

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

CONTRACT

31065

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3 THIS CONTRACT is made and entered, in duplicate, as of March 4, 2009
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on March 10, 2009, by and between ALL
6 AMERICAN ASPHALT, California corporation ("Contractor"), whose address is 400 E.
7 Sixth Street, Corona, California 92879, and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for
10 Street Improvements in the City of Long Beach, California," dated January 16, 2009, and
11 published by City, bids were received, publicly opened and declared on the date specified
12 in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a
15 contract with Contractor for the work described in Plans & Specifications No. R-6767;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the
20 work described in "Plans & Specifications No. R-6767 for the Annual Contract for Street
21 Improvements in the City of Long Beach, California," said work to be performed
22 according to the Contract Documents identified below. However, this Contract is
23 intended to provide to City complete and finished work and, to that end, Contractor shall
24 do everything necessary to complete the work, whether or not specifically described in
25 the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and
28 work identified in Contractor's "Bid for the Annual Contract for Street

1 Improvements in the City of Long Beach, California," attached hereto as Exhibit
2 "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Plans & Specifications No. R-6767 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Plans and Drawings No. (None) for this work; the California Code
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing
13 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
15 this Contract and all documents attached hereto or referenced herein including but
16 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
17 Proceed; Notice of Completion; any addenda or change orders issued in
18 accordance with the Standard Specifications; any permits required and issued for
19 the work; approved final design drawings and documents; and the Information
20 Sheet. These Contract Documents are incorporated herein by the above
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
23 if any conflict or inconsistency exists or develops among or between Contract
24 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6767; 5)
26 Addenda; 6) Plans and Drawings No. (None); 7) the City of Long Beach Standard
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1 4. TIME FOR CONTRACT. Contractor shall commence work on a date
2 to be specified in a written "Notice to Proceed" from City and shall complete all work
3 within three hundred sixty-five days (365) calendar days thereafter, subject to strikes,
4 lockouts and events beyond the control of Contractor. Time is of the essence hereunder.
5 City will suffer damage if the work is not completed within the time stated, but those
6 damages would be difficult or impractical to determine. So, Contractor shall pay to City,
7 as liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

18 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 13. NOTICES.

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

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

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

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

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16. CERTIFIED PAYROLL RECORDS.

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

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

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

17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the contrary in the Standard Specifications, Contractor shall have the responsibility, care and custody of the work. If any loss or damage occurs to the work that is not covered by collectible commercial insurance, excluding loss or damage caused by earthquake or flood or the negligence or willful misconduct of City, then Contractor shall immediately

1 make the City whole for any such loss or pay for any damage. If Contractor fails or
2 refuses to make the City whole or pay, then City may do so and the cost and expense of
3 doing so shall be deducted from the amount due Contractor from City hereunder.

4 18. CONTINUATION. Termination or expiration of this Contract shall not
5 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
6 prior to termination or expiration of this Contract.

7 19. TAXES AND TAX REPORTING.

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

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

25 C. In completing the form and obtaining the permit(s), Contractor
26 shall use the address of the Work site as its business address and may use any
27 address for its mailing address. Copies of the form and permit(s) shall also be
28 delivered to the City Engineer. The form must be submitted and the permit(s)

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

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

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

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

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

26 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
27 parties to benefit themselves only and is not in any way intended or designed to or
28 entered for the purpose of creating any benefit or right of any kind for any person or entity

1 that is not a party to this Contract.

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

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

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

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

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

27 29. NONDISCRIMINATION. In connection with performance of this
28 Contract and subject to federal laws, rules and regulations, Contractor shall not

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

1 discriminate in employment or in the performance of this Contract on the basis of race,
2 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
3 status, handicap or disability. It is the policy of the City to encourage the participation of
4 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
5 encourages Contractor to use its best efforts to carry out this policy in the award of all
6 subcontracts.


