

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
WESTERN AND CENTRAL ZONE 3 MONTCLAIR STREET
REHABILITATION PROJECT

All American Asphalt

Company

400 East Sixth Street

Address

Corona, CA 92879

(951) 736-7600

Telephone Number

267073

California State License Number

TO THE HONORABLE CITY COUNCIL, CITY OF MONTCLAIR, CALIFORNIA:

Pursuant to the Public Notice Inviting Bids, the undersigned bidder declares that he or she has carefully examined the location of the proposed work, that he or she has examined the plans and specifications for the above titled project and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete said work in accordance with said plans and specifications for the unit or lump sum prices set forth in the Schedule of Work Items.

The undersigned bidder further declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without any connection with any other party or parties making a proposal for the same purpose, that the proposal is in all respects fair and without collusion or fraud; that he or she has read that the Notice Inviting Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; and that he or she proposes and agrees, if this proposal be accepted, to contract in the form of agreement prescribed, to furnish all necessary labor, equipment and materials, to perform all the work specified in the bid documents and in the Plans and Specifications, and to complete the same within the time stipulated therein; and

that he or she will accept in full payment therefor the unit or lump sum prices set forth in the Schedule of Work Items, to wit:

SCHEDULE OF WORK ITEMS

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION OF WORK	UNIT PRICE	SUB-TOTAL
1.	1	LS	National Pollutant Discharge Elimination System (NPDES) compliance	20,000-	20,000-
2.	1	LS	Traffic Control, Safety and Public Notification Including (42) Signs	116,918.20	116,918.20
3.	2953	SF	Remove and Replace Asphalt Pavement and Tree Roots	15.-	44,295-
4.	1513	LF	Remove and Replace 6" PCC Curb and Gutter	36.-	54,468-
5.	2878	LF	Remove and Replace 8" PCC Curb and Gutter	40.-	115,120-
6.	196	LF	Remove and Replace 10" PCC Curb and Gutter	50.-	9,800-
7.	116	LF	Remove and Replace 6" Curb Only	34.-	3,944-
8.	354	LF	Remove and Replace 8" Curb Only	34.-	12,036-
9.	528	SF	Remove and Replace PCC Cross Gutter	15.-	7,920-
10.	4456	SF	6" PCC Drive Approach	9.-	40,104-
11.	1008	SF	6" PCC Spandrel	15.-	15,120-

12.	43,842	SF	Remove and Replace 4" PCC Sidewalk Including Tree Root Removal	5.—	219,210—
13.	158	EA	Remove and Replace PCC Curb Ramp	3,000—	474,000—
14.	3046	LF	PCC Grind Sidewalks and Flow lines at 16" Wide	13.—	39,598—
15.	213,218	SY	Cold Plane	1.10	234,539.80
16.	25,194	TN	Placement of .17 Asphalt Concrete Pavement Overlay	58.—	1,461,252—
17.	14	EA	Replace Manhole Ring and Cover	650.—	9,100—
18.	152	EA	Adjust Sewer Manhole to Grade	375.—	57,000—
19.	1	LS	Placement of Traffic Striping and Pavement Markings	20,000—	20,000—
20.	43	EA	Paint Residential Curb Face Address	25.—	1,075—

TOTAL (Items 1 through 20) \$ 2,955,500.00

It is understood that bids are required for the entire work, except as may be modified in the Notice Inviting Bids. The bidder shall set forth for each item of work, in clearly legible figures, an item price and a subtotal for the item in the respective spaces provided for this purpose. The subtotal of unit basis items will be determined as the product of the item price bid and the estimated quantity set forth for the item. In case of discrepancy between the item price and the subtotal set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is omitted or is the same amount as the entry in the "SUBTOTAL" column, then the amount set forth in the "SUBTOTAL" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "SUBTOTAL" column shall be the item price.

