "Notice to Proceed" from City and shall complete all work
9 within sixty (60) working days thereafter, subject to strikes, lockouts and events beyond
10 the control of Contractor. Time is of the essence hereunder. City will suffer damage if
11 the work is not completed within the time stated, but those damages would be difficult or
12 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
13 amount stated in the Contract Documents.

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

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

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

28 8. CLAIMS. Contractor shall, upon completion of the work, deliver

1 possession thereof to City ready for use and free and discharged from all claims for labor
2 and materials in doing the work and shall assume and be responsible for, and shall
3 protect, defend, indemnify and hold harmless City from and against any and all claims,
4 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
5 persons, or damages to property, including property of City, which arises from or is
6 connected with the performance of the work.

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

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

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

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

24 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

25 A. If the work is terminated pursuant to an order of any Federal
26 or State authority, Contractor shall accept as full and complete compensation
27 under this Contract such amount of money as will equal the product of multiplying
28 the Contract price stated herein by the percentage of work completed by

1 Contractor as of the date of such termination, and for which Contractor has not
2 been paid. If the work is so terminated, the City Engineer, after consultation with
3 Contractor, shall determine the percentage of work completed and the
4 determination of the City Engineer shall be final.

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

12 13. NOTICES.

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

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

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

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

7 16. CERTIFIED PAYROLL RECORDS.

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

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

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

1 Contractor and subcontractors.

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

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

13 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

1 shall not be deemed compliance with or a waiver of any requirements of the Contract
2 Documents.

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

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

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

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

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

26 A. During the performance of this Contract, the Contractor
27 certifies and represents that the Contractor will comply with the EBO. The
28 Contractor agrees to post the following statement in conspicuous places at its

1 place of business available to employees and applicants for employment:

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

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

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

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

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

22 31. DEFAULT. Default shall include but not be limited to Contractor's
23 failure to perform in accordance with the Plans and Specifications, failure to comply with
24 any Contract Document, failure to pay any penalties, fines or charges assessed against
25 Contractor by any public agency, failure to pay any charges or fees for services
26 performed by the City, and if Contractor has substituted any security in lieu of retention,
27 then default shall also include City's receipt of a stop notice. If default occurs and
28 Contractor has substituted any security in lieu of retention, then in addition to City's other

1 legal remedies, City shall have the right to draw on the security in accordance with Public
2 Contract Code Section 22300 and without further notice to Contractor. If default occurs
3 and Contractor has not substituted any security in lieu of retention, then City shall have
4 all legal remedies available to it.

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

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

9 April 11, 2011

By C.P. Brown
President

C.P. BROWN
Type or Print Name

11 April 11, 2011

By Michele E. Drakulich
Secretary

MICHELE E. DRAKULICH ASST. SECRETARY
Type or Print Name

14 "Contractor"

15 CITY OF LONG BEACH, a municipal
16 corporation

17 4. 17, 2011

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

19 "City"

20 This Contract is approved as to form on 4/13,

21 2011.

22 ROBERT E. SHANNON, City Attorney

23 By [Signature]
Deputy

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4-11-2011 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared C.P. BROWN

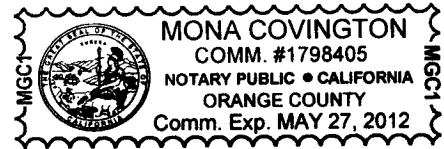
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

By: Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4-11-2011 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MICHELE E. DRAKULICH

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

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

WITNESS my hand and official seal.

By: Mona Covington

Signature of Notary Public

(Notary Seal)



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 Corporate Officer

(Title)

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 Other _____

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- Securely attach this document to the signed document

EXHIBIT "A"

10

CALIFORNIA
EXCEL PAINTING COMPANY

BIDDER'S NAME:

**BID TO THE CITY OF LONG BEACH
APPIAN WAY BETWEEN PARK AVENUE AND NIETO AVENUE,
AND NIETO AVENUE BETWEEN
APPIAN WAY AND COLORADO STREET**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on March 30, 2011, at 11:00 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-6222 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Concrete Removal	315	CY	70.00	22050.00
2.	Bituminous Pavement Removal	486	CY	70.00	34020.00
3.	Clearing and Grubbing	1	LS	2100.00	2100.00
4.	Root Shaving	48	LF	13.50	648.00
5.	Tree Pruning	4	Ea	310.00	1240.00
6.	Unclassified Excavation	1,545	CY	37.00	57165.00
7.	Adjust City Manhole Frame & Cover	5	Ea	735.00	3675.00
8.	Adjust L.A.C.S.D. Manhole Frame & Cover	5	Ea	735.00	3675.00
9.	Adjust Water Gate Box & Cover	13	Ea	375.00	4875.00
10.	Adjust Gas Valve Box & Cover	3	Ea	375.00	1125.00
11.	Replace Pull Box	9	Ea	525.00	4725.00
12.	Backfill with earth	1	CY	525.00	525.00
13.	PCC Local Depression	1	EA	450.00	450.00

14.	Adjust Survey Monument Casting & Cover	2	Ea	360.00	720.00
15.	Construct spike & washer	1	Ea	360.00	360.00
16.	Curb Drain	2	Ea	320.00	640.00
17.	PCC Curb & Gutter, GB Type A2, W=1.5'	3,656	LF	17.00	62152.00
18.	PCC Sidewalk, 3" Thick	9,984	SF	3.25	32448.00
19.	Curb Ramp Detectable Warning Surface	96	SF	26.00	2496.00
20.	PCC Alley Intersection, 6" Thick	800	SF	6.15	4920.00
21.	PCC Cross Gutter, 8" Thick	666	SF	8.00	5328.00
22.	Crushed Miscellaneous Base	1,483	CY	42.00	62286.00
23.	(S) Cold Milling Asphalt Concrete Pavement	4,903	SY	2.40	11767.20
24.	(S) Cold Milling Concrete Pavement	545	SY	10.00	5450.00
25.	Asphalt Concrete Pavement	731	Ton	80.00	58480.00
26.	Asphalt Rubber Hot Mix (ARHM)	1,273	Ton	84.00	106932.00
27.	(S) Pavement Markers, Markings and Traffic Striping	1	LS	20050.00 20500.00	20050.00 20500.00 (CPN)
28.	(S) Permanent Roadway Signing	1	LS	4500.00	4500.00
29.	(S) Loop Detectors	50	Ea	220.00	11000.00
30.	Temporary Traffic Control Devices	1	LS	70000.00	70000.00

TOTAL AMOUNT BID

596,252.20

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.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? NO Which racial minority? N/A
Is the Bidder a Women-Owned Business? NO

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

Press Telegram

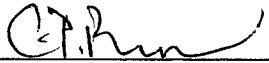
(Continued on Next Page)

ADDENDA

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers: N/A

1 2 3 4 5 6 7
(Initial above all appropriate numbers)

Respectfully submitted,


Signature**

EXCEL PAVING COMPANY

Legal Name of Company

C.P. BROWN, PRESIDENT

Print Name / Title

N/A

Names of Other General Partners

N/A

Names of Other Partners

CALIFORNIA

State of Incorporation

State Where Registered as LLC

2230 LEMON AVENUE
LONG BEACH, CA 90806

Business Address (Actual Address -Not A Post Office Box)

(562) 599-5841

FAX (562) 591-7485

Telephone Number / Fax Number

JMARTIN@ExcelPaving.net
Email Address

STATE LIC 688650 "A"

Contractor's License Number

Bu05028940

City of Long Beach Business License Number

1-28-12

City of Long Beach Business License Expiration Date

2230 LEMON AVENUE
LONG BEACH, CA 90806

Address on City Business License

_____ If Bidder is an individual, set forth his/her signature.

_____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..

_____ If Bidder is a general partnership, set forth the signature of the general partner.

_____ If Bidder is a limited partnership, provide names of other partners.

_____ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company

_____ If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

EXHIBIT "B"

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:

FILIPINO
EMERGENCY PROGRAM

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



Title: C.F. BROWN, PRESIDENT

Date: MAR 30 2001

EXHIBIT "C"

