



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
Steve Finton, City Engineer
Ismael Medrano, Project Manager

DATE: October 4, 2011

SUBJECT: Consideration to Authorize the City Manager to Award a Construction Contract to Roy Allan Slurry Seal, Inc. for the 2011 Slurry Seal Project (\$262,508.82)

RECOMMENDATION:

Staff recommends that City Council pass a motion authorizing the City Manager to:

1. Award a contract in the amount of \$262,508.82 to Roy Allan Slurry Seal, Inc. for the 2011 Slurry Seal Project; and,
2. Approve additional work, if necessary, in an amount not to exceed of \$26,000 (10% of contract amount).

FISCAL IMPLICATION:

Gas Tax Funds in the total amount of \$350,000 have been appropriated for this project through the Fiscal Year 2010-11 Capital Improvement Plan.

BUDGET	
2010-11 Capital Improvement Program (Gas Tax)	\$350,000.00
EXPENDITURES	
Construction Contract (Roy Allan Slurry Seal, Inc.) CIP 11824E	\$262,508.82
Contingency (10%)	\$ 26,000.00
TOTAL ESTIMATED EXPENDITURES	\$288,508.82

BACKGROUND:

As a routine maintenance measure, the Public Works Department slurry seals asphalt streets and parking lots on a seven-year cycle. Slurry seal is a mixture of fine aggregates and emulsified asphalt spread in a thin layer over asphalt pavements. The process fills cracks, provides a new wearing surface and increases pavement life by mitigating water intrusion. The slurry seal is applied in liquid form and dries in approximately four hours depending on temperature and humidity. The process is performed through a one-day operation with minimal inconvenience to

residents.

DISCUSSION:

The streets to be slurry sealed under the proposed contract are in the area bounded by: Valley Drive, Bell Avenue, and Rosecrans Avenue to the north (see attached map).

Environmental Review

In accordance with the California Environmental Quality Act (CEQA) of 1970, this project is Categorically Exempt (Sections 15301, Class 1(c)). A Notice of Exemption has been filed with the County Clerk’s office.

Bid Proposals

This project was advertised for bids in six construction industry publications. Subsequently, 13 sets of plans and specifications were provided to contractors, subcontractors and material suppliers. A total of seven bids were received and opened on September 15, 2011 as follows:

NO.	CONTRACTOR	BID AMOUNT
1.	Roy Allan Slurry Seal, Inc.	\$262,508.82
2.	American Asphalt South, Inc.	\$274,334.24
3.	Pavement Coatings Co.	\$280,811.00
4.	Valley Slurry Seal Co.	\$315,728.50
5.	All American Asphalt	\$324,387.00
6.	Sully-Miller Contracting Co.	\$350,000.00
7.	Doug Martin Contracting Co., Inc.	\$393,799.60
	Engineer’s Estimate	\$293,000.00

Roy Allan Slurry Seal Inc.’s bid was reviewed by the Public Works Department and found to be responsive. Staff reviewed Roy Allan Slurry Seal’s contractor’s license and found it to be in order. Additionally, references indicate Roy Allan Slurry Seal has the knowledge and capability to complete the work. Roy Allan Slurry Seal has completed projects for the City in the past, most recently the 2003 Slurry Seal Project. Staff was satisfied with their performance on this project. It is recommended that a contract be awarded to Roy Allan Slurry Seal Inc. for completion of the 2011 Slurry Seal project.

Additional Work Authority

It is recommended that City Council authorize the City Manager to approve additional work, if needed, in an amount not-to-exceed \$26,000 (10% of contract amount). Doing so would expedite construction of this project. If the contingency is approved with this award, an accounting of additional work would be provided to City Council at the end of the project.

Schedule

The contract requires that work be completed within 30 working days between October 17, 2011 and November 23, 2011, inclusive.