- (2) As to unit basis items, the amount set forth in the "SUBTOTAL" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The bidder further agrees that within ten (10) calendar days from the date of written notice of award of the contract, he will execute a contract in accordance with the proposal as accepted, will secure the required insurance and will furnish the required bonds; and that upon failure or refusal to do so within said time, then the proposal guaranty accompanying this proposal shall be forfeited to the City of Montclair for such failure or refusal and shall be deposited as moneys belonging to the city; provided that if said bidder shall execute a contract, secure the required insurance and furnish the required bonds within the time aforesaid, his check shall be returned to him within five (5) calendar days thereafter.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Pursuant to Labor Code Section 1777.1 and Public Contract Code Section 6109]

The undersigned contractor certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 (of the Public Contract Code), may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of November, 2016, at Corona, California.

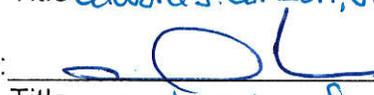
BIDDER

By: 

Title Mark Luer, President

By: 

Title Edward J. Carlson, Vice President

By: 

Title Michael Parkas, Secretary

(SEAL)

CALIFORNIA JURAT

GOV CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 1st day of November, 2016,
Date Month

By (1) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Place Notary Seal Above

Signature B. Royster
Signature of Notary Public

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.

Further Description of Any Attached Document

Title or Type of Document Non-Collusion Affidavit

Document Date: 11-1-16 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information that shall be considered part of his or her proposal. Additional sheets may be attached if necessary.

1. Name: All American Asphalt
2. Address: 400 East Sixth Street, Corona, CA 92879
3. Telephone: Voice: (951) 736-7600 Fax: (951) 736-7600
4. Type of Firm: Individual Partnership Corporation (Circle one)
5. Organized under the laws of the State of California
6. Contractor's License No. and Class: 267073, A-C-12
7. List the names, addresses and phone number of all members of the firm or names and titles of all officers of the corporation:

Name	Address	Phone (Voice)
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Mark Luer, President	P.O. Box 2229, Corona, CA 92878	(951) 736-7600
Edward J. Carlson, Vice President	P.O. Box 2229, Corona, CA 92878	(951) 736-7600
Michael Farkas, Secretary	P.O. Box 2229, Corona, CA 92878	(951) 736-7600

8. Number of years experience as a contractor in construction work: 47
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
\$12,579,000.00	Hawthorne Blvd. Reconstruction	5/2015	City of Hawthorne (310) 349-2980
\$514,150.00	Northeast Montclair Street Rehabilitation	7/2015	City of Montclair (909) 625-9444
\$2,639,000.00	Florence Ave.	10/2015	City of Englewood (310) 412-4252
\$2,401,970.00	Pavement Resurfacing, Phase II	10/2015	County of Ventura (805) 654-3987

Please See Attached

“2015”
PAST WORK REFERENCES

City of Hawthorne
4455 W. 162nd Street
Hawthorne, CA 90250
Contact: Heecheol Kwon, (310) 349-2980

Hawthorne Blvd Reconstruction
Contract Amount: \$12,579,000.00
Start: 4/2014
Completed: 5/2015

City of Inglewood
One Manchester Blvd, 3rd Floor
Inglewood, CA 90301
Contact: Hunter Nguyen, (310) 412-4252

Florence Ave
Contract Amount: \$2,639,000.00
Start: 4/2015
Completed: 10/2015

County of Ventura
800 S. Victoria Ave
Ventura, CA 93009
Contact: Jeewoong Kim, (805) 654-3987

Pavement Resurfacing, Phase II
Contract Amount: \$2,401,970.00
Start: 4/2015
Completed: 10/2015

City of Montclair
5111 Benito Street
Montclair, CA 91763
Contact: Steve Stanton, (909) 625-9444

Northeast Montclair Street Rehabilitation
Contract Amount: \$514,150.00
Start: 4/2015
Completed: 7/2015

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Contact: Bill Seitz, (949) 300-9132

Route 74 Widening
Contract: \$1,970,004.00
Start: 4/2014
Completed: 7/2015

City of Riverside
3900 Main Street
Riverside, CA 92501
Contact: Steve Howard, (951) 826-5708

2014/15 Arterial Streets
Contract Amount: \$1,683,076.00
Start: 4/2015
Completed: 9/2015