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:
SEE ATTACHED
A. Policy Number: AICA50211007
B. Name of Insurer (NOT Broker): THE WOODITCH COMPANY
C. Address of Insurer: 2439 CPB
D. Telephone Number of Insurer: (949) 553-9800
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
SEE ATTACHED
A. VIN (Vehicle Identification Number): _____
B. Automobile Liability Insurance Policy Number: THE CPB AICA50211007
C. Name of Insurer (NOT Broker): THE WOODITCH COMPANY
D. Address of Insurer: _____
E. Telephone Number of Insurer: (949) 553-9800
- 3) Address of Property used to house workers on this Contract, if any: _____

- 4) Estimated total number of workers to be employed on this Contract: 20 ^{CPB}
5) Estimated total wages to be paid those workers: \$ 70,000 -
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: [REDACTED]

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
G	01-02	00 FORD EXCURSION	ON	4JTT140	1FMNU42S6YEB68042	UT	12/09	CURT SR.
G	02-02	03 LINCOLN NAVIGATOR	ON	5CCX524	5LMFU27R93LJ35276	UT	04/10	CURT SR.
G	03-02	00 FORD RANGER PU	ON	6H26786	1FTYR10V2YPC07535	RANGER	08/08	JUNK YARD
G	04-02	00 FORD RANGER PU	ON	6H03461	1FTYR10VXYPC07556	RANGER	08/10	YARD??
G	05-02	00 FORD RANGER PU	ON	6H03844	1FTYR10V0YPC07565	RANGER	08/10	YARD
G	06-02	03 RANGER EDGE PU	ON	7D97682	1FTYR14V13PB28425	RANGER	05/10	BID RUNNER/CAROL
G	07-02	09 FORD ESPACE	ON	6GUC222	1FMCU03G39KA63214	ESCAPE	11/09	BID RUNNER/ CRISSA
G	66-03	97 FORD PU 3/4 TN	ON	5K37650	1FTEF27L6VNB40631	F250	09/09	SOLD @ AUCTION
G	67-03	97 FORD PU 3/4 TN	ON	5K37649	1FTEF27L4VNB40630	F250	09/09	SOLD @ AUCTION
G	68-03	97 FORD PU 1/2 TN	ON	5K57071	1FTEX17L0VNB27171	F150	09/09	JOSH
G	69-03	98 FORD PU 1/2 TN	ON	5P70019	1FTDF1727VNC95136	F150	08/10	BID RUNNER/CAROL
G	72-03	98 FORD PU 3/4 TN	ON	5R30342	1FTRF27L1WNA35000	F250	09/10	FOURZON
G	73-03	98 FORD PU 3/4 TN	ON	7K57029	1FTRF27L3WNA35001	F250	09/09	SOLD @ AUCTION
G	74-03	98 FORD PU 3/4 TN	ON	5R30341	1FTRF27L9WNA34998	F250	09/09	SOLD @ AUCTION
G	75-03	98 FORD PU 3/4 TN	ON	8J13760	1FTRF27L3WNA35003	F250	09/09	YARD
G	76-03	98 FORD PU 1/2 TN	ON	5T19184	1FTRX17L7WNA90599	F150	02/10	FIRSICH
G	79-03	96 FORD PU 1/2 TN	ON	5U50312	1FTEF15N0TLB28982	F150	04/10	SOLD @ AUCTION
G	82-03	99 FORD PU 3/4 TN	ON	5X18822	1FTNF20L3XEB95244	F250	09/10	YARD
G	83-03	99 FORD PU 3/4 TN	ON	5W75305	1FTNF20L8XEC30831	F250	11/09	YARD
G	84-03	99 FORD PU 3/4 TN	ON	5X61841	1FTPX27L2XKA52136	F250	11/09	SINGER
G	85-03	99 FORD PU 3/4 TN	ON	5X61840	1FTPX27L5XKA52129	F250	11/09	LAPAGLIA
G	86-03	99 FORD PU 3/4 TN	ON	5X68766	1FTPX27L0XKA52118	F250	11/09	DELGADO
G	88-03	99 FORD PU 3/4 TN	ON	5Z39447	1FTPX27L7XKB22780	F250	03/10	G. ORTIZ
G	89-03	99 FORD PU 1/2 TN	ON	7E65265	1FTZF172XXKB32832	F150	05/10	YARD
G	92-03	00 FORD PU 3/4 TN	ON	6C88019	1FTNF20L5YEA34735	F250	08/10	YARD
G	93-03	00 FORD PU 3/4 TN	ON	6D19023	1FTNF20L7YEA34770	F250	08/10	YARD
G	94-03	00 FORD PU 3/4 TN	ON	6C89042	1FTNF20L5YEA34749	F250	09/09	YARD ???
G	95-03	00 FORD PU 3/4 TN	ON	6C89041	1FTNF20L2YEA34689	F250	08/10	BUENROSTRO
G	96-03	00 FORD PU 3/4 TN	ON	7V81016	1FTNF20L3YEA34717	F250	08/10	YARD
G	97-03	00 FORD PU 3/4 TN	ON	6C87037	1FTNF20L4YEA34130	F250	09/09	YARD
G	98-03	00 FORD PU 3/4 TN	ON	6C87036	1FTNF20L6YEA34758	F250	09/10	D. CHAVEZ
G	99-03	00 FORD PU 1/2 TN	ON	6C87945	1FTRX17L2YKA14989	F250	09/09	SCHROEDER
G	09-04	00 FORD PU 3/4 TN	ON	6J52261	1FTNF20L1YEE41869	F250	08/10	BISHOP
G	10-04	00 FORD PU 3/4 TN	ON	6J52280	1FTNF20LXYEE41871	F250	08/10	J. GARCIA

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
G	11-04	01 FORD PU 3/4 TN	ON	6J65185	1FTNF20L91EA02277	F250	08/10	YARD
G	12-04	01 FORD PU 3/4 TN	ON	7E90342	1FTNF20L01EA02300	F250	08/10	YARD
G	13-04	01 FORD CREW CAB	ON	6N97208	1FTRW07W01KD82410	F150	03/10	BID RUNNER (GOLD MEN
G	15-04	01 FORD PU 1/2 TN	ON	6P37375	3FTSF30L61MA44537	F350	04/10	YARD
G	16-04	02 FORD PU 3/4 TN	ON	6T39330	1FTNF20L91ED41217	F250	08/09	YARD (BROCK'S OLD TRI
G	17-04	02 FORD PU 3/4 TN	ON	6T41450	1FTNX20L42EA63583	F250	09/08	MUNOZ
G	18-04	02 FORD PU 3/4 TN	ON	6T41451	1FTNX20L12EA63590	F250	09/10	YARD
G	19-04	02 FORD PU 3/4 TN	ON	6T41452	1FTNF20L82EA63508	F250	09/10	GLOVER, COURTNEY
G	20-04	02 FORD PU 3/4 TN	ON	6T39124	1FTNF20L92EA63498	F250	09/10	YARD
G	21-04	02 FORD PU 3/4 TN	ON	6U14603	1FTNX20L82EA72237	F250	10/10	FRATANGELO
G	22-04	02 FORD PU 3/4 TN	ON	6U14606	1FTNX20L72EA72245	F250	10/10	JA. MARTINEZ
G	23-04	02 FORD PU 3/4 TN	ON	6U14605	1FTNX20L42EA72252	F250	10/10	HERBERT
G	24-04	02 FORD PU 3/4 TN	ON	6U14602	1FTNX20L92EA72263	F250	10/10	TARIN, A.
G	25-04	03 FORD PU 3/4 TN	ON	7C02409	3FTNF20L43MB16295	F250	02/10	YARD
G	26-04	03 FORD PU 3/4 TN	ON	7C02408	3FTNF20L63MB16296	F250	02/10	YARD
G	27-04	03 FORD PU 3/4 TN	ON	7B34444	3FTNF20L83MB16297	F250	01/10	L. GUTIERREZ
G	28-04	03 FORD PU 3/4 TN	ON	7B34495	3FTNF20L23MB17736	F250	01/10	PHILLINGANE
G	29-04	03 FORD PU 1/2 TN XT CAB	ON	7E67243	1FTRX17W83NB87322	F150	06/10	CROSBY
G	30-04	03 FORD PU 1/2 TN XT CAB	ON	7E67244	1FTRX17W03NB87265	F150	06/10	R. SILVA
G	31-04	04 FORD PU 3/4 TN	ON	7G63850	1FTNX20L24EA09721	F250	09/09	PCI
G	32-04	04 FORD PU 3/4 TN	ON	7G64871	1FTNX20L44EA09736	F250	09/09	RAK
G	33-04	04 FORD PU 3/4 TN	ON	7G63849	3FTNX20L44MA01100	F250	09/10	CAVALIERE
G	34-04	04 FORD PU 3/4 TN	ON	7G63848	3FTNX20L64MA01101	F250	09/09	MURANAKA
G	36-04	04 FORD PU 3/4 TN	ON	7G64872	3FTNX20LX4MA01103	F250	09/09	PLEAK
G	37-04	05 FORD PU 3/4 TN	ON	7P78729	1FTNF20515EA25804	F250	09/09	ZIMMERMAN
G	38-04	05 FORD PU 3/4 TN	ON	7P78735	1FTWF30505EA25819	F350	09/10	SHELTON
G	39-04	05 FORD PU 3/4 TN	ON	7P78734	1FTNF20565EA46230	F250	09/09	JI MARTINEZ
G	40-04	05 FORD PU 3/4 TN	ON	7P78733	1FTNF20595EA41376	F250	09/09	FALCON
G	41-04	05 FORD PU 3/4 TN	ON	7P78732	1FTNF20595EA25789	F250	09/10	ROGER BARAJAS
G	42-04	05 FORD PU 3/4 TN	ON	7R81757	1FTNF20525EB05502	F250	11/06	CRASHED - PARTS
G	43-04	05 FORD PU 3/4 TN	ON	7U72569	1FTSX20575EB58678	F250	04/10	YARD
G	44-04	05 FORD SD F250 4/2 SUPER	ON	7W05347	1FTSX205X5EB12701	F250	06/10	YARD
G	45-04	06 FORD F250 XTRA CAB	ON	7Y33571	1FTSX20516EA99001	F250	09/09	VILLEGAS, F. - PCI
G	46-04	06 FORD F250 XTRA CAB	ON	7Y33570	1FTSX20566EA99012	F250	09/10	CERVANTES