Attachment: 1. Map

Agenda Item #: _____

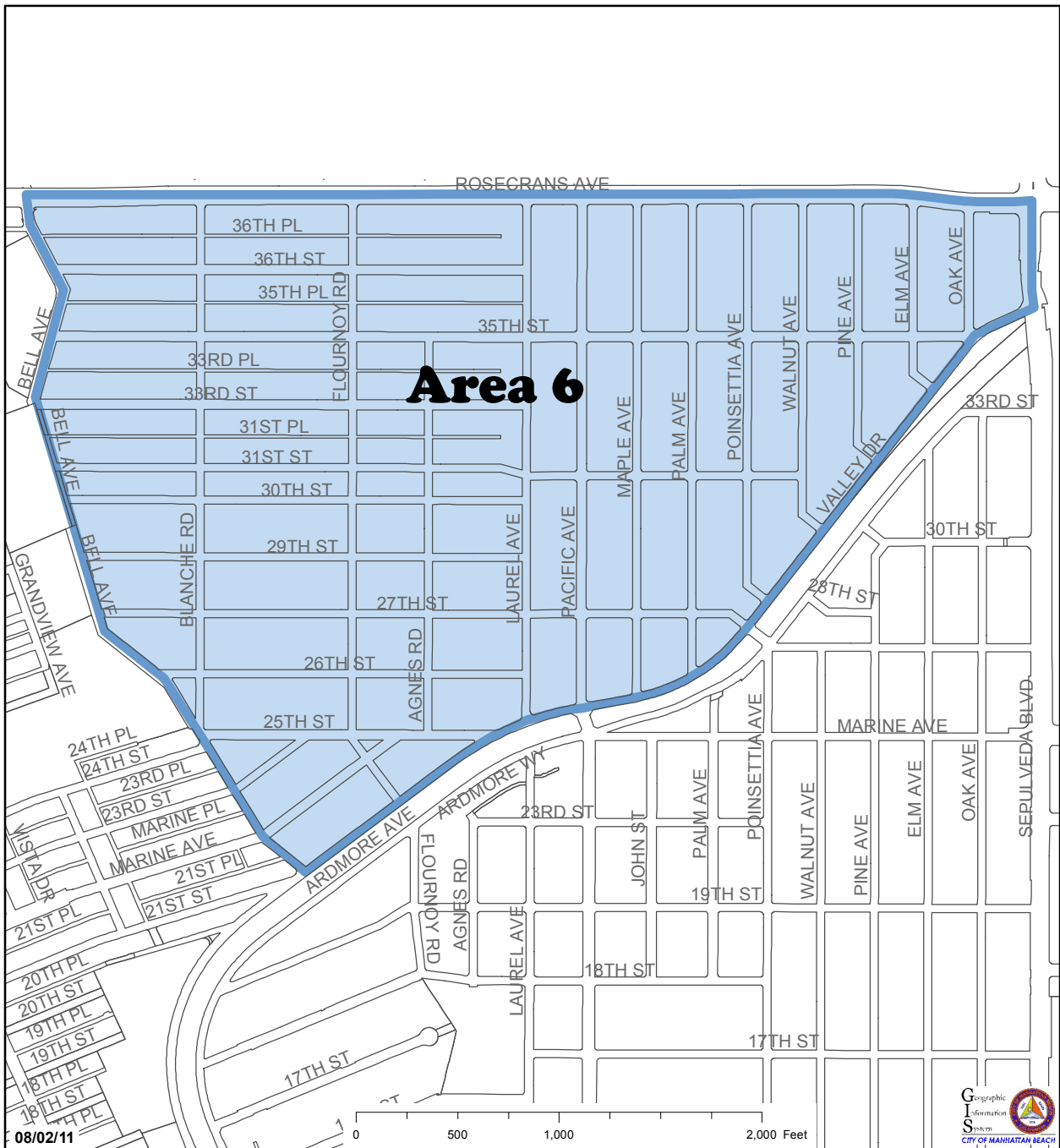
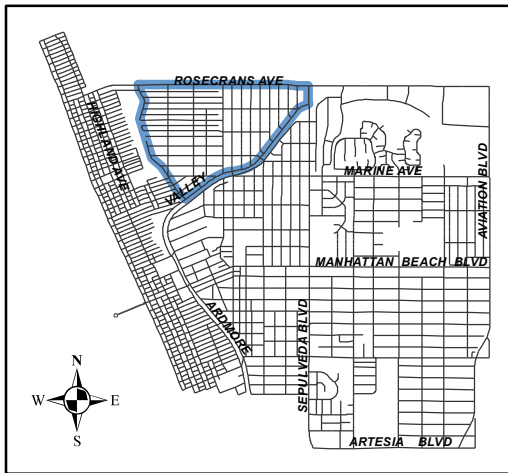
2. Agreement