Long Beach Unified School District
2201 E. Market Street
Long Beach, CA 92805
Contact: Nancy Chinchilla, (562) 997-7513

Garfield Elementary School Pavement
Contract Amount: \$1,976,508.00
Start: 6/2015
Completed: 11/2015

"2014"
PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832
Contract: Kevin Kwak, (714) 738-6865

Yorba Linda Blvd Reconstruction
Contract Amount: \$1,346,000.00
Start: 7/2014
Completed: 11/2014

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, CA 90815
Contact: Lincoln Lo, (562) 283-7000

2013 Roadway Maintenance and Slurry
Contract Amount: \$992,000.00
Start: 6/2014
Completed: 10/2014

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Contact: Mark Cueno, (310) 285-2557

2012-2013 Street Resurfacing
Contract Amount: \$2,970,000
Start: 7/2013
Completed: 5/2014

City of Jurupa Valley
12363 Limonite Ave
Riverside, CA 92507
Contact: Michael Myers, (951) 332-6464

2012-13 Pavement Rehabilitation
Contract Amount: \$970,000
Start: 5/2013
Completed: 12/2013

City of Santa Ana
20 Civic Center
Santa Ana, CA 92701
Contact: Kurt Weimann, (714) 647-5639

Bristol Street Rehabilitation
Contract Amount: \$6,951,475
Start: 3/2013
Completed: 12/2014

"2013"
PAST WORK REFERENCES

Department of Transportation
3521 ¼ University Dr
Irvine CA 92612
Contract: Dat Pham, (949) 279-8586

Route 74, Contract No. 12-0L6404
Contract Amount: \$1,134,057
Start: 7/2012
Completed: 5/2013

City of Santa Clarita
23920 Valencia Blvd
Santa Clarita CA 91355
Contact: Bill Whitlatch, (661) 259-2489

2011/12 Overlay & Slurry Seal Program
Contract Amount: \$5,995,000
Start: 8/2012
Completed: 5/2013

LACDPW
900 S Fremont Ave
Alhambra, CA 91803
Contact: Hector Hernandez, (626) 458-2191

Seventh Avenue
Contract Amount: \$2,077,000
Start: 9/2012
Completed: 12/2013

Department of Transportation
2023 Chicago Ave., B-6
Riverside, CA 92507
Contact: Michael Chen, (951) 830-6017

Route 74, Contract No. 08-0P9504
Contract Amount: \$3,450,622
Start: 6/2012
Completed: 9/2013

City of Laguna Hills
24035 El Toro Rd
Laguna Hills, CA 92653
Contact: Kenneth Rosenfield, (949) 707-2650

Citywide Pavement Rehabilitation
Contract Amount: \$1,778,169
Start: 8/2012
Completed: 9/2013

County of Riverside Transportation
3525 14th St
Riverside, CA 92501
Contact: Trai Nguyen, (951) 961-5363

Gilman Springs Road
Contract Amount: \$1,695,108
Start: 7/2013
Completed: 9/2013

City of Azusa
213 E Foothill Blvd
Azusa, CA 91702
Christina Curiel, (626) 812-5254

Pavement Management Improvements
Contract Amount: \$980,000
Start: 5/17/12
Completed: 1/18/13

"2012"
PAST WORK REFERENCES

City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210 Contact: Juan Martinez, (310) 285-2521	2010-2011 Street Resurfacing Project Contract Amount: \$2,800,000.00 Start: 6/1/2011 Completed: 4/30/2012
City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92628 Contact: Thomas Banks, (714) 754-5222	2010-2011 Citywide Street Rehabilitation Contract Amount: \$2,778,000.00 Start: 7/1/2011 Completed: 2/29/2012
City of Perris 170 Wilkerson Avenue, Ste. D Perris, CA 92570 Contact: Chris Sunde, (951) 943-5604	Foss Field Parking Expansion Contract Amount: \$190,000.00 Start: 1/1/2012 Completed: 2/29/2012
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 Contact: Matt Sinacori, (949) 248-3574	Pacific Coast Highway & Niguel Shores Contract Amount: \$676,676.00 Start: 12/1/2011 Completed: 5/30/2012
City of Long Beach 333 W. Ocean Blvd., 10 th Floor Long Beach, CA 90802 Contact: Chuck Ramey, (562) 570-6634	Willow Street Improvements Contract Amount: \$661,661.00 Start: 12/1/2011 Completed: 6/30/2012
City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Contact: Edward Torres, (714) 647-5018	Bristol Street Widening Contract Amount: \$8,315,754.00 Start: 5/1/2009 Completed: 3/16/2012
City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708 Contact: Alex Salazar, (714) 593-4516	Edinger Avenue Improvements Contract Amount: \$422,422.00 Start: 5/1/2012 Completed: 8/1/2012

