

CONTRACT

**31151**

THIS CONTRACT is made and entered, in duplicate, as of May 6, 2009 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 May 5, 2009, by and between L.M.T. ENTERPRISES, INC., DBA TYNER PAVING CO., a California corporation ("Contractor"), whose address is 2005 N. San Fernando Road, Los Angeles, California 90065, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Improvement of Atlantic Avenue Northbound Right Turn Pocket Between Esther Street and Pacific Coast Highway in the City of Long Beach, California," dated March 20, 2009, 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 Plans & Specifications No. R-6737;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans & Specifications No. R-6737 for the Improvement of Atlantic Avenue Northbound Right Turn Pocket Between Esther Street and Pacific Coast Highway 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.

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2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Improvement of Atlantic Avenue Northbound Right Turn Pocket Between Esther Street and Pacific Coast Highway in the City of Long Beach, California," attached hereto as Exhibit "A".

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

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Plans & Specifications No. R-6737 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Plans and Drawings No. C-5699 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6737; 5)

1 Addenda; 6) Plans and Drawings No. C-5699; 7) the City of Long Beach Standard  
2 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
3 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
5 to be specified in a written "Notice to Proceed" from City and shall complete all work  
6 within forty-five (45) working days thereafter, subject to strikes, lockouts and events  
7 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
8 damage if the work is not completed within the time stated, but those damages would be  
9 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
10 damages, the amount stated in the Contract Documents.

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

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

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

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

1 demands, causes of action, liability, loss, costs or expenses for injuries to or death of  
2 persons, or damages to property, including property of City, which arises from or is  
3 connected with the performance of the work.

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determination of the City Engineer shall be final.

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

9 13. NOTICES.

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

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

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

26 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
27 any of the moneys that may become due Contractor hereunder may be assigned by  
28 Contractor without the written consent of City first had and obtained, nor will City

1 recognize any subcontractor as such, and all persons engaged in the work of  
2 construction will be considered as independent contractors or agents of Contractor and  
3 will be held directly responsible to Contractor.

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

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

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

10 19. TAXES AND TAX REPORTING.

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

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

28 C. In completing the form and obtaining the permit(s), Contractor

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

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

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

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

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



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

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

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

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

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

26           28.   COSTS. If there is any legal proceeding between the parties to  
27 enforce or interpret this Contract or to protect or establish any rights or remedies  
28 hereunder, the prevailing party shall be entitled to its costs, including reasonable

1 attorney's fees.

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

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

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

L.M.T. ENTERPRISES, INC., DBA TYNER PAVING CO., a California corporation

By [Signature]  
President  
Paul L. Thomas  
Type or Print Name

By [Signature]  
Secretary  
Erick Quinn  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

By [Signature] Assistant City Manager  
City Manager

"City"

RECORDED & INDEXED TO SECTION 301 OF THE CITY CHARTER.

June 5, 2009

This Contract is approved as to form on June 2,

2009.

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

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

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: W. PARKER, INC. 15000 10th St. Long Beach, CA 90804