City of Manhattan Beach

Slurry Seal

Area

2011



SPECIFICATION AND CONTRACT DOCUMENTS
FOR
CITY OF MANHATTAN BEACH, CALIFORNIA

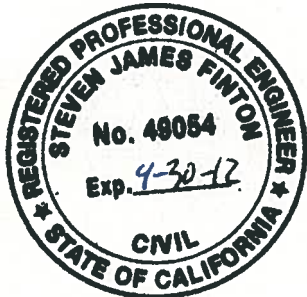
2011 SLURRY SEAL PROJECT



Completion: 30 Working Days

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266

TELEPHONE: (310) 802-5357
PROJECT MANAGER: ISH MEDRANO



9-1-11
Date


Steve Finton, City Engineer

4

CITY OF MANHATTAN BEACH

SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
Part 1		<u>General Provisions</u>
	1	Terms, Definitions Abbreviations & Symbols
	2	Scope and Control of Work
	3	Changes in the Work
	4	Control of Materials
	5	Utilities
	6	Prosecution Progress & Acceptance of Work
	7	Responsibilities of the Contractor
	8	Facilities and Agency Personnel
	9	Measurement and Payment
	10	Special Project Site Maintenance and Public Convenience and Safety
Part 2		<u>Construction Materials</u>
<u>210</u>		<u>Paint and Protective Coatings</u>
	210-1.5	Paint and Protective Coatings
	210-1.6	Paint for Traffic Striping, Pavement Marking, and Curb Marking
	210-1.6.1	General
	210-1.6.2	<u>Thermoplastic Paint, State Specifications</u>
	210-1.6.3	Rapid Dry White, Yellow, or Black Traffic Line Paint
	210-1.6.4	Ready-Mixed Traffic Stripe Paints
	210-1.6.5	Reflective Material
	210-1.6.6	Air Pollution
	210-1.6.7	Test Reports and Certification
Part 3		
<u>302</u>		<u>Roadway Surfacing</u>
	302-3.7	Removing Loose Cover Materials
	302-4	Emulsions - Aggregate Slurry
	302-4.2	Mixing
	302-4.2.1	General
	302-4.2.2	Continuous Flow Mixers
	302-4.3	Application
	302-4.3.1	General
	302-4.3.2	Spreading
	302-4.4	Public Convenience and Traffic Control
	302-4.1.1	Sanitary Convenience
	302-4.1.2	Cleanup
	302-4.5	Measurement and Payment
<u>310</u>		<u>Painting</u>
	310-1	General
	310-2.5.2	Methods

CITY OF MANHATTAN BEACH
PROJECT SPECIFICATIONS

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CITY OF MANHATTAN BEACH
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

* * * *

SEALED PROPOSALS will be received at the office of the City Clerk, City Hall, City of Manhattan Beach, California, until 11:00 a.m. on Thursday, September 15, 2011, at which time they will be publicly opened and read, for performing work as follows:

2011 Slurry Seal Project, per the Specifications prepared thereof, which are on file with the Public Works Department.

No bid will be received unless it is made on a proposal form furnished by the Engineer. Each bid must be accompanied by (cash, certified or cashier's check, or bidder's bond) made payable to the City of Manhattan Beach for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

Notice is hereby given that the Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rates of per diem wages as evidenced in most recent edition of State of California, Department of Transportation, Business, Transportation and Housing Agency, General Prevailing Wage Rates Schedule, in the locality in which the work is to be done, for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770 to 1781 of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference.