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

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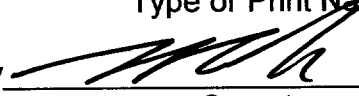
1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 ALL AMERICAN ASPHALT, a California
4 corporation

5 FEB. 18, 2009

By 
6 President
7 DAVID D. SISEMORE
8 Type or Print Name

9 FEB. 18, 2009

By 
10 Secretary
11 MARK LUER
12 Type or Print Name

13 "Contractor"

14 CITY OF LONG BEACH, a municipal
15 corporation

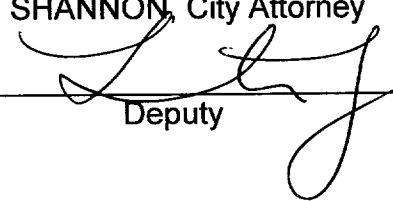
16 March 23, 2009

By 
17 Assistant City Manager
18 City Manager

19 "City"

20 QUANT
21 TO ARTICLE 501 OF
22 THE CITY CHARTER.

23 This Contract is approved as to form on February 25,
24 2009.

25 ROBERT E. SHANNON, City Attorney
26 By 
27 Deputy

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 18, 2009 before me, Brenda L. Royster, Notary Public
Date Here Insert name and Title of the Officer

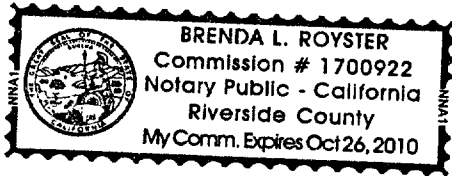
personally appeared Dan D. Sisemore and Mark Luer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Brenda L. Royster
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contract - City of Long Beach

Document Date: February 18, 2009 Number of Pages: 11

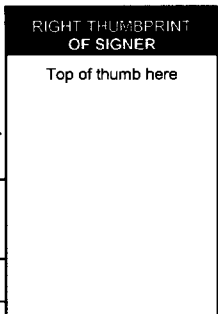
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dan D. Sisemore

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



Signer's Name: Mark Luer

- Individual
- Corporate Officer — Title(s): Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt

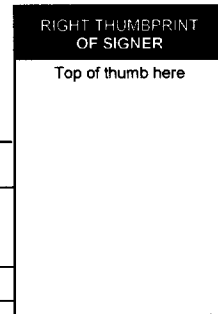


EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: ALL AMERICAN ASPHALT

**BID FOR THE
ANNUAL CONTRACT FOR STREET IMPROVEMENTS
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 January 16, 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-6767 at the following prices.