**BID FOR THE  
IMPROVEMENT OF  
ATLANTIC AVENUE NORTHBOUND RIGHT TURN POCKET  
BETWEEN ESTHER STREET AND PACIFIC COAST HIGHWAY  
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on March 20, 2009, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6737 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust Manhole Frame & Cover	1	Ea	\$ 3300.00	\$ 3300.00
2.	Adjust Water Valve Box & Cover and Meter Box & Cover	4	Ea	\$ 270.00	\$ 1080.00
3.	Adjust Gas Valve Box & Cover	3	Ea	\$ 330.00	\$ 990.00
4.	Furnish & Install 4" PVC Sleeve	449	LF	\$ 1.30	\$ 583.70
5.	Concrete Removal	170	CY	\$ 5.50	\$ 945.00
6.	Bituminous Pavement Removal	80	CY	\$ 18.00	\$ 1440.00
7.	(S) Cold Milling Asphalt Concrete Pavement	1,971	SY	\$ 2.00	\$ 3,942.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
8.	(S) Cold Milling Portland Cement Concrete Pavement	41	SY	\$ 57.50	\$ 2357.50
9.	Unclassified Excavation	335	CY	\$ 40.00	\$ 13400.00
10.	Overexcavation	50	CY	\$ 40.00	\$ 2000.00
11.	Adjust Survey Monument Casting and Cover	1	Ea	\$ 1045.00	\$ 1045.00
12.	Prune Roots	1	Ea	\$ 450.00	\$ 450.00
13.	Prune Tree	1	Ea	\$ 230.00	\$ 230.00
14.	Crushed Miscellaneous Base	344	CY	\$ 39.88	\$ 13720.72
15.	(S) Slurry Seal	7.8	ELT	\$ 4200.00	\$ 32760.00
16.	Asphalt Concrete Pavement	659	Ton	\$ 21.00	\$ 13839.00
17.	P.C.C. Curb, GB Type A1	95	LF	\$ 12.00	\$ 1140.00
18.	Variable Height P.C.C. Curb	173	LF	\$ 12.00	\$ 2076.00
19.	6" P.C.C. Curb & Gutter, GB Type A2, W=1.5'	255	LF	\$ 12.00	\$ 3060.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
20.	8" P.C.C. Curb & Gutter, Caltrans Std. A87A	125	LF	\$ 24.00	\$ 3,000.00
21.	8" P.C.C. Curb & Gutter, GB Type A2, W=2'	267	LF	\$ 24.00	\$ 6,408.00
22.	Variable Height P.C.C. Curb & Gutter	23	LF	\$ 23.57	\$ 542.00
23.	P.C.C. Sidewalk, 3" Thick	4,560	SF	\$ 17.75	\$ 80,920.00
24.	(S) Curb Ramp Detectable Warning Surface	48	SF	\$ 5.00	\$ 240.00
25.	P.C.C. Driveway Apron, 6" Thick	220	SF	\$ 4.75	\$ 1,050.00
26.	P.C.C. Bus Stop Street Pad, 10" Thick	760	SF	\$ 29.25	\$ 22,200.00
27.	P.C.C. Cross Gutter, 8" Thick	635	SF	\$ 7.00	\$ 4,445.00
28.	Remove and Reconstruct Parkway Drain	2	EA	\$ 45,000.00	\$ 90,000.00
29.	Remove and Reconstruct Catch Basin GB 300-2	1	EA	\$ 16,700.00	\$ 16,700.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
30.	Remove and Reconstruct Catch Basin GB 307-3	1	EA	\$ 447.00	\$ 447.00
31.	Construct Local Depression	2	EA	\$ 351.00	\$ 702.00
32.	Construct P.C.C. V-Gutter	80	SF	\$ 5.75	\$ 460.00
33.	Construct 18" RCP	112	LF	\$ 336.00	\$ 37632.00
34.	Construct 24" RCP	80	LF	\$ 390.00	\$ 31200.00
35.	Construct S.D. Manhole	2	EA	\$ 495.00	\$ 990.00
36.	Remove & Reconstruct Top 10' of Existing S.D. Manhole	1	EA	\$ 4410.00	\$ 4410.00
37.	Connect to Ex Manhole Per GB 335-1	1	EA	\$ 4150.00	\$ 4150.00
38.	Remove and Salvage Steel Fence	231	LF	\$ 27.00	\$ 6237.00
39.	Construct Tree Well and Cover	1	EA	\$ 2500.00	\$ 2500.00
40.	Remove Water Meter	3	EA	\$ 230.00	\$ 690.00