In accordance with Section 1776 of the Labor Code as amended, the Contractor shall submit a certified copy of the complete project payroll record to the Engineer, prior to final acceptance of the contract work.

The Contractor shall, in the performance of the work and improvements, conform to the Labor Code and other laws of the State of California and the laws of the Federal Government of the United States applicable thereto.

The Contractor's attention is directed to Section 14311.5 of the Government Code concerning projects involving federal funds and failure of bidder or Contractor to be properly licensed.

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The City reserves the right to delete any bid item(s) prior to award if it is in the City's best interests to do so.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required in the contract documents.

Plans may be seen and forms of proposal, bonds, contract, and specifications may be obtained at the City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

The special attention of prospective bidders is called to Section I, PROPOSAL REQUIREMENTS, for full direction as to bidding, etc.

The City of Manhattan Beach reserves the right to reject any or all bids.




8-26-11

LIZA TAMURA, City Clerk
City of Manhattan Beach

PART 1

PROPOSAL REQUIREMENTS

Proposal Requirements

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on Thursday, September 15, 2011, sealed proposals for:

2011 Slurry Seal Project, per the Specifications prepared thereof, which are on file with the Public Works Department.

(b) Examination of Plans, Specifications, Special Provisions, and Site of Work

The Bidder is required to examine carefully the site of work and the proposal plans, specifications, and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

(c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown.

If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

(d) Rejection of Proposals Containing Alterations, Erasures or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

Each Contractor shall base his bid on furnishing and installing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any materials substitutions or changes in plans and/or specifications on his own initiative, but in each and every instance must procure written authorization from the Engineer before installing any work in variance with the contract requirements.

(e) Interpretation of Contract Documents

If any person contemplating submitting a bid on this project is in doubt as to the true meaning of any part of the plans, specifications, or other sections of the contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents including the plans and specifications will be made by addendum duly issued or delivered by the Engineer to each person receiving a set of said documents. The Engineer will not be responsible for any other explanations or interpretations of the contract documents.

(f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Manhattan Beach, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

(g) Award of Contract

The award of the contract, if it be awarded*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within thirty (30) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. *See Paragraph (k) below.

(h) Execution of Contract

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

(i) Return of Bidder's Guaranties

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying such proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

(j) Contractor's Questionnaire

The Contractor shall complete the questionnaire form that accompanies the proposal and submit the information with his proposal.