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
G	47-04	06 FORD F250 XTRA CAB	ON	7Y33574	1FTSX20586EB06834	F250	09/09	SCHOONOVER
G	48-04	06 FORD F250 XTRA CAB	ON	7Y33575	1FTSX20556EB06824	F250	09/10	SWOPE
G	49-04	06 FORD F250 XTRA CAB	ON	7Y33573	1FTSX20576EB06811	F250	09/10	BENEDICT
G	50-04	06 FORD F250 XTRA CAB	ON	7Y33572	1FTSX20566EA98992	F250	09/10	MADRIGAL
G	51-04	06 FORD F150 XTRA CAB	ON	8C83934	1FTRX12W66KC39673	F150	05/10	RUTLEDGE
G	52-04	07 FORD F250 XTRA CAB	ON	8F26570	1FTSX20567EB30387	F250	12/09	MAYER
G	53-04	07 FORD F250 XTRA CAB	ON	8F26569	1FTSX20587EB30388	F250	12/09	CURT JR.
G	54-04	07 FORD F250 XTRA CAB	ON	8F26568	1FTSX205X7EB30389	F250	12/09	HERNANDEZ
G	55-04	07 FORD F250 XTRA CAB	ON	8F26567	1FTSX20567EB30390	F250	12/09	TRIMBLE
G	56-04	07 FORD F250 XTRA CAB	ON	8F26566	1FTSX20587EB30391	F250	12/09	CORRY, KEN
G	57-04	07 FORD F250 XTRA CAB	ON	8F26565	1FTSX205X7EB30392	F250	12/09	RIVERS
G	58-04	08 FORD 4DR SUPERCREW	ON	8H06008	1FTPW12537FA70045	F150	05/10	SR
G	03-08	89 FORD TACK TRK	ON	5B84244	1FDNF60H9KVA49602	F600	07/07	YARD - NON OP
G	05-08	89 FORD UTILITY BED	ON	4F92344	1FDNF60H1KVA43406	F600	06/05	SCRAPPED
G	06-08	85 FORD FLAT BED	ON	2U11883	1FDNF60H9FVA72478	F600	12/09	YARD
G	07-08	95 FORD FLAT BED	ON	5A09059	1FDNF70J7SVA28465	F700	01/10	YARD
G	10-08	88 FORD FLAT BED	ON	6T59572	1FDNF70K8JVA37182	F700	09/08	YARD
G	12-08	99 FORD TACK TRK	ON	5Y62484	1FADF56S6XED58365	F550	02/10	SOTO
D	13-08	96 FREIGHTLINER FLAT BED	ON	7G19298	1FV6HLAA7TL837427	FL70	12/09	PCI
G	14-08	05 FORD TACK TRK	ON	7S79139	1FADF56Y35EA51642	CB	11/10	F. INIGUEZ
D	15-08	03 FORD TACK TRK	ON	7B36796	1FADF56S03EB60035	F550	12/09	GUSTAVO
D	06-09	81 INT'L BOBTAIL DUMP TRK	ON	5U50028	1HTAA186XBHA28745	S1800	05/09	SOLD @ AUCTION
D	07-09	86 IHC DUMP TRK 2 AXLE	ON	7A27270	1HTLDUGN1GHA36274	S1900	02/10	YARD
D	10-11	90 FORD FLAT BED 1 TN	ON	3Y07408	2FDLF47M1LCA02103	SUPER/DUTY	11/09	PCI (DANIEL SALDANA)
G	13-11	97 FORD	ON	5P62715	3FELF47G8VMA45396	F450	07/10	PCI (CEASAR LOPEZ)
D	14-11	95 FORD F450 SUPER DUTY	ON	5D43746	1FDLF47FXSEA62701	F450	06/10	PCI
G	15-11	99 FORD FLAT BED	ON	5Y62700	1FDXF46S1XED58312	F450	02/10	YARD - ORANGE YARD
G	16-11	01 FORD PU	ON	6K73491	1FDXF46S21EA02331	F450	08/10	CABLE
G	17-11	99 FORD FLAT BED	ON	5Y62699	1FDXF46S2XED58335	F450	02/10	PLACENCIA
G	18-11	96 1 TN FLAT BED	ON	5H18235	1FDLF47F2TEA10058	SUPER/DUTY	03/10	YARD
G	19-11	95 1 TN FLAT BED	ON	5E58507	1FDLF47F0SEA69124	SUPER/DUTY	09/09	YARD
G	20-11	08 F550 FORD	ON	8K89848	1FADF56Y58EC81907	F550	12/09	A. MEZA
D	03-12	83 GMC 2000 GAL WTR TRK	ON	6T18950	1GDM7D1G3DV527387	DIESEL 7000	09/09	YARD
D	04-12	90 GMC 2000 GAL WTR TRK	ON	6R29370	1GDM7D1Y9LV510035	DIESEL 7000	01/10	YARD