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
41.	Concrete Parking Bumpers	71	EA	\$ 340.00	\$ 24,140.00
42.	Parking Lot Signing and Striping	1	LS	\$ 400.00	\$ 400.00
43.	(S) Electrical - Parking Lot Lighting	1	LS	\$ 6,900.00	\$ 6,900.00
44.	Pavement Markers, Markings and Traffic Striping	1	LS	\$ 7,350.00	\$ 7,350.00
45.	(S) Loop Detectors	30	Ea	\$ 513.00	\$ 15,390.00
46.	Temporary Traffic Control Devices	1	LS	\$ 1,500.00	\$ 1,500.00
47.	(S) Electrical - Street Lighting	1	LS	\$ 5,885.00	\$ 5,885.00
48.	(S) Traffic Signal System	1	LS	\$ 18,600.00	\$ 18,600.00
49.	Soil Amending	4,021	SF	\$ 55	\$ 221,155
50.	(S) Landscaping Metal Fence	156	LF	\$ 202.00	\$ 31,512.00
51.	Import Top Soil	354	CY	\$ 25.00	\$ 8,850.00
52.	(S) Irrigation System	1	LS	\$ 20,000.00	\$ 20,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
53.	(S) Landscape Planting, Shrubs, 5 Gallon	539	EA	\$ 14.00	\$ 7,546.00
54.	(S) Landscape Planting, 36" Box Tree	11	EA	\$ 675.00	\$ 7,425.00
55.	(S) Landscape Planting, 60" Box Tree	3	EA	\$ 2,025.00	\$ 6,075.00
56.	120-Day Landscape Maintenance	1	LS	\$ 1,000.00	\$ 1,000.00
TOTAL AMOUNT BID					\$ 4,546,973.47

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

MCCANN-HILL TRUCK RENTAL

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# ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venture. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise?  
(Please check one or both, if applicable.)

Yes / No  
(Circle One)

Woman-Owned \_\_\_\_\_

Minority-Owned \_\_\_\_\_ Which Racial Minority? \_\_\_\_\_

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. of 15, 16  
1 2 3 4 5 6  
(Initial above all appropriate numbers)

Respectfully submitted,

LMT ENTERPRISES OF CA  
THOMAS PAVONE COMPANY  
Legal Name of Company

By [Signature]  
Signature

THOMAS PAVONE - PRESIDENT  
Print Name / Title

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Joint Venture
- \_\_\_\_\_ Partnership (General)
- \_\_\_\_\_ Partnership (Limited)
- \_\_\_\_\_ Limited Liability Company
- Corporation

Names of Other General Partners \_\_\_\_\_

Names of Other Partners \_\_\_\_\_

State Where Registered as LLC \_\_\_\_\_ Incorporated Under the Laws of the State of CALIFORNIA

Business Address 2005 N SAN FERNANDO ROAD, LOS ANGELES CA 90028  
(Actual Address - Do NOT list a post office box)

Business Telephone: (310) 775-8014 Fax Number (310) 775-0161

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class 11 License, Number 6716145; license termination date is 08/31/14

Contractor's Employer Identification Number or Social Security Number is [REDACTED]

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number \_\_\_\_\_; license termination date is \_\_\_\_\_

Address listed on license \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Tynes Paving Co.

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

Craig Thomas

Title: Craig Thomas President

Date: 5-21-09

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: 14407006177-081
  - B. Name of Insurer (NOT Broker): Redwood Fire & Casualty Ins. Co.
  - C. Address of Insurer: 1000 W. Temple St., LA, CA 90074
  - D. Telephone Number of Insurer: 366 461 2111
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): \_\_\_\_\_
  - B. Automobile Liability Insurance Policy Number: BA8626880
  - C. Name of Insurer (NOT Broker): Golden Eagle Ins. Corp.
  - D. Address of Insurer: 525 B St. San Diego CA 92186
  - E. Telephone Number of Insurer: 619 744 6000
  
- 3) Address of Property used to house workers on this Contract, if any: N/A
  
- 4) Estimated total number of workers to be employed on this Contract: 15
- 5) Estimated total wages to be paid those workers: \$47,200.00
- 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: 8
  
- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "C"

# EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

The Bidder shall set forth heron, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of ½ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name And Address Of Subcontractor	Classification Or Type Of Work
Name <u>HIGHLIGHT ELECTRIC</u> Address <u>PO BOX 7339</u> City <u>RIVERSIDE CA</u> Phone no. <u>951-352-9646</u>	<u>ELECTRICAL, LIGHTING, LOOP DETECTORS</u> Dollar amount of contract \$ <u>43,650.00</u> DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small> License No. <u>806335</u>
Name <u>CORNERSTONE GROUP</u> Address _____ City _____ Phone no. _____	<u>SURVEYING</u> Dollar amount of contract \$ <u>10,000.00</u> DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small> License No. _____
Name <u>PAVEMENT RECYCLING SYSTEMS</u> Address <u>PO BOX 1266</u> City <u>RIVERSIDE CA</u> Phone no. <u>951 682 1091</u>	<u>COLD MILLING</u> Dollar amount of contract \$ <u>11,798.00</u> DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small> License No. <u>569352</u>
Name <u>ALMORN FENCE CO.</u> Address <u>PO BOX 1249</u> City <u>SUN VALLEY CA</u> Phone no. <u>323-875-1342</u>	<u>FENCING</u> Dollar amount of contract \$ <u>35,000.00</u> DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small> License No. <u>122454</u>



KNOW ALL MEN BY THESE PRESENTS: That we, LMT ENTERPRISES, INC., DBA TYNER PAVING CO., as PRINCIPAL, and American Contractors Indem. Co., located at 601 S. Figueroa St., Ste. 1600, Los Angeles, CA a corporation, incorporated under the laws of the State of California, 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 FOUR HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE DOLLARS AND FORTY-NINE CENTS (\$454,973.49), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Atlantic Avenue Northbound Right Turn Pocket Between Esther Street and Pacific Coast Highway and 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 14th day of May, 2009.

LMT Enterprises, Inc. DBA: Tyner  
Paving Company  
Contractor

By: [Signature]  
Name: JICK QUINN  
Title: VP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 2nd day of June, 2009.

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.

American Contractors Indemnity Company  
SURETY, admitted in California

By: [Signature]  
Name: Gary B. Merrill  
Title: Attorney-In-Fact

Telephone: (310) 957-3090

Approved as to sufficiency this 19 day of May, 2009.

By: [Signature]  
City Manager / City Engineer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES }

On MAY 14, 2009 before me, PRIYA NELLY, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

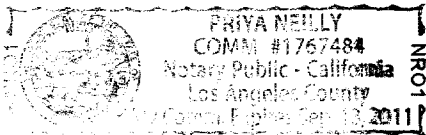
personally appeared RICK QUINN  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

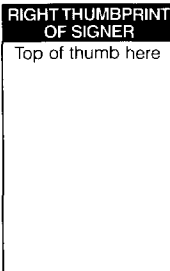
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

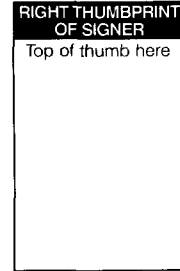
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES }

On MAY 14, 2009 before me, PRIYA NEILLY, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

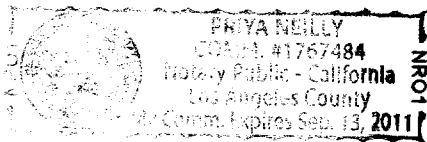
personally appeared RICK QUINN  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Priya Neilly*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

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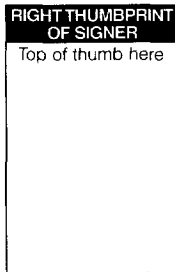
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

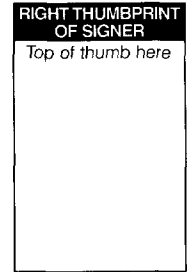
Signer Is Representing: \_\_\_\_\_



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

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

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles



On May 14, 2009 before me, Priya Neilly, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Gary B. Merrill  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Priya Neilly*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

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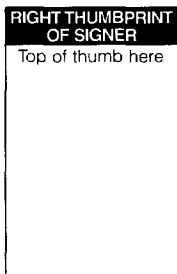
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

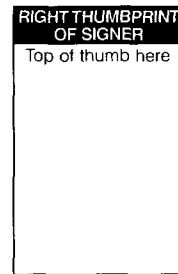
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Gary B. Merrill or James F. Huff of Pasadena, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

This Power of Attorney shall expire without further action on March 18, 2011. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15<sup>th</sup> day of July, 2008.