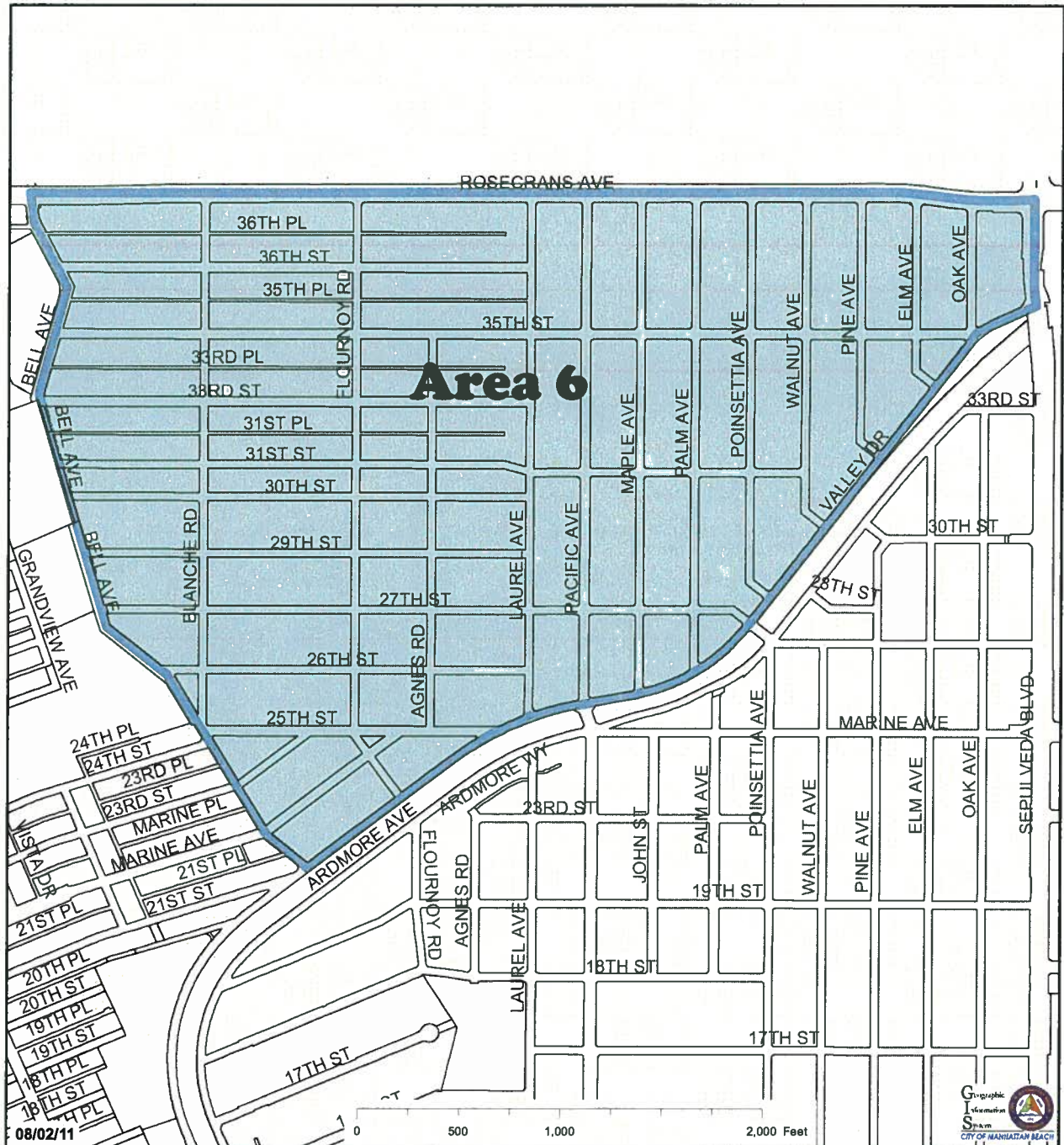
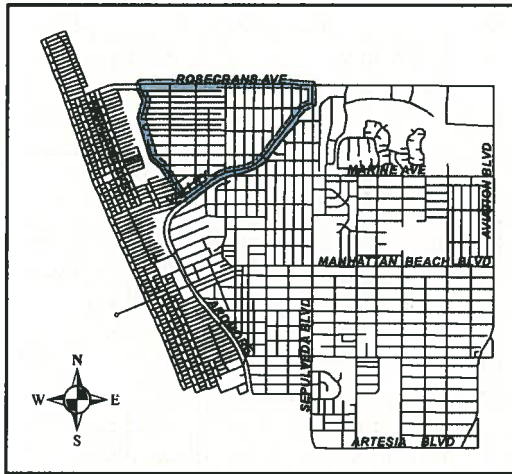
(k) Owner's Right to Award Contract

The Owner reserves the right to reject any or all bids, to waive any irregularities or informalities and to award contract as may best serve the interests of the City of Manhattan Beach.

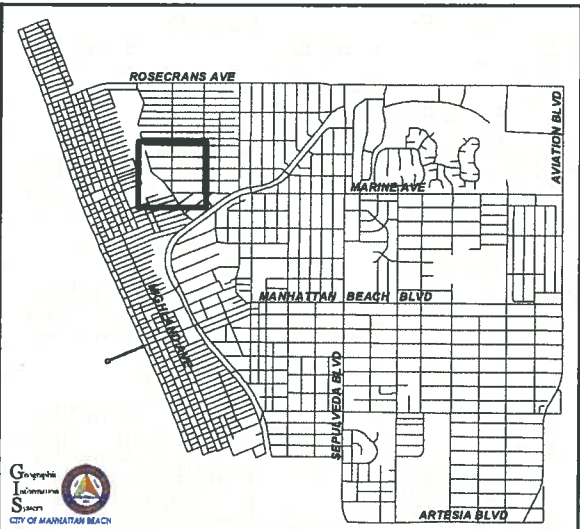
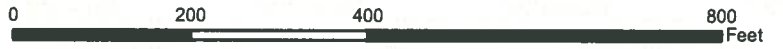
City of Manhattan Beach