"2011"
PAST WORK REFERENCES

City of Compton 205 South Willowbrook Avenue Compton, CA 90220 Contact: Loujuana Mitchell, (310) 761-1437	Northwood Avenue Reconstruction Contract Amount: \$1,180,000.00 Start: 10/18/2010 Completed: 5/4/2011
County of San Bernardino 825 E. Third Street San Bernardino, CA 92415 Contact: Franklin Luna, (909) 387-7920	Cajon Blvd. Contract Amount: \$565,000.00 Start: 3/11/2011 Completed: 4/8/2011
County of Riverside 2950 Washington Street Riverside, CA 92504 Contact: David Hylkema, (951) 850-6075	De Luz Road Rehabilitation Contract Amount: \$740,000.00 Start: 4/25/2011 Completed: 5/23/2011
City of Stanton 7800 Katella Avenue Stanton, CA 90680-3162 Contact: Quang Le, (714) 890-4234	2010/2011 Citywide Reconstruction Contract Amount: \$322,322.00 Start: 3/1/2011 Completed: 4/30/2011
City of Long Beach 333 West Ocean Blvd., 10 th Floor Long Beach, CA 90802 Contact: Chuck Ramey, (562) 570-6634	Annual Contract Street Reconstruction Contract Amount: \$3,433,415.00 Start: 5/1/2010 Completed: Still On-Going
City of Paramount 16400 Colorado Boulevard Paramount, CA 90723-5012 Contact: Len Gorecki, (562) 220-2111	Neighborhood Street Resurfacing Contract Amount: \$899,909.00 Start: 11/1/2010 Completed: 3/30/2011
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648 Contact: Dave Verone, (714) 375-8471	Slater Avenue Improvements Contract Amount: \$1,926,341.00 Start: 8/2/2010 Completed: 2/30/2011
Department of Transportation 464 W. Fourth Street San Bernardino, CA 92410-1400 Contact: Imad Abugharbieh, (951) 277-8579	Route 91 Project Contract Amount: \$5,732,812.00 Start: 3/1/2010 Completed: 3/30/2011

INFORMATION REQUIRED OF BIDDER

10. All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "SCHEDULE OF WORK ITEMS"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code (§ 4100, *et seq.*) to which the bidder is hereby referred.

Type of Work Bid Item(s)	Name of Firm or Contractor	Location of mill, shop or office City and State
STRIPING 19, 20	SAFE USA	ONTARIO, CA
		874085 DIR# 1000000311

*Bidders shall provide contractors' license numbers, phone numbers, email addresses and point of contact information for each of the listed sub-contractors within 72 hours of receiving written request from the City Engineer or his appointed designee. Each

INFORMATION REQUIRED OF BIDDER

subcontractor is required to possess a City of Montclair business license before a Notice to Proceed can be issued.

11. List the name of the person who inspected the site of the proposed work for your firm: Cody Gawrylok

Date of Inspection: 10/17/2016

12. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your company by the State Contractor's License Board:

N/A

13. Note: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of his current financial condition.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.

 *Edward J. Carlson*
CONTRACTOR'S SIGNATURE
Edward J. Carlson, Vice President
DATE: 11/1/16

BIDDER'S GUARANTEE

Attached is bidder's bond, certified check or cashier's check No. — of the — Bank, for 10⁸ Bidder's Bond dollars, (\$ Bidder's Bond), payable to the City Clerk of the City of Montclair, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montclair, California.