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
D	05-12	84 FORD 3600 GAL WTR TRK	ON	6R41145	1FDYU90W4EVA50552	LT9000	12/08	YARD
D	06-12	95 FORD 2000 GAL WTR TRK	ON	4Z73138	1FDXF8009SVA30850	F800	01/10	YARD
D	07-12	99 STERLING 2000 GAL WTR	ON	6P02685	2FZHLJAA4XAA35989	STRG	06/10	YARD
D	08-12	91 FORD 2000 GAL WTR TRK	ON	7P69498	1FTYR82A1MVA27245	L8000	08/10	YARD (PEREZ, G)
D	09-12	04 FREIGHTLINER 2000GL W	ON	8S23864	3FRXF65134V604434	F650	07/10	YARD (INIGUEZ, R)
NA	01-13	12000 GAL WTR TOWER		SE513054	8895S	RUSTY IRON	12/05	YARD
G	07-13	PORTABLE WTR TANK		SE519734	0713	500 GAL/GAS	12/06	YARD
G	08-13	PORTABLE WTR TANK		NONE	GAP08-13	500 GAL		YARD
G	09-13	PORTABLE WTR TANK		NONE	GAP09-13	500 GAL		YARD
G	10-13	PORTABLE WTR TANK		NONE	GAP10-13	500 GAL		YARD
G	11-13	PORTABLE WTR TANK		NONE	GAP11-13	500 GAL		YARD
D	04-14	89 10 WHL DUMP TRK	ON	7P86086	2WLNCCCF7KK923203	WEST STAR	06/10	YARD (JA)
D	05-14	01 10 WHL DUMP TRK	ON	6H31437	1NPALB0X11D559869	357 PETERB	08/10	SUTTON
D	02-15	93 PETERBUILT	ON	9B04701	1XPCDB9X3PD320850	PETERBUILT	03/10	CATFISH
D	03-15	96 KENWORTH	ON	9B04784	1XKDDB9X3TJ676950	T800	11/10	ROBERT
D	01-16	84 SWEEPER	ON	3BZW719	1A9A23PB7ER059128	2TE3	01/10	YARD
D	05-16	87 SWEEPER	ON	5U50159	1A9A24DB2HR059077	2607A	12/09	YARD
D	06-16	90 SWEEPER	ON	6F97281	1A9A24DB6LR059043	VA	07/10	YARD
	08-16	05 HIGH DUMP SWEEPER	ON	8W30771	49HAACBV35DN79887	SCHWARZE M6000	05/10	YARD
G	12-17	99 FORD STENCIL TRK	ON	5V97705	1FDXF46S3XEB35091	F450	NON-OP	SCRAPPED!
G	14-17	99 FORD MECHANIC TRK	ON	5Y62485	1FDAF56S6XED58396	F550	02/10	YARD (SKIDSTER TRUCK)
G	15-17	01 FORD MECHANIC TRK	ON	8W60005	1FDXF46S11EA02319	UT	06/10	PELAYO
G	16-17	03 FORD SIGN TRK	ON	7B36797	1FDXF46S43EB48040	F450	12/09	PCI (ISRAEL PEREZ)
G	17-17	IS NOW TRUCK # 15-08, DO NOT USE THIS #						
G	18-17	03 FORD MECHANIC TRK	ON	7B36794	1FDAF56S93EB60020	F550	12/09	MCVAY
G	19-17	F550 MECH TRK	ON	7P69477	1FDA56Y26EB19012	F550	02/09	TREJOS
G	20-17	F550 MECH TRK	ON	8H45670	1FDAF56Y27EB44848	F550	12/09	CONNELLY
G	21-17	08 MECH TRK	ON	8K89847	1FDAF56Y08EC90781	F550	12/09	BECK
G	04-18	97 FORD 3/4 TN PAINT TRK	ON	5R35882	3FELF47G6VMA45395	F450	07/10	PCI
D	05-18	94 PAINT TRK	ON	4V37641	1FDKF37M6RNA03398	F350	10/10	PCI (JOSE ZABALZA)
D	06-18	92 PAINT TRK	ON	6C95946	2FDKF37M7NCA71161	F350	08/10	PCI (RAUL ROMERO)
G	07-18	2001 FORD PU TRK	ON	6W23570	1FDXF46S91EA02391	F450	06/10	PCI
D	02-19	98 BOOM TRK (45' REACH)	ON	5N90438	1FDPF80C9WVA15223	F800 CR	09/08	YARD
D	07-20	30 FT ZIEMAN TRAILER		YE1204	1ZCT36A26GZP12726	262T-42K	06/03	PTI YARD

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
NA	09-20	12 FT FORM TRAILER		1GZ7802	1M9UH152XL261075	MARKS	07/12	PTI YARD
NA	10-20	10 FT BOX TRAILER		4AA8962	4AGCU14DXNC016504	DICO	03/12	PTI YARD
NA	12-20	12 FT TILT TRAILER		4AA8963	14HU1220XFNAT1229	U-HAUL	03/12	PTI YARD
NA	13-20	SMALL TILT TRAILER		N/A	N/A			YARD
NA	14-20	20 TN TILT TRAILER		1VT8292	1G9KS3123VA065923	TD40T	04/12	PTI YARD
NA	17-20	99 COZAD 2 AXLE TRAILER		1WJ5206	1C9G44204X1167094	CARRIER	07/12	PTI YARD//ROBERTO
NA	18-20	02 LANDOLL 3 AXLE TRAILER		4AW6998	1LH410UJ321012270	FB	03/12	PTI YARD//CATFISH
NA	19-20	6' RAMP TRLR		N/A	CA1030559			YARD
NA	20-20	20' TRLR (FOR SKIDSTER 01-49)		4KF2710	3BZHP20258C009990	GR TRAILERS	PERM	YARD (01-49)
NA	02-21	AMERICAN 1/2 TN PUP TRAILER		1GZ7856	15A611019EDE21811	FLATBED	07/12	PTI YARD
NA	03-21	APPLE WATER HOSE TRAILER		4AA8961	1A9SU0814P2187661	SU-08 HOSE	03/12	PTI YARD
NA	04-21	LUBE TRLR		?	?	?	?	SHOP
NA	02-23	82 PACIFIC OFFICE TRAILER		RT6848	8227S0833	PACIFIC	06/10	YARD
NA	03-23	87 CLIFF OFFICE TRAILER		PH5369	CIDA0426	CLIFF 832	08/10	YARD
NA	07-23	86 OFFICE TRAILER		1AD2851	1R9CS2010GA082761	ROSWD TRLR	02/06	SHOP OFFICE
NA	08-23	99 10'X44' OFFICE TRAILER		CCJ1025	11991243S26758	SPI	-	YARD
D	09-23	06 BEAVER PATRIOT MOTOR	ON	5TWF399	1RF10551061039721	MH	04/10	YARD/SR
NA	10-23	12'X44' OFFICE TRLR W/RR		CCJ1215	AMI-27400	AURORA 4299	05/08	YARD
NA	11-23	MOBILE OFFICE UNIT W/RESTROOM		CCG7973	06991263S26156	SPI/RONFRAN IN	08/10	YARD
NA	04-24	81 CLEMENTS PUP TRAILER		1UG5026	1C9DB14B5BM110268	CLEMENTS	04/12	PTI YARD
D	05-24	ED TRAILER		1VN5928	109BB38BOMM110162	CLEMENTS	12/05	PTI YARD
D	01-30	1-2 TN ESSICK - SWR	OFF	NONE	72901375	130R		YARD
D	02-30	1-3 TN ROLLER	OFF	NONE	5031203	FD11A		YARD
D	01-31	3-5 TN HYSTER - SWR	OFF	NONE	A158C1729Y	C330A		YARD
D	02-32	5-8 TN HYSTER - SWR		NONE	C146C3065K	C340C		SOLD AT AUCTION
D	02-33	10-12 TN HYSTER - SWR		NONE	B89C3626W	C350BD		SOLD AT AUCTION
D	05-33	10-12 TN HYSTER - SWR		NONE	C89C5042A	C350B		SOLD AT AUCTION
D	01-34	WALK BEHIND VIB ROLLER	OFF	NONE	72804476	VR28		NON OP
D	04-35	7 WHL BROS RTR (20 TN)	OFF	NONE	775	SP6000		YARD
D	07-35	DYNAPAC RTR (15-20 TN)	OFF	NONE	23620427	CP271		YARD
D	02-36	15 TN CASE COMPACTOR	OFF	NONE	JKC8800204	1402D		YARD
D	03-36	84" PAD FOOT COMP. (SHEEF	OFF	NONE	67320331	CA262PD		YARD
D	11-37	10-12 TN VIB ROLLER IR	OFF	NONE	5066S	IR DA48		YARD
D	22-37	CHAMP 3/5 TN ROLLER	OFF	NONE	X100363	A421		YARD