Slurry Seal Area

2011



Safe Routes to School



8/23/2011



CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 30 working days in accordance with the Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

2011 Slurry Seal Project				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Area 6 (see attached map)				
1.	Type II Slurry Seal PMCQ - 1H 2.5%	1,104 ELT	\$ 198.83	\$ 219,508.32
2.	Painting Pavement Traffic Control Markings (Green Book: Thermoplastic Sections 210-1.6.2 to 210-1.7) • <u>less</u> what is shown on <u>Item 4</u> (SR25 School Site Plan Layout)	Lump Sum	\$ 31,538.00	\$ 31,538.00
3.	Remove and replace Blue reflective markers	55 EA	\$ 5.50	\$ 302.50
SR25 School Site Plan Layout (see attached map)				
4.	Painting Pavement Traffic Control Markings (Green Book: Thermoplastic Sections 210-1.6.2 to 210-1.7) • 7 = Ladder Crosswalks	Lump Sum	\$ 6,160.00	\$ 6,160.00
5.	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	Lump Sum	Not-to-exceed	\$ 5,000.00
TOTAL BID (ITEMS 1 - 5)				\$ 257,508.82

Total Bid Cost: ~~\$ 257,508.82~~ ^{Jm} \$ 262,508.82 ^{Jm} 262,508.82

Total Bid Cost in Writing: \$ Two hundred fi Fty Seven

thousand, five hundred Eight dollars and Eighty two cents


The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed.

Jaurance

Signed

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of Contractors, License No. 372798.


Signature of Bidder

Vice President
Title

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

Roy Allan Slurry Seal Inc
(Name of Company or Corporation)

11922 Bloomfield Ave
(Address)

San Jose, Ca. 95128
(City) (State) (Zip)

Dated: 9-15, 2011.

STATISTICAL INFORMATION ON CONTRACTOR

2011 SLURRY SEAL PROJECT

Firm/Organization Information Form

INSTRUCTIONS: All proposers or bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. **The information requested below is for statistical purposes only.** On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR §23.5.

TYPE OF BUSINESS ENTITY: Corporation
(Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 28

CULTURAL/ETHNIC COMPOSITION OF FIRM: (Owners, Partners, Associate Partners, Managers, Staff, etc.).

Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American		2	19
Asian American			
American Indian/Alaskan Native			
All Others	2	3	

Based upon the categories above, please indicate the total number of men and women in your firm:

Men			
Women			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how the ownership of the firm is distributed:

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	%	%	%	50 %
Women	%	%	%	%	50 %

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISE Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) YES _____ NO X

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: Ray Allan Slurry Seal Inc

SIGNED: Jacques **TITLE:** Vice President

DATE: 9-15-11

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID
2011 SLURRY SEAL PROJECT

State of California)
County of Orange) ss.

I, Lawrence Allan, being first duly sworn, deposes and says that he

or she is Vice President of Roy Allan Slurry Seal Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder Roy Allan Slurry Seal Inc.
By Lawrence Allan
Title Vice President
Organization Roy Allan Slurry Seal Inc.
Address 11922 Bloomfield Ave S.F. Ca. 90670

Subscribed and sworn to before me this _____ day of _____
20____

[Notarial Seal] _____

Notary Public in and for the State of _____

My commission expires _____

CONTRACTOR'S QUESTIONNAIRE

TO THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA:

Re: **2011 SLURRY SEAL PROJECT**

Submitted by Roy Allan Slurry Seal Inc

Principal Office 11922 Bloomfield Ave S.F.S. Ca. 90670

Telephone (562) 864-3363

Type of Firm: Corporation X Co-Partnership _____

Individual _____

Contractor's License No. 372798

If a corporation, answer these questions:

Date of incorporation 1975

State of incorporation California

President's name WR Allan

Vice President's name Lawrence Allan

Secretary or Clerk's name Lawrence Allan

Treasurer's name _____

If a co-partnership, answer these questions:

Date of organization _____

Name and Address of all partners _____

Number of years experience as a Contractor in construction work 36

List the major construction projects your organization has underway as of this date: City of Lak Forest Phone: (949) 461-3480

_____ Phone: _____

_____ Phone: _____

_____ Phone: _____

List the major projects your organization has completed in the past five years.