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of items. The sample items to be used will be selected by the City, kept in a sealed envelope, and opened at the bid opening in order to ensure a competitive bidding process. The lowest responsive bidder will be determined by adding the item totals for the "sample project." The City intends to award an all-inclusive contract to one Contractor for the Work.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
1	Adjust City Manhole Frame & Cover	1 or more	Ea	300.-
2	Adjust L.A.C.S.D. Manhole Frame & Cover	1 or more	Ea	350.-
3	Reconstruct Manhole Frame & Cover	1 or more	Ea	700.-
4	Manhole Step	1 or more	Ea	50.-
5	Adjust Water Valve Box & Cover and Meter Box & Cover	1 or more	Ea	175.-
6	Reconstruct Water Valve Box & Cover	1 or more	Ea	250.-
7	Adjust Gas Valve Box & Cover	1 or more	Ea	250.-
8	Replace Pull Box	1 or more	Ea	1,500
9	Replace Traffic Signal Pull Box	1 or more	Ea	2,000
10	Survey Monument Type C with Casting & Cover	1 or more	Ea	500.-
11	Install Survey Monument Casting & Cover	1 or more	Ea	275.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
12	Adjust Survey Monument Casting & Cover	1 or more	Ea	275.-
13	Survey Bench Mark, Type 1	1 or more	Ea	275. 275.-
13A	Gin Spike and Washer	1 or more	Ea	275. 250.-
14	Curb Drain	1 or more	Ea	200.-
19	Concrete Removal	0.5 to 5.0	CY	300.-
20		5.1 to 10.0	CY	250.-
21		10.1 to 50.0	CY	80.-
22		50.1 to 100.0	CY	80.-
25		100.1 or more	CY	80.-
26	Bituminous Pavement Removal	0.5 to 5.0	CY	300.-
27		5.1 to 10.0	CY	75.-
28		10.1 to 50.0	CY	70.-
29		50.1 to 100.0	CY	65.-
30		100.1 or more	CY	50.-
31	Cold Milling Asphalt Concrete Pavement, 6' Wide, 2" Average Depth	500 to 1,000	SY	5.-
32		1,001 to 2,000	SY	3.-
33		2,001 to 3,000	SY	2.-
34		3,001 or more	SY	1.50 1.50
35	Unclassified Excavation	1 to 10	CY	150.-
36		11 to 50	CY	45.-
37		51 to 100	CY	45.-
38		101 or more	CY	45.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
39	Root Pruning, 14" Deep	6 to 100	LF	12.-
40		101 to 500	LF	12.-
41		501 or more	LF	12.-
42	Root Pruning, 26" Deep	6 to 100	LF	18 25.-
43		101 to 500	LF	18.-
44		501 or more	LF	12.-
45	Tree Pruning	1 to 10	Ea	18 250.-
46		11 or more	Ea	250.-
47	Tree Removal up to 24" diameter trunk	1 or more	Ea	950.-
48	Tree Removal, 25" to 36" diameter trunk	1 or more	Ea	1,000
49	Imported Borrow	1 to 10	CY	25.-
50		11 to 50	CY	25.-
51		51 or more	CY	25.-
52	Slurry Backfill	1 to 5	CY	125.-
53		6 to 10	CY	100.-
54		11 to 30	CY	85.-
55		31 or more	CY	60.-
56	Crushed Miscellaneous Base, 6" Thick under Curb & Gutter and Cross Gutter	1 to 500	SF	3.-
57		501 to 1,000	SF	2.25
58		1,001 to 2,000	SF	18 2.-
59		2,001 or more	SF	18 1.90