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
D	24-37	10-12 TN CAT VIB ROLLER	OFF	NONE	4JL00184	CB534		YARD
D	25-37	10-12 TN CAT VIB ROLLER	OFF	NONE	5CL00058	CB634		YARD
D	26-37	DD130 IR ROLLER (12-14TN)	OFF	NONE	146886	DD130		YARD
D	27-37	DD90 IR ROLLER (8-10TN)	OFF	NONE	146325	DD90		YARD
D	28-37	DD90 66" IR ROLLER (8-10TN)	OFF	NONE	147395	DD90		YARD
D	29-37	DD24 47" 4-6 TN IR ROLLER	OFF	NONE	166730	DD24		YARD
D	30-37	DD24 47" 4-6 TN IR ROLLER	OFF	NONE	166875	DD24		YARD
D	32-37	CAT 10-12 TN VIB ROLLER	OFF	NONE	3BR00310	CB634		YARD
D	33-37	84" CAT VIB ROLLER (10-12TN)	OFF	NONE	3BR00438	CB634C		YARD
D	34-37	DYNA PAC 12/15 TN VIB RLR	OFF	NONE	60910742	CC501		YARD
D	35-37	CAT 47" 4-6 TN ROLLER	OFF	NONE	CATCB224A22400379	CB-224E		YARD
D	36-37	CAT 47" 4-6 TN ROLLER	OFF	NONE	CATCB224C22400380	CB-224E		YARD
D	37-37	CAT 48" 4-6 TN DBL DRUM ROLLER	OFF	NONE	CATCB224L22401419	CB-224E		YARD
D	03-38	623E SCRAPER	OFF	NONE	6YF00102	623E		YARD
D	04-38	613 II SCRAPER	OFF	NONE	CAT613CT8LJO2898	613 II		YARD
D	01-41	2000 GAL HOT TACK TANK	OFF	NONE	P1294	F3452-75 #3		YARD
D	01-43	45 TN RT CRANE (65-75' REACH)	OFF	NONE	LRT 445 LORRAINE	9249		YARD
NA	01-44	BAKER FORKLIFT 6000 LBS	OFF	NONE	NONE			YARD
D	04-44	HYSTER FORKLIFT 18000 LBS	OFF	NONE	B7P9118W	H180E		YARD
D	05-44	IR ALL TERRAIN FORKLIFT 10000 LBS	OFF	NONE	164759	VR1044 IR		YARD
D	06-44	10,000 LB TELESCOPIC FORKLIFT	OFF	NONE	3PN00518	TH103		YARD
D	01-45	PAVE MACH BLAW KNOX	OFF	NONE	809-024	PF180H		SOLD AT AUCTION
D	02-45	PAVE MACH CEDARAPIDS	OFF	NONE	44347	CR551		YARD
D	03-45	PAVE MACH CEDARAPIDS	OFF	NONE	47093	CR551		YARD
D	04-45	PAVE MACH CEDARAPIDS	OFF	NONE	51283	CR551		YARD
D	01-46	CLARCO PICKUP MACHINE	OFF	NONE	1087	601		SOLD AT AUCTION
D	02-46	CEDARAPIDS PICKUP MACHINE	OFF	NONE	46933	CRMS		YARD
D	01-49	CAT - SKID STEER	OFF	NONE	CAT0262CKMST01933	MODEL 262 C		YARD
D	19-50	40E 4WD SKIP MASSEY SKIP	OFF	NONE	5218C0277	40E 4X4		YARD SKIP
D	21-50	50EX 4WD MASSEY SKIP	OFF	NONE	5157G1848	50EX 4X4		SOLD AT AUCTION
D	22-50	650 4X4 MASSEY SKIP	OFF	NONE	C44XNFOT6500021	650 4X4		YARD
D	23-50	50EX 4WD MASSEY SKIP	OFF	NONE	515752304	50EX 4X4		YARD
D	24-50	50EX 4WD MASSEY SKIP	OFF	NONE	515752391	50EX 4X4		YARD
D	25-50	650B 4X4 MASSEY SKIP	OFF	NONE	C44NF0Y6DN0502	650B		YARD

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
D	26-50	650B 4X4 MASSEY SKIP	OFF	NONE	C44NF0Y6DN0503	650B		YARD
D	27-50	650B 4X4 MASSEY SKIP	OFF	NONE	SMFC44NF016DN0709	650B		YARD
D	28-50	650B 4X4 MASSEY SKIP	OFF	NONE	SMFC44NF016DN0711	650B		YARD
D	29-50	TX650 4x4 SKIP	OFF	NONE	SMFC44NF036DN1090	TX650		YARD
D	30-50	TX650 4x4 SKIP	OFF	NONE	SMFC44NF036DN1150	TX650		YARD - VIARYA
D	31-50	TX650 4x4 SKIP	OFF	NONE	SMFC44NF036DN1151	TX650		YARD - CORTEZ
D	32-50	210LE JOHN DEERE SKIP	OFF	NONE	T0210LE884646	210LE		YARD
D	33-50	210LE JOHN DEERE SKIP	OFF	NONE	T0210LE884724	210LE		YARD - TORRES
D	34-50	CAT 414E SKIP	OFF	NONE	0414EJEB00383	414E		YARD
D	35-50	CAT 414E SKIP	OFF	NONE	0414EJEB00386	414E		YARD
D	03-51	CAT 446 BACKHOE	OFF	NONE	6XF00777	446		YARD
D	06-51	CAT 446 BACKHOE	OFF	NONE	5BL00284	446B		YARD
D	07-51	CASE 590 BACKHOE	OFF	NONE	JJG0287644	590 SUPER M		YARD
D	08-51	CASE 590 BACKHOE	OFF	NONE	JJG0287685	590 SUPER M		YARD
D	09-51	CASE 590 BACKHOE	OFF	NONE	C590S9107	590 M		YARD
D	10-51	CAT 446D BACKHOE	OFF	NONE	DBL00184	446D		YARD
D	01-52	950B WHEEL LOADER S/D	OFF	SE332117	31R1264	950B CAT		YARD
D	04-52	966E WHEEL LOADER S/D	OFF	NONE	99Y06995	966E CAT		YARD
D	05-52	950G WHEEL LOADER	OFF	NONE	5FW00300	950G CAT		YARD
D	06-52	928G WHEEL LOADER	OFF	N/A	DJD01048	928G CAT		YARD
D	01-53	290LC ROBEX EXCAV. 32TNS	OFF	NONE	ED747	290LC HYUN		YARD
D	02-53	360LC HYUNDAI EXCAV. 39T	OFF	NONE	10200	360LC HYUN		YARD
D	04-53	320LC HYUNDAI EXCAV. 36T	OFF	NONE	E0894	320LC HYUN		YARD
NA	01-55	HYDRAULIC BREAKER		NONE	90011 CP STAMPED	UB306		03-51 BH
NA	02-55	V=H60"XW54"XW27" BKT			T225 HENSLY			290 HYUNDAI
NA	03-55	V=H67"XW84"XW24" BKT			3 OF A X310			320/360 HYUNDAI
NA	25-55	72" EXC BKT			X330 SM TOP PIN			290 HYUNDAI
NA	29-55	30" EXC BKT			X330			290 HYUNDAI
NA	38-55	50" EXC BKT			X330			290 HYUNDAI
NA	04-55	54" EXC BKT			X330 SM TOP PIN			290 HYUNDAI
NA	05-55	60" EXC BKT			X330 SM TOP PIN			290 HYUNDAI
NA	28-55	36" EXC COMP WHEEL			MOUNT PLATE CHANGEABLE			290/320/360 HYUNDAI
NA	27-55	54" EXC BKT			LG TOP PIN 370 SERIES			360 HYUNDAI
NA	26-55	72" EXC BKT			J350 SERIES			360 HYUNDAI