See Attached Phone: _____

_____ Phone: _____

_____ Phone: _____

_____ Phone: _____

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? If so, when?

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

LIST OF SUBCONTRACTORS

2011 SLURRY SEAL PROJECT

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize himself with Section 2-3 of the Standard Specifications.

Name Under which Subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
California Traffic Maintenance	732561	P.O. Box 6486 Burbank Ca. 91505	Striping & Marking

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 15th day
of September, 20 11, by Lawrence Alan,
proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.



(Seal)

Signature Ann Marie Allan

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Roy Allan Slurry Seal, Inc., as principal, and
Ullico Casualty Company, as surety are held
and firmly bound unto the City of Manhattan Beach in the sum of
Ten Percent of the Total Amount of the Bid Dollars, (\$ 10%),

to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden
to construct 2011 Slurry Seal Project

dated September 15, 2011 is accepted by the City of Manhattan Beach, and if the above bounden Roy Allan Slurry Seal, Inc.,

his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten days (not including Sunday) from the date of the mailing of a notice to the above bounden Roy Allan Slurry Seal, Inc. and from the said City of Manhattan Beach that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue; provided, however, that if Principal shall, prior to the mailing of a notice of being awarded the contract notify City of its unwillingness to perform under its bid submittal or request relief from its bid without legal justification, City shall be relieved of any obligation to formally award the contract to Principal and City's rights hereunder shall not be affected by its failure to formally award the contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

September 12, 20 11

Ullico Casualty Company
Matthew J. Coats
Matthew J. Coats, Attorney-in-Fact

Roy Allan Slurry Seal, Inc.
James [Signature]
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

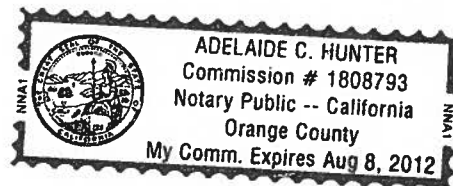
On SEP 12 2011 before me, Adelaide C. Hunter, Notary Public
(insert name and title of the officer)

personally appeared Matthew J. Coats
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 A. Hunter





ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That ULLICO CASUALTY COMPANY (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: Linda D. Coats , Matthew J. Coats , Douglas A. Rapp , & Timothy D. Rapp of Coats Surety Insurance Services, Inc.

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00. This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, ULLICO CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this 16th day of July, 2009.



PRESIDENT

Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the ULLICO CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public

CATHERINE M. O'BRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 12th day of September, 2011 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of September 2011.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

ACKNOWLEDGMENT

State of California
County of Orange)

On September 15, 2011 before me, Ann-Marie Allan, Notary Public
(insert name and title of the officer)

personally appeared Lawrence Allan,
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 Ann Marie Allan (Seal)