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
60	Crushed Miscellaneous Base	1 to 100	CY	35.-
61		101 to 500	CY	35.-
62		501 or more	CY	35.-
63	Slurry Seal	1 to 10	ELT	600.-
64		11 to 50	ELT	500.-
65		51 to 100	ELT	400.-
66		101 or more	ELT	350.-
67		Crack Preparation	100 to 500	LF
67	501 to 1,000		LF	3.50
68	1,001 to 3,000		LF	1.25
69	3,001 to 5,000		LF	.75¢
70	5,001 or more		LF	.50¢
71	Asphalt Concrete Pavement	1 to 100	Ton	125.-
72		101 to 500	Ton	80.-
73		501 to 1,000	Ton	76.-
74		1,001 to 2,000	Ton	74.-
75		2,001 to 3,000	Ton	73.-
76		3,001 or more	Ton	72.-
77		Asphalt Rubber Pavement	1 to 100	Ton
78	101 to 500		Ton	90.-
79	501 to 1,000		Ton	87.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
80	Asphalt Rubber Pavement	1,001 to 2,000	Ton	86.-
81		2,001 to 3,000	Ton	83.- 85.-
82		3,001 or more	Ton	84.-
83	Asphalt Concrete Curb	1 to 2,000	LF	84.- 12.-
84		2,001 or more	LF	10.-
85	PCC Pavement, 6" Thick	1 to 100	SF	8.-
86		101 to 400	SF	8.-
87		401 to 1,000	SF	6.-
88		1,001 to 2,000	SF	6.-
89		2,001 to 3,000	SF	5.-
90		3,001 or more	SF	5.-
91		PCC Alley Entrance, 6" Thick	1 to 100	SF
92	101 to 400		SF	8.-
93	401 to 1,000		SF	6.-
94	1,001 to 2,000		SF	6.-
95	2,001 to 3,000		SF	5.-
96	3,001 or more		SF	4.-
97	Type "E" Joint Sealant	20 or more	LF	20.-
98	PCC Curb, GB Type A1-150 (6), A1-200 (8), A1 Integral, C1-150 (6), or C1-200 (8)	1 to 50	LF	16.-
99		51 to 100	LF	15.-
100		101 to 400	LF	8.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
101	PCC Curb, GB Type A1-150 (6), A1-200 (8), A1 Integral, C1-150 (6), or C1-200 (8)	401 to 2,000	LF	8.-
102		2,001 or more	LF	8.-
103	PCC Curb & Gutter, GB Type A2, W = 1.5'	1 to 50	LF	40.-
104		51 to 100	LF	39.-
105		101 to 400	LF	38 32.-
106		401 to 2,000	LF	38 28.-
107		2,001 or more	LF	14.-
108		PCC Curb & Gutter, GB Type A2, W = 2.0'	1 to 50	LF
109	51 to 100		LF	44.-
110	101 to 400		LF	40.-
111	401 to 2,000		LF	30.-
112	2,001 or more		LF	30.-
113	PCC Curb & Gutter, GB Type A2, W = 7.0'		1 to 50	LF
114		51 to 100	LF	75.-
115		101 to 400	LF	70.-
116		401 to 2,000	LF	45.-
117		2,001 or more	LF	30.-
118		PCC Bus Stop Street Pad, 10" Thick	1 to 740	SF
119	741 to 1,480		SF	9.-
120	1,481 to 4,440		SF	8.50
121	4,441 or more		SF	7.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
122	PCC Cross Gutter, 8" Thick	1 to 50	SF	15.-
123		51 to 100	SF	12.-
124		101 to 400	SF	10.-
125		401 to 2,000	SF	8.50
126		2,001 or more	SF	8.25
127		PCC Sidewalk, 3" Thick	1 to 50	SF
128	51 to 100		SF	10.-
129	101 to 400		SF	9.-
130	401 to 1,000		SF	8.50
131	1,001 or more		SF	4.-
132	PCC Sidewalk, 4" Thick		1 to 50	SF
133		51 to 100	SF	9.-
134		101 to 400	SF	8.50
135		401 to 1,000	SF	6.-
136		1,001 or more	SF	5.-
137		Curb Ramp Detectable Warning Surface	10 to 50	SF
138	51 to 500		SF	40.-
139	501 or more		SF	40.-
140	PCC Driveway, 4" Thick	1 to 50	SF	10.-
141		51 to 100	SF	10.-
142		101 to 400	SF	8.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
143	PCC Driveway, 4" Thick	401 to 2,000	SF	6.-
144		2,001 or more	SF	4.-
145	PCC Driveway, 6" Thick	1 to 50	SF	10.-
146		51 to 100	SF	10.-
147		101 to 400	SF	7.-
148		401 to 2,000	SF	6.50
149		2,001 or more	SF	6.-
150	Storm Drain - 18" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	140.-
151		101 or more	LF	100.-
152	Storm Drain - 18" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	145.-
153		101 or more	LF	105.-
154	Storm Drain - 24" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	150.-
155		101 or more	LF	115.-
156	Storm Drain - 24" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	176.-
157		101 or more	LF	121.-
158	Storm Drain 42" Manhole per Standard Plan GB-321, 5.0' to 10.0' deep	1 or more	Ea	3,300
159	Storm Drain Concrete Collar per Standard Plan GB-332	1 or more	Ea	825.-
160	Weakened Plane Joint Dowel	10 or more	Ea	15.-
161	Topsoil, Class "A"	1 to 10	CY	60.-
162		11 to 50	CY	40.-
163		51 or more	CY	35.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
164	Tree Planting, 15 Gallon Tree	1 to 5	Ea	125.-
165		6 or more	Ea	185.-
166	Tree Planting, 24" Box Tree	1 to 5	Ea	300.- RB 400.-
167		6 or more	Ea	190.- RB 375.-
168	Lawn Seeding	100 to 500	SF	2.-
169		501 or more	SF	1.-
170	4" Reflectorized Paint Traffic Striping	1 to 100	SF	.90¢
171		101 to 500	SF	.90¢
172		501 to 1,000	SF	.90¢
173		1,001 or more		.90¢
174	4" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 100	SF	1.68
175		101 to 500	SF	1.68
176		501 to 1,000	SF	1.68
177		1,001 or more	SF	1.68
178	4" Thermoplastic Traffic Striping	1 to 100	SF	1.44
179		101 to 500	SF	1.44
180		501 to 1,000	SF	1.44
181		1,001 or more	SF	1.44
182	4" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 100	SF	1.68
183		101 to 500	SF	1.68
184		501 to 1,000	SF	1.68