The Council of the City of Montclair reserves the right to reject any and all bids.

The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within ten (10) calendar days following written notice of award of contract, said work will be commenced within fifteen (15) calendar days following execution and thereafter diligently prosecute the work to completion within the time specified in the contract documents.

The bid is submitted in response to Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the Council of the City of Montclair heretofore had and taken to date.

The undersigned further agrees, that upon being determined to be the apparent low bidder, to furnish verification of a current contractors license number, issued in accordance with the California Public Contract Code, to the City Engineer within two (2) working days after receiving a written request from him.

The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

All American Asphalt, Corporation

Mark Luer, President

Edward J. Carlson, Vice President

Michael Farkas, Secretary

The undersigned are prepared to satisfy the Council of the City of Montclair of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Dated: 11/1/16


Signature of Bidder

Edward J. Carlson, Vice President

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
All American Asphalt _____ as

PRINCIPAL, and Fidelity and Deposit Company of Maryland as
SURETY, are held and firmly bound unto the CITY OF MONTCLAIR, CALIFORNIA,
hereinafter referred to as the "City," in the penal sum of ten percent (10%) of the total
amount of the bid of the Principal above named, submitted by said Principal to said City,
for the work described below, for payment of which sum in lawful money of the United
States of America, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents. In no
case shall the liability of the surety hereunder exceed the sum of
Ten Percent of Total Amount Bid----- dollars (\$ 10% of Bid)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal
has submitted the same-mentioned bid to said City, for construction of the work under
this City's specification entitled "**WESTERN AND CENTRAL ZONE 3 MONTCLAIR STREET
REHABILITATION PROJECT**" for which bids are to be opened in the Council Chambers
located at City Hall of said City, on **November 3, 2016, at 10:01 a.m.**

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and
manner required under the heading "**INSTRUCTIONS TO BIDDERS,**" after the
prescribed forms are presented to him for signature, enters into a written contract, in the
form of agreement bound herein, in accordance with the bid, and files the two bonds
with said City, one to guarantee faithful performance and the other to guarantee
payment for labor and materials, then this obligation shall be null and void; otherwise, it
shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered,
said Surety shall pay all costs incurred by the Obligee in such suit, including a
reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day
of October, 2016.

All American Asphalt
Principal _____

By:  *Edward J. Carlson*
(SEAL)
Edward J. Carlson, Vice President

Fidelity and Deposit Company of Maryland
Surety

By: *Rebecca Haas-Bates*
(SEAL) Rebecca Haas-Bates, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On November 1, 2016 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officer

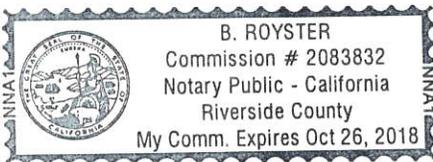
personally appeared Edward J. Carlson
Name(s) of Signer(s)

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 B. 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 Bid Bond- City of Montclair

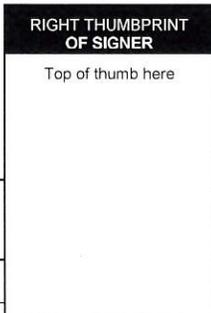
Document Date: October 17, 2016 Number of Pages: 3

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

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

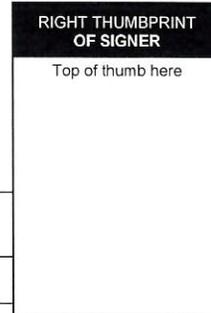


Signer is Representing:

All American Asphalt

Signer's Name: _____

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



Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

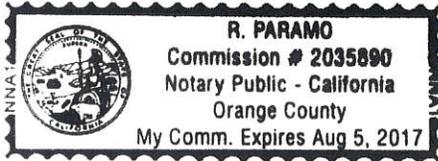
On 10/17/2016 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 10/17/2016
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and 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 Article V, Section 8, of the By-Laws of the Companies is still in force.

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 ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and 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 seals of the said Companies, this 17th day of October, 2016.



Michael Bond, Vice President