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
NA	12-55	72" EXC BKT			J350 SERIES LRG SIDE PINS			320/360 HYUNDAI
NA	16-55	30" EXC BKT			X330 SM TOP PIN			320/360 HYUNDAI
NA	09-55	42" EXC BKT			J350 SERIES LRG SIDE PINS			320/360 HYUNDAI
NA	11-55	76" EXC BKT			J350 SERIES LRG SIDE PINS			320/360 HYUNDAI
NA	10-55	48" EXC COMP WHEEL			MOUNT PLATE CHANGEABLE			290/320/360 HYUNDAI
NA	30-55	48" BH BKT			J225 SERIES			446 CAT
NA	18-55	18" BH BKT			J225 MED SIDE PIN			446 CAT
NA	15-55	48" BH BKT			ESCO 19			446 CAT
NA	35-55	24" BH BKT			V19TYCE			446 CAT
NA	36-55	30" BH BKT			6Y3222			446 CAT
NA	17-55	30" BH BKT			J225 MED SIDE PIN			446 CAT
NA	19-55	36" BH BKT			ESCO 19			446 CAT
NA	31-55	18" BH BKT			230HX			590 CASE
NA	32-55	24" BH BKT			230HX			590 CASE
NA	33-55	30" BH BKT			230HX			590 CASE
NA	34-55	48" BH BKT			230HX			590 CASE
NA	13-55	48" BH BKT			230HX 2 1/2" X 7/16"			590 CASE
NA	23-55	48" BH BKT			230HX			590 CASE
NA	20-55	36" BH BKT			230HX			590 CASE
NA	21-55	30" BH BKT			230HX			590 CASE
NA	22-55	24" BH BKT			230HX			590 CASE
NA	14-55	30" BH BKT			230HX 2 1/2" X 7/16"			590 CASE
NA	06-55	18" BH BKT			230HX 2 1/2" X 7/16"			590 CASE
NA	07-55	36" BH BKT			230HX 2 1/2" X 7/16"			590 CASE
NA	08-55	12" BH BKT			230HX 2 1/2" X 7/16"			590 CASE
NA	24-55	24" BH COMP WHEEL			MOUNT PLATE CHANGEABLE			446/590
NA	37-55	10'6" LD'R BKT			J350			966 CAT
NA	41-55	BIG ED 7700 DISK		NONE	14167		7700	YARD
NA	42-55	1000lb HYD BREAKER		NONE	N/A	UB305S		YARD (01-49)
NA	44-55	COLD PLANER ATTACHMENT		NONE	RBG00543	CAT SS6-PC205		YARD (01-49)
NA	45-55	COMPACTION WHEEL 24"		NONE	55570609	SUI MANUFACT.		YARD
NA	01-59	SPREADER BAR		NONE	40-0038	RB 750-2		YARD
D	06-60	140G CAT BLADE	OFF	NONE	72V15699	140G		YARD
D	07-60	140G CAT BLADE	OFF	NONE	5MD01523	140G		YARD

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
D	08-60	12G CAT BLADE	OFF	NONE	61M13586 □	12G		SOLD AT AUCTION
D	09-60	140H CAT BLADE	OFF	NONE	2ZK00182	140H		SINGER
D	10-60	140H CAT BLADE	OFF	NONE	CAT0140HE2ZK07023	140H		DELGADO
G	05-70	GAS GENERATOR		NONE	4015107	HONDA/EA7		?
G	06-70	GAS GENERATOR		NONE		MULTIQUIP		YARD
G	07-70	MULTIQUIP GENERATOR		NONE	2951007	GA 36R2		06-11
G	08-70	MULTIQUIP GENERATOR		NONE	2955967	GA 36R2		08-11
G	10-70	WINCO 12K WATT CORE MACH		SE351007	33316487	CSAHP12000A		YARD
G	19-70	5000 WATT GENERATOR		NONE	GC05-3709808	B-50-A-PK0292		FALCON
G	21-70	3800 WATT GENERATOR		NONE	EAJC1006177	EB3800X		BISHOP
G	22-70	3.9 KW HONDA GENERATOR		NONE	EASC-1009630	EB3800XK1A		4553 - STOLEN
G	23-70	GENERATOR		NONE	5616672	GP5600A		BARAJAS, RICK
G	24-70	GENERATOR		NONE	5616673	GP5600A		DESTROYED
G	25-70	06 WACKER GENERATOR		NONE	5623753	GP5600A		15-17
G	26-70	3.5-3.9KW GENERATOR		NONE	556-6685	GA36HA	07 MULTIQUIP/	FOURZON
G	27-70	08 POWERMATE 5000		NONE	1248534	POWERMATE		SHOP
G	28-70	3600 WATT GENERATOR		NONE	554-1552	MULTIQUIP		SHELTON
G	29-70	5000 WATT GENERATOR		NONE	1334802	COLMAN		PLACENCIA (17-11)
G	30-70	MULTIQUIP GENERATOR		NONE	5573199	GA36HA		BROCK (16-04)
G	31-70	MULTIQUIP GENERATOR		NONE	5606006	GA36HA		BUENROSTRO (95-03)
G	32-70	MULTIQUIP GENERATOR		NONE	5606243	GA-6HA		CABLE
G	33-70	MULTIQUIP GENERATOR		NONE	5600784	GA36A		03-45 (Mach)
G	01-72	LINCOLN WELDER		NONE		IDELARC 300		SHOP
G	02-72	LINCOLN WELDER		NONE		WIREMATIC 250		SHOP
G	03-72	LINCOLN WELDER 250 AMP		NONE	10539	K1420-1		15-11/ BUSTAMANTE
G	04-72	LINCOLN WELDER 250 AMP		NONE	U10000629199	K1725-1		18-17/ McVAY
G	05-72	TRK- AIR COMPRESSOR		NONE	200008	SPEEDAIRE/ 5P564A		15-08
G	06-72	TRK - AIR COMPRESSOR		NONE	980238	CIASUM/ TSR10		18-17
G	07-72	LINCOLN WELDER 250 AMP		NONE	U101400403	10752/K1725-2		21-17
G	08-72	LINCOLN WELDER 250 AMP		NONE	10342U1960814543	RANGER 9 LINCOLN		20-17
G	09-72	TRK - AIR COMPRESSOR		NONE	685315	INGERSOLL T30		20-17
G	10-72	LINCOLN PORTABLE WELDER		NONE	1184669	SA 250 DIESEL		SHOP
NA	02-84	12" RAMMER		NONE	5005250	WACKER		YARD
G	13-85	IR COMP		NONE		175		YARD

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
D	15-85	160 IR AIR COMPRESSOR		NONE	242817U6E264	160 CFM		YARD
D	16-85	160 AIR COMPRESSOR		NONE		160 CFM		YARD
D	17-85	185 IR AIR COMPRESSOR		NONE	4FVCABAA0YV313098	P185WIRR		STOLEN OFF JOB #4647
D	18-85	185 IR AIR COMPRESSOR		NONE	4FVCABAA0YV313103	P185WIRR		YARD
D	19-85	185 IR AIR COMPRESSOR		NONE	5054347300	P185WJDR		YARD
D	21-85	185 IR AIR COMPRESSOR		NONE	5054347302	P185WJDR		YARD
NA	01-86	GARDNER /DEN POWDERP		NONE	373333	T43		YARD
NA	07-86	60 LB JACKHAMMER THOR		NONE	P36244	THOR 23		YARD
NA	08-86	90 LB JACKHAMMER		NONE	9G253	HARPER		YARD
NA	09-86	90 LB JACKHAMMER		NONE	NONE	4075		YARD
NA	10-86	90 LB JACKHAMMER		NONE	NONE	4075		YARD
NA	11-86	90 LB JACKHAMMER		NONE	1796M190	?		YARD
NA	12-86	133 RIVET BUSTER		NONE	311955	133		YARD
NA	13-86	133 RIVET BUSTER		NONE	311978	133		YARD
NA	14-86	90 LB APT BREAKER		NONE	8414	?		YARD
NA	15-86	90 LB CP BREAKER		NONE	1240	?		YARD
NA	01-87	BERM MACHINE (3 SHOES)		NONE	NONE	MILLER		YARD
NA	03-87	HAND TAMPERS (2)		NONE	NONE	NONE		YARD
NA	04-87	HAND IRONS (3)		NONE	NONE	NONE		YARD
G	05-87	BERM MACH/TRLR		4BF8312	NONE	?		YARD
G	06-87	BERM MACHINE (GRAY)		NONE	9920051	PC15011		YARD
NA	07-87	SAND SLINGER		NONE	113426	HIGHWAY INC.1-6		YARD
G	06-88	WATER PUMP HOMELITE		NONE	NONE	3"		YARD
G	07-88	WATER PUMP		NONE	HJ2370004	120TP3-1C		YARD
G	08-88	WATER PUMP		NONE	NONE	WACKER 3"		YARD
G	09-88	2" TRASH PUMP		NONE	?	?		YARD
G	10-88	2" TRASH PUMP		NONE	653401179	DT28		YARD
G	11-88	3" MULTI-QUIP TRASH PUMP		NONE	?	?		YARD
G	12-88	TRASH PUMP		NONE	?	PX400		??????
G	52-89	VIB PLATE		NONE	E9026	MVC90L		YARD
G	53-89	VIB PLATE		NONE	H7542	MVC90L		JI MARTINEZ
G	54-89	SMALL RAMMER COMPACT		NONE	714001925	BS624		????????
G	56-89	VIB PLATE		NONE	E1821	MVC90L		????????????
G	57-89	VIB PLATE		NONE	075-01-8054	MVC90L		JOB #3959 ????????