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
185	4" Thermoplastic Traffic Striping, Including Pavement Markers	1,001 or more	SF	1.68
186	6" Reflectorized Paint Traffic Striping	1 to 100	SF	1.44
187		101 to 500	SF	1.44
188		501 to 1,000	SF	1.44
189		1,001 or more	SF	1.44
190		6" Thermoplastic Traffic Striping	1 to 100	SF
191	101 to 500		SF	2.16
192	501 to 1,000		SF	2.16
193	1,001 or more		SF	2.16
194	8" Reflectorized Paint Traffic Striping, Including Pavement Markers		1 to 100	SF
195		101 to 500	SF	2.88
196		501 to 1,000	SF	2.88
197		1,001 or more	SF	2.88
198		8" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 100	SF
199	101 to 500		SF	4.50
200	501 to 1,000		SF	4.50
201	1,001 or more		SF	4.50
202	12" Reflectorized Paint Traffic Striping		1 to 100	SF
203		101 to 500	SF	2.40
204		501 to 1,000	SF	2.40
205		1,001 or more	SF	2.40

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
206	12" Thermoplastic Traffic Striping	1 to 100	SF	2.40
207		101 to 500	SF	2.40
208		501 to 1,000	SF	2.40
209		1,001 or more	SF	2.40
210	Curb Painting	1 to 100	LF	2.-
211		101 to 500	LF	2.-
212		501 to 1,000	LF	2.-
213		1,001 or more	LF	2.-
214	Thermoplastic Arrows Pavement Marking	1 to 5	Ea	150.-
215		6 to 10	Ea	150.-
216		11 to 20	Ea	150.-
217		21 or more	Ea	150.-
218	8' Reflectorized Paint Pavement Letter	4 to 20	Ea	150.-
219		21 to 100	Ea	24.-
220		101 or more	Ea	24.-
221	8' Thermoplastic Pavement Letter	4 to 20	Ea	30.-
222		21 to 100	Ea	30.-
223		101 or more	Ea	30.-
224	Raised Pavement Markers (Ceramic)	8 to 40	Ea	2.40
225		41 to 100	Ea	2.40
226		101 or more	Ea	2.40

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
227	Raised Pavement Markers (Reflective)	8 to 40	Ea	6.-
228		41 to 100	Ea	6.-
229		101 or more	Ea	6.-
230	Removal of Raised Pavement Markers	8 to 40	Ea	3.50
231		41 to 100	Ea	3.50
232		101 or more	Ea	3.50
233	Parking T's, Thermoplastic	4 to 20	Ea	36.-
234		21 to 100	Ea	36.-
235		101 or more	Ea	36.-
236	Remove Sign and Post	1 to 10	Ea	120.-
237		11 to 20	Ea	120.-
238		21 to 100	Ea	120.-
239		101 or more	Ea	120.-
240	Remove Sign from Post	1 to 10	Ea	75.-
241		11 to 20	Ea	75.-
242		21 to 100	Ea	75.-
243		101 or more	Ea	75.-
244	Install Sign on New Post	1 to 10	Ea	100.-
245		11 to 20	Ea	100.-
246		21 to 100	Ea	100.-
247		101 or more	Ea	100.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
248	Install Sign on Existing Post	1 to 10	Ea	100.-
249		11 to 20	Ea	100.-
250		21 to 100	Ea	100.-
251		101 or more	Ea	100.-
252	Object Markers Type "K" or "L"	1 to 40	Ea	102.-
253		41 to 100	Ea	102.-
254		101 or more	Ea	102.-
255	Object Markers Type "N", "P", or "R"	1 to 40	Ea	102.-
256		41 to 100	Ea	102.-
257		101 or more	Ea	102.-
258	Loop Detectors	1 to 5	Ea	600.-
259		6 to 10	Ea	325.-
260		11 to 20	Ea	300.-
261		21 or more	Ea	375.- Rs 275.-
262	Bicycle Loop Detectors	1 to 5	Ea	500.-
263		6 to 10	Ea	350.-
264		11 or more	Ea	300.-
265	Traffic Signal Conduit, 3" Diameter	30 to 120	LF	85.-
266		121 or more	LF	60.-
267	Install Traffic Signal Pull Box	1 or more	Ea	600.-
268	Surcharge for Airport Projects, 1 to 5 Working Days Duration	1	LS	1,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
269	Surcharge for Airport Projects, 6 to 10 Working Days Duration	1	LS	1,200
270	Surcharge for Airport Projects, 11 to 15 Working Days Duration	1	LS	1,500