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]  
Daniel P. Aguilar, Vice President

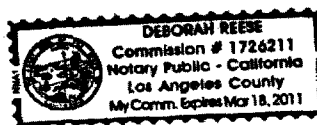
State of California

County of Los Angeles SS:

On this 15<sup>th</sup> day of July, 2008, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of May, 2009

Corporate Seals

Bond No. 1000809211  
Agency No. 6072



[Signature]  
Jeannie J. Kim, Assistant Secretary

Bond No. 1000809211  
Premium: \$ 10,099.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, LMT ENTERPRISES, INC., DBA TYNER PAVING CO., as PRINCIPAL, and  
\* \_\_\_\_\_, located at \_\_\_\_\_, \*\* \_\_\_\_\_, a corporation,  
incorporated under the laws of the State of California, 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 **FOUR HUNDRED FIFTY-FOUR THOUSAND  
NINE HUNDRED SEVENTY-THREE DOLLARS AND FORTY-NINE CENTS (\$454,973.49)**, lawful money of the United States of  
America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein  
by this reference) with said City of Long Beach for the **Improvement of Atlantic Avenue Northbound Right Turn  
Pocket Between Esther Street and Pacific Coast Highway** and is required by said City to give this bond in  
connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants,  
conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed,  
at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it  
shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the  
work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to  
said contract, or the giving by the City of any extension of time for the performance of said contract, or the  
giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any  
way release the Principal or the Surety, or either of them, or their respective heirs, administrators,  
executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such  
modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said  
City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the  
payment shall have actual notice at the time the order is made that such payment is in fact premature, and then  
only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount  
more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this  
instrument with all of the formalities required by law on this 14th day of May, 2009.

LMT Enterprises, Inc. DBA: Tyner  
Paving Company  
Contractor

Name: Erick Quind

Title: V.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

~~American Contractors Indemnity Company~~  
SURETY, admitted in California

By: Gary B. Merrill

Name: Gary B. Merrill

Title: Attorney-In-Fact

Telephone: (310) 957-3090

Approved as to form this 2nd day  
of June, 2009.

ROBERT E. SHANNON, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Approved as to sufficiency this 17 day  
of May, 2009.

By: \_\_\_\_\_  
~~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 ACKNOWLEDGMENT**

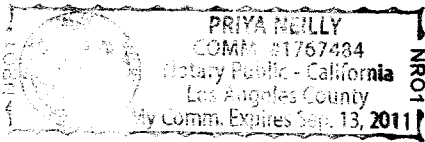
State of California

County of LOS ANGELES }

On MAY 14, 2009 before me, PRIYA NEILLY, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared RICK QUINN  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

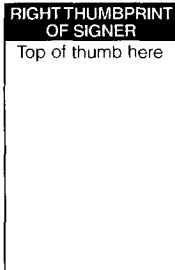
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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



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

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

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



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles



On May 14, 2009 before me, Priya Neilly, Notary Public  
Date Here Insert Name and Title of the Officer

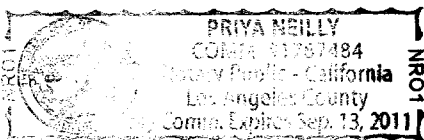
personally appeared Gary B. Merrill  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature *Priya Neilly*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

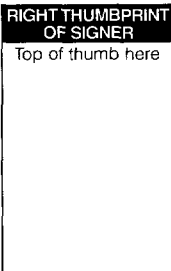
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

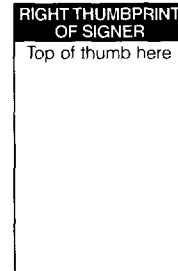
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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



**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Gary B. Merrill or James F. Huff of Pasadena, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

This Power of Attorney shall expire without further action on March 18, 2011. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15<sup>th</sup> day of July, 2008.

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]  
Daniel P. Aguilar, Vice President

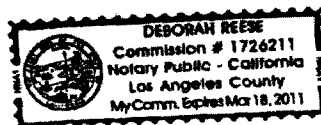
State of California

County of Los Angeles SS:

On this 15<sup>th</sup> day of July, 2008, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of May, 2009

Corporate Seals



[Signature]  
Jeannie J. Kim, Assistant Secretary

Bond No. 1000809211  
Agency No. 6072