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
G	58-89	VIB PLATE		NONE	F1625	MVC90L		YARD
G	59-89	RAMMER LG 30-3600		NONE	MT65H	L7448		YARD
G	60-89	VIB PLATE MD 3400 LB IMP		NONE	M-3423	MVC90H		?
G	62-89	BOMAG RAMMER LG 30-3600		NONE	101540488503	BT65/4		?
G	63-89	RAMMER		NONE	101540483590	BT65BOMAG		? WAS 3959
G	64-89	RAMMER		NONE	101540483595	BT65BOMAG		? WAS 3959
G	65-89	VIB PLATE MD 3400 LB IMP		NONE	N-5388	MVC90H		?
G	66-89	VIB PLATE MD 3400 LB IMP		NONE	N-5390	MVC90H		?
G	67-89	RAMMER		NONE	M8337	MT65H		?
G	68-89	VIB PLATE		NONE	P-7056	MVC90H		CAVALIERE
G	69-89	VIB PLATE		NONE	P6936	MVC90H		
G	70-89	VIB PLATE		NONE	P6906	MVC90H		
G	71-89	VIB PLATE		NONE	P6288	MVC90H		
G	72-89	WACKER/ VIB PLATE		NONE	S-8530	MVC 90 H		YARD
G	73-89	WACKER/ VIB PLATE		NONE	S-8531	MVC 90 H		W/ 14-08
NA	19-90	SOLAR ARROWBOARD		NONE	9506B402	95SE253FS		YARD
NA	20-90	SIGNAL ARROWBOARD		NONE	9506B403	95SE253FS		YARD
NA	21-90	SOLAR ARROWBOARD		NONE	89320	WAAW25		YARD
NA	24-90	SOLAR ARROWBOARD		NONE				YARD
NA	25-90	SOLAR ARROWBOARD		NONE	1196F24	WAAW-25-L-STD		YARD
NA	26-90	SOLAR ARROWBOARD		NONE	1196F29			YARD
NA	27-90	SOLAR ARROWBOARD		NONE	1196F30			YARD
NA	28-90	SOLAR ARROWBOARD		NONE	1296F36			YARD
NA	29-90	SOLAR ARROWBOARD		NONE	0797M63	WAAW25-SB-STD		YARD
NA	30-90	SOLAR ARROWBOARD		NONE	797M66	WAAW25STD		YARD
NA	33-90	SOLAR ARROWBOARD		NONE				YARD
NA	34-90	SOLAR ARROWBOARD		NONE				YARD
NA	37-90	SOLAR ARROWBOARD		NONE	079818A	WAAW25-SB-STD		YARD
NA	38-90	SOLAR ARROWBOARD		NONE	079829A			YARD
NA	39-90	SOLAR ARROWBOARD		NONE	?			YARD
NA	40-90	SOLAR ARROWBOARD		NONE	1M9BA09134C570397	C/B 00251		YARD
NA	41-90	SOLAR ARROWBOARD		NONE	1M9BA09174C570399	C/B 00226		YARD
NA	42-90	SOLAR ARROWBOARD		NONE	1M9BA09114C570396	C/B 00225		YARD
NA	43-90	SOLAR ARROWBOARD		NONE	1M9BA09114C570401	C/B 00271		YARD

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
NA	44-90	SOLAR ARROWBOARD		NONE	1M9BA091X4C570400	C/B 00033		YARD
NA	45-90	SOLAR ARROWBOARD		NONE	1M9BA09154C570398	C/B 00243		YARD
NA	46-90	SOLAR ARROWBOARD		NONE	1M9BA091X5C570513	110 SOLAR		YARD (DAMAGED)
NA	47-90	SOLAR ARROWBOARD		NONE	1M9BA09115C570514	110 SOLAR		YARD
NA	48-90	SOLAR ARROWBOARD		NONE	1M9BA09135C570515	110 SOLAR		YARD
NA	49-90	06 ALLMAND BR SOLAR AB		NONE	019AB06	2220SE		YARD
NA	50-90	06 ALLMAND BR SOLAR AB		NONE	0199AB06	2220SE		YARD
NA	51-90	06 ALLMAND BR SOLAR AB		NONE	0210AB06	2220SE		YARD
NA	52-90	06 ALLMAND BR SOLAR AB		NONE	0196AB06	2220SE		YARD
NA	53-90	06 ALLMAND BR SOLAR AB		NONE	0205AB06	2220SE		YARD
NA	54-90	06 ALLMAND BR SOLAR AB		NONE	0203AB06	2220SE		YARD
NA	55-90	SOLAR ARROWBOARD		SE538086	1M9BA09177C570780	SOLARGUIDE	12/2010	YARD
D	01-91	IR LIGHT TOWER		NONE	4FVLSBDA01V318882	IR LT TWR		YARD
D	02-91	IR LIGHT TOWER		NONE	4FVLSBDA71V318913	IR LT TWR		YARD
D	03-91	IR LIGHT TOWER		NONE	4FVLSBDA91V318914	IR LT TWR		MISSING
D	04-91	IR LIGHT TOWER		NONE	4FVLSBDA71V318880	IR LT TWR		YARD
G	01-92	PULL BEHIND SPRAY RIG		SE424832	U4742	ES-200T		YARD
G	02-92	PULL BEHIND SPRAY RIG		NONE		L150 LEEBOY		YARD
D	03-93	ARROW STOMPER		NONE	3381	HJ1250R		YARD
D	04-93	ARROW STOMPER		NONE	6571	ARROW1350		YARD
G	07-94	CONCRETE SAW		NONE		MECO35		YARD
G	09-94	CONCRETE SAW		NONE	6084-A15442987A	M-37WC1		?
G	10-94	CONCRETE SAW		NONE	9287	M48 1/3G		PELAYO
NA	01-95	MESSAGE BOARD		NONE				YARD
NA	02-95	MESSAGE BOARD		NONE				YARD
NA	03-95	MESSAGE BOARD		NONE	HE1299	SMC1000		YARD
NA	04-95	MESSAGE BOARD		NONE	HE1315	SMC1000		YARD
NA	05-95	2001 MESSAGE BOARD		NONE	1S9M312171L358766	NATIONAL SIGNAL		YARD
NA	05-96	HAND RADIAL (4)		NONE	NONE	SKILL		YARD
NA	13-96	STOW CONCERTE MIXER		SE389962	8902897	CM-6		YARD
NA	16-96	CONCERTE MIXER		NONE	LB25945	MQWC91H		YARD
G	17-96	8 HP BLOWER		NONE	62398010	QB883H		TACK TRK
G	18-96	8 HP BLOWER		NONE	62398008	QB883H		TACK TRK
G	20-96	16" CUT-OFF SAW		NONE	345-741432	TS760-16		PELAYO