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

GREENSHEET

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for 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:

ALL AMERICAN ASPHALT

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



Title: ROBERT BRADLEY, VICE PRESIDENT

Date: FEB. 18, 2009

EXHIBIT "B"

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: BB1070243
B. Name of Insurer (NOT Broker): SEA BRIGHT INSURANCE Co.
C. Address of Insurer: 681 S. PARKER #200 - ORANGE, CA 92868
D. Telephone Number of Insurer: 714-918-5941

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): UNKNOWN AT THIS TIME
B. Automobile Liability Insurance Policy Number: 72UEN6K5491K2
C. Name of Insurer (NOT Broker): HARTFORD FIRE INSURANCE Co.
D. Address of Insurer: P.O. Box 2333 - BREA, CA 92822-2333
E. Telephone Number of Insurer: 714-674-1200

3) Address of Property used to house workers on this Contract, if any: _____

NONE

- 4) Estimated total number of workers to be employed on this Contract: UNKNOWN
5) Estimated total wages to be paid those workers: UNKNOWN AT THIS TIME
6) Dates (or schedule) when those wages will be paid: UNKNOWN AT THIS TIME

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: _____

UNKNOWN AT THIS TIME

8) Taxpayer's Identification Number: _____

EXHIBIT "C"

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS *All American Asphalt*

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

<u>Name And Address Of Subcontractor</u>	<u>Classification Or Type Of Work</u>
Name <u>MSL</u>	<u>Electrical Conduit</u>
Address <u>4580 E. Eisenhower Cir.</u>	Dollar amount of contract \$ _____
City <u>Anaheim</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>714-693-4837</u>	License No. <u>822450</u>

<u>Name</u>	<u>Classification Or Type Of Work</u>
Name <u>C.P. Engineering</u>	<u>Traffic Loops</u>
Address <u>9316 Mabel Ave.</u>	Dollar amount of contract \$ _____
City <u>South El Monte</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>714 626-452-8658</u>	License No. <u>793907</u>

<u>Name</u>	<u>Classification Or Type Of Work</u>
Name _____	_____
Address _____	Dollar amount of contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. _____	License No. _____

<u>Name</u>	<u>Classification Or Type Of Work</u>
Name _____	_____
Address _____	Dollar amount of contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. _____	License No. _____

APPENDIX "A"

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

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

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

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

To qualify for a use tax direct payment permit, an applicant must meet the following conditions:

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

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

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

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

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

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

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 842879, Sacramento, CA 94279-0044.