EXCEL PAVING COMPANY
EQUIPMENT LIST
OCTOBER 26, 2009

Gas/Diesel	EQ #	DESCRIPTION	ON ROAD/ OFF ROAD	LIC#	VIN #/RADIO #	MODEL	DMV	EMP
G	21-96	14" PARTNER CUTOFF SAW		NONE	0Z5000169 □	K950		YARD
G	23-96	14" GAS SAW		NONE	968 3014 00/03 370018	K850		YARD
G	24-96	CUT-OFF SAW		NONE	B4002273	K750		CAVALIERE
G	25-96	CUT-OFF SAW		NONE	OT1400246	K750		?????
G	26-96	CUT-OFF SAW		NONE	20060200991	K750		
G	27-96	CUT-OFF SAW		NONE	06 0201008	K750		
G	28-96	CUT-OFF SAW		NONE	06 0201007	K750		
G	29-96	CUT-OFF SAW		NONE	166214179	TS400		YARD
G	30-96	AIR COMP		NONE	D552270	8.9 CFM GAS		15-11/ BUSTAMANTE
G	31-96	CHAIN SAW		NONE	07233D402806	POULAN PRO		ROCK
G	32-96	CHAIN SAW		NONE	ATK2880395	HOMELITE 3316C		SHOP
NA	36-96	ROTO HAMMER		NONE	611222739	BOSCH		PLACENCIA
G	33-96	GAS CUT OFF SAW		NONE	164657460	ST400		MONROE
G	34-96	GAS CUT OFF SAW		NONE	1337304455	MULTIQUIP		BISHOP
NA	35-96	CONCRETE VIBRATOR		NONE	1072123	DEH		PLACENCIA
NA	14-98	PARTS CLEANER (1)		NONE	2861	CLEERFLORK60		YARD
NA	24-98	TRANSMISSION JACK/3000 LB		NONE	NONE	72000S/NORCO		YARD
NA		VIDEO CAMERA (2)						OFFICE
NA		SKI/ELECT FOR PAVERS (3)						YARD
NA		ELECT SETS FOR BLADES						SINGER/RENTERIA/DELCO
NA		BLADE LASER			#13			?
NA		BLADE LASER			#14			MONROE
NA		BLADE TRIPODS (2)			#13, 14			MONROE
NA		REG ROD/LEVEL/TRIPOD			805278	AX2S		?
NA		REG ROD/LEVEL/TRIPOD						?
NA		REG ROD/LEVEL/TRIPOD						?
NA		REG ROD/LEVEL/TRIPOD						?
NA		PIPE LASER			TPL5			MONROE
NA		PIPE LASER						?
NA		PIPE LASER						?
NA		MAGNETIC LOCATER			#1	GA-52B		YARD

EXHIBIT "D"

PALP, INC. DBA EXCEL PAVING COMPANY
2230 LEMON AVENUE
LONG BEACH, CA 90806

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 PRS Type of Work COLD MILL
Address 10240 SAN SEVANE
City MIRA LOMA CA 91752 Dollar Value of Subcontract \$ 14629
Phone No. 951 682 1091
License No. 569352

Name CAUE. Prof. Eng Type of Work LOOPS
Address 929 Otterbain Ave #B
City LA Puente CA 91748 Dollar Value of Subcontract \$ 15000
Phone No. 626 810 1338
License No. 793907

Name GRIFFITH Type of Work concrete
Address 12200 BLOOMFIELD Ave
City SANTA FE SPRING CA Dollar Value of Subcontract \$ 79104
Phone No. 562.929 1128
License No. 88

Name SCI Type of Work STRIPING
Address 1450 N Fitzgerald
City PLAZA CA 92376 Dollar Value of Subcontract \$ 24555
Phone No. 909 546 1020
License No. 950531

Name CASE LAND Type of Work SURVEY
Address 614 N ECKOFF
City ORANGE CA Dollar Value of Subcontract \$ 9950
Phone No. (714) 628 8905
License No. 655411

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation, as PRINCIPAL, and Federal Insurance Company, located at 15 Mountain View Rd., Warren, NJ 07059, a corporation, incorporated under the laws of the State of Indiana, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of FIVE HUNDRED NINETY-SIX THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND TWENTY CENTS (\$596,252.20), 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 Appian Way between Park Avenue and Nieto Avenue, and Nieto Avenue between Appian Way and Colorado Street 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 11th day of April, 2011.

PALP Inc. dba Excel Paving Company
Contractor

By: [Signature]
Name: C.P. BROWN
Title: PRESIDENT

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

Federal Insurance Company
SURETY, admitted in California

By: [Signature]
Name: Timothy D. Rapp
Title: Attorney in Fact

Telephone: 908-903-2000

Approved as to form this 13th day of April, 2011.

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

Approved as to sufficiency this 13 day of April, 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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4-11-2011 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared C.P. BROWN

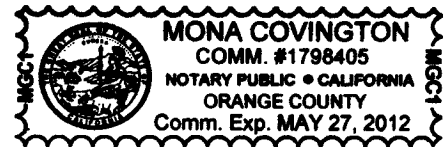
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

By: *Mona Covington*
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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

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
<input type="checkbox"/> Individual (s)
<input type="checkbox"/> Corporate Officer

(Title)
<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Attorney-in-Fact
<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4-11-2011 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MICHELE E. DRAKULICH

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

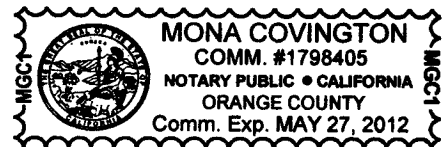
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By: Mona Covington

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(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 _____

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 - ❖ 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

ACKNOWLEDGMENT

State of California
County of Orange)

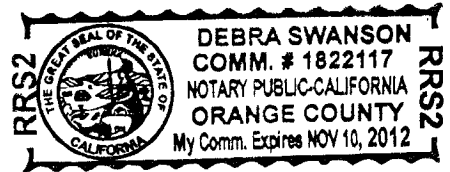
On 04/11/2011 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

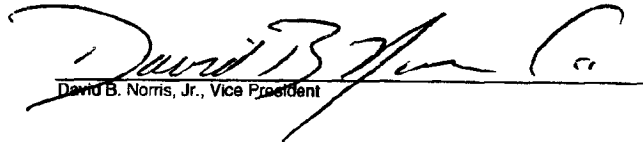
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **November, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

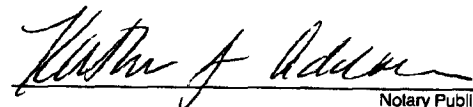
STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **November, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this

April 11, 2011




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation, as PRINCIPAL, and Federal Insurance Company, located at 15 Mountain View Rd, Warren, NJ 07059, a corporation, incorporated under the laws of the State of Indiana, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of FIVE HUNDRED NINETY-SIX THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND TWENTY CENTS (\$596,252.20), 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 Appian Way between Park Avenue and Nieto Avenue, and Nieto Avenue between Appian Way and Colorado Street 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 11th day of April, 2011.

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

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

Approved as to form this 13th day of April, 2011.

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

- 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.

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

Approved as to sufficiency this 13 day of April, 2011.

By: [Signature]
City Manager/City Engineer

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4-11-2011 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared C.P. BROWN

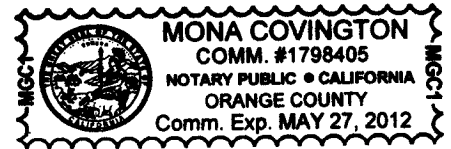
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

By: Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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

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 _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4-11-2011 before me, MONA COVINGTON, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MICHELE E. DRAKULICH

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

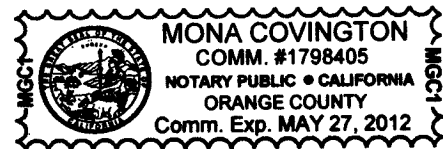
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By:

Mona Covington
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(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 _____

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

ACKNOWLEDGMENT

State of California
County of Orange)

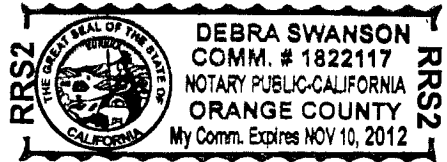
On 04/11/2011 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

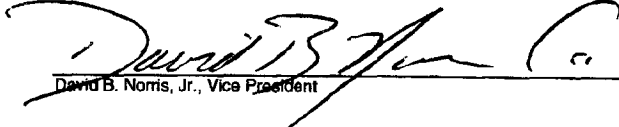
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **November, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

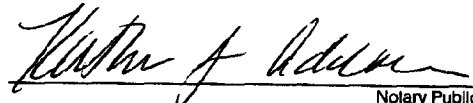
STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **November, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this

April 11, 2011




Kenneth C. Wendel, Assistant Secretary

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e-mail: surety@chubb.com