Use Tax Direct Payment Exemption Certificate

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

(Name of Vendor)

(Address of Vendor)

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

Description of property to be purchased: _____

N/A

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

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

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

This Exemption Certificate has been approved by the California State Board of Equalization.
Approved By: _____ Date: _____
(Deputy Director, Sales and Use Tax Department)

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

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections¹ 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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

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

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

¹All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION
USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER _____

DRAFT

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

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

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

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

BOE-442-DPLZ (1-98)

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

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 31001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40215; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751; Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381; Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161; Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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

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

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

BOND FOR FAITHFUL PERFORMANCE

Fidelity
and

KNOW ALL MEN BY THESE PRESENTS, That we, ALL AMERICAN ASPHALT, as PRINCIPAL, and Deposit Co of Maryland, located at 801 No. Brand Blvd, Glendale, CA 91203, a corporation, incorporated under the laws of the State of MARYLAND, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of One Million & No/100ths DOLLARS (\$ 1,000,000) 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 ANNUAL CONTRACT FOR STREET IMPROVEMENTS IN THE CITY OF LONG BEACH, CALIFORNIA 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 11 day of FEBRUARY, 2009.

ALL AMERICAN ASPHALT

Contractor
By: [Signature]
Name: ROBERT BRADLEY
Title: VICE PRESIDENT
By: [Signature]
Name: MARK LUDR
Title: SECRETARY

Approved as to form this 25th day of February, 2009.

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SURETY, admitted in California
By: [Signature]
Name: OWEN M. BROWN
Title: ATTORNEY-IN-FACT
Telephone: 714-935-1112

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

By: [Signature]
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 18, 2009 before me, Brenda L. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Mark Luer
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Brenda L. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Faithful Performance Bond - City of Long Beach

Document Date: February 11, 2009 Number of Pages: 2

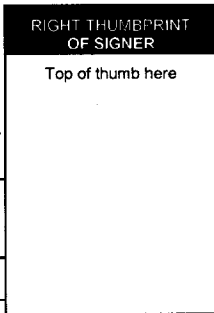
Signer(s) Other Than Named Above: Owen M. Brown, Attorney-In-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

- Individual
- Corporate Officer -- Title(s): Vice President
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Other: _____

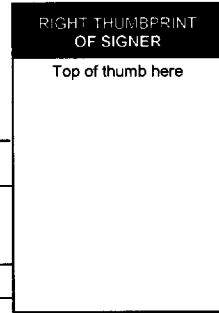
Signer is Representing:
All American Asphalt



Signer's Name: Mark Luer

- Individual
- Corporate Officer -- Title(s): Secretary
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



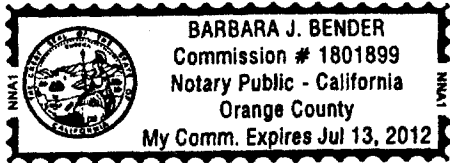
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

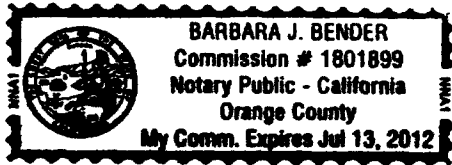
County of ORANGE

On 2-11-09 before me, BARBARA J. BENDER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared OWEN M. BROWN
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity(●), and that by his/~~her~~ signature(●) on the instrument the person(●), or the entity upon behalf of which the person(●) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND NO.089 50 375

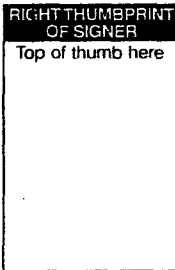
Document Date: 2-11-09 Number of Pages: ONE (1)

Signer(s) Other Than Named Above: ALL AMERICAN ASPHALT

Capacity(ies) Claimed by Signer(s)

Signer's Name: OWEN M. BROWN

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



Signer Is Representing: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Signer's Name: _____

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



Signer Is Representing: _____

LABOR AND MATERIAL BOND

BOND NO. 089 50 375
EXECUTED IN TWO (2) PARTS

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, as PRINCIPAL, and Fidelity Deposit Co of Maryland, located at 801 No. Brand Blvd, Glendale, CA 91203, a and corporation, incorporated under the laws of the State of MARYLAND, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of One Million & No/100ths DOLLARS (\$1,000,000.00), 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 ANNUAL CONTRACT FOR STREET IMPROVEMENTS IN THE CITY OF LONG BEACH, CALIFORNIA 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 11 day of FEBRUARY, 2009

ALL AMERICAN ASPHALT

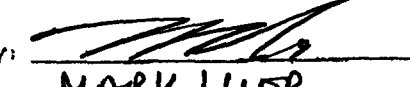
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Contractor
By: 

SURETY, admitted in California
By: 

Name: ROBERT BRADLEY
Title: VICE PRESIDENT

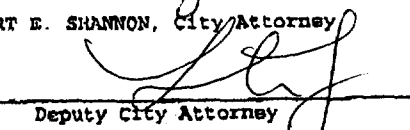
Name: OWEN M. BROWN
Title: ATTORNEY-IN-FACT

By: 
Name: MARK LUEB
Title: SECRETARY

Telephone: 714-935-1112

Approved as to form this 25th day of February, 2009.

Approved as to sufficiency this 19 day of February, 2007.

ROBERT E. SHANNON, City Attorney
By: 
Deputy City Attorney

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.

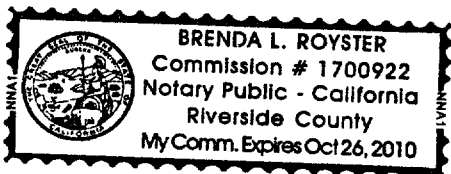
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 18, 2009 before me, Brenda L. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Mark Luer
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Brenda L. Royster
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Labor and Material Bond - City of Long Beach

Document Date: February 11, 2009 Number of Pages: 3

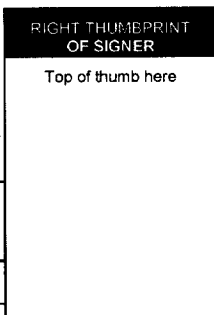
Signer(s) Other Than Named Above: Owen M. Brown, Attorney-In-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

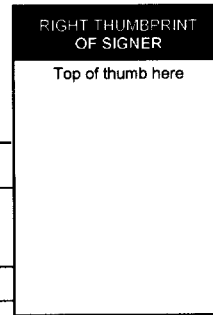
Signer is Representing:
All American Asphalt



Signer's Name: Mark Luer

- Individual
- Corporate Officer — Title(s): Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



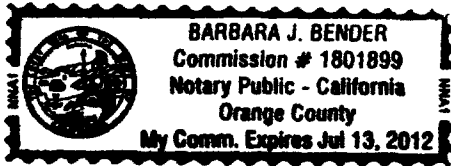
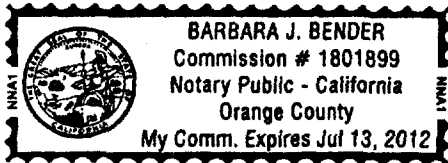
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 2-11-09 before me, BARBARA J. BENDER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared OWEN M. BROWN
Name(s) of Signer(s)



Place Notary Seal Above

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(●), or the entity upon behalf of which the person(●) 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 [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: LABOR & MATERIAL BOND NO. 089 50 375

Document Date: 2-11-09 Number of Pages: ONE (1)

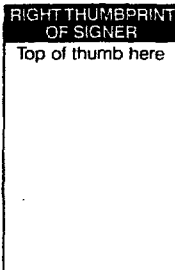
Signer(s) Other Than Named Above: ALL AMERICAN ASPHALT

Capacity(ies) Claimed by Signer(s)

Signer's Name: OWEN M. BROWN

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

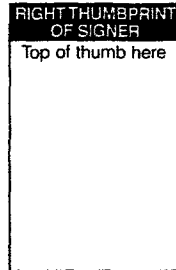
Signer Is Representing: FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Signer's Name: _____

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

Signer Is Representing: _____



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Owen M. BROWN, of Anaheim, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Owen M. BROWN, dated February 11, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of December, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 27th day of December, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

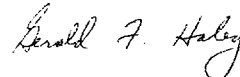
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 11th day of FEBRUARY, 2009.



Assistant Secretary