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	<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>CONTRACT AMOUNT</u>	<u>COMPLETED DATE</u>
1	City of Oceanside	Ron Perdue	300 N. Coast Hwy Oceanside, Ca. 92054	(760) 435-5016	\$ 790,194.74	June-09
2	City of San Dimas	John Campbell	245 E. Bonita Ave San Dimas, Ca. 91773	(909) 394-6270	\$ 921,976.00	June-09
3	City of Montebello	Hormoz Vahid	1600 West Beverley Blvd Montebello, Ca. 90640	(323) 887-1487	\$ 206,622.00	Sep-09
4	City of Corona	Barry Ghaemi	400 S. Vicentia Ave. Corona, Ca. 92882	(951) 739-4961	\$ 1,017,638.67	December-09
5	City of Camarillo	Ron Gary	601 Carmen Dr. Camarillo, Ca. 93010	(805) 388-5351	\$ 923,054.02	Aug-10
6	City of Mission Viejo	Rich Schelsinger	200 Civic Center Mission Viejo, Ca. 92691	(949) 470-3079	\$ 412,350.00	Oct-09
7	City of Torrance	Key Ebarle	20500 Madrona Ave. Torrance, Ca. 90503	(310) 618-3061	\$ 88,044.00	Oct-09
8	Caltrans. Rt. 19 Lakewood Blvd	Hussein Saad	11229 S. Woodruff Ave Downey, Ca. 90241	(562) 401-3333	\$ 755,297.32	1/31/2011

9 Caltrans RT. 33 Ojai	Prasad Boaba	1525 Rancho Conejo Blvd Thousand Oaks, Ca. 91320 Suite #200	(805) 375-9247	\$ 1,413,201.00	12/10/2010
10 City of Palm Desert					
11 City of San Dimas	John Campbell	245 E. Bonita Ave San Dimas, Ca. 91773	(909) 394-6270	\$ 419,026.00	8/30/2010
12 City of Montebello	Hormoz Vahid	1600 West Beverley Blvd Montebello, Ca. 90640	(323) 887-1487	\$ 306,278.00	8/30/2010
13 City of Temecula	Chris White	43200 Business Park Dr. Temecula, Ca. 92590	(951) 308-6388	\$ 421,208.55	9/10/2010
14 City of Ventura	Dan Frost	501 Poli St. Ventura, Ca. 93002	(805) 654-7800	\$ 800,000.00	11/25/2010
15 City of Mission Viejo	Rich Schelsinger	200 Civic Center Mission Viejo, Ca. 92691	(949) 470-3079	\$ 410,328.00	1/27/2011
16 City of Thousand Oaks	Joe Bravo	1993 Rancho Conejo Rd. Thousand Oaks, Ca. 91320	(805) 449-2499	\$ 638,735.00	

CITY OF MANHATTAN BEACH
A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Ray Allan Slurry Seal, Inc., hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the:

2011 Slurry Seal Project

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, Latest Edition" and all supplements thereto, which said Special Provisions and Standard Specifications are hereby specially referred to and by such reference made a part hereof.

Said work to be done as shown upon the following plans:

N/A

2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost: \$ 262,508.82

Total Cost In Writing: Two hundred sixty two thousand, five hundred eight dollars
and eighty two cents

3. The complete contract consists of the following documents: This Agreement, Notice to Contractors, the accepted bid, the completed Plans, Specifications and detailed drawings, Performance Bond, Labor and Materials Bond, and Defective Materials, Workmanship and Equipment Bond.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

A G R E E M E N T
(Continued)

4. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the City has by action of its City Council authorized this Agreement to be executed for and on behalf of the City by its Mayor and attested by its City Clerk, and the Contractor has caused the same to be executed by his duly authorized officer.

Contractor

By Lawrence A
Its Vice President

and

By _____
Its

Address _____

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

City Manager

The foregoing agreement is hereby approved by me as to form

JR

Public Works Approval

[Signature]

City Attorney

**SPECIAL RESOLUTION OF
THE SHAREHOLDERS OF
ROY ALLAN SLURRY SEAL, INC.**

This is a special resolution unanimously approved by all of the shareholders holding shares in ROY ALLAN SLURRY SEAL, INC. This resolution was approved at the meeting of shareholders held on February 2, 2008, at 11922 Bloomfield Avenue, Santa Fe Springs, California 90670. ROY ALLAN and GAY D. ALLAN, being the only shareholders of the corporation, were in attendance and unanimously approved the following resolution:


WHEREAS it is deemed to be in the best interest of this corporation to provide for continuity of activity and for the convenience of the officers of this corporation, to provide authority so that either the President or the Vice President of this corporation shall have authority to sign documents separately, and thereby bind the corporation.

IT IS THEREFORE RESOLVED that either the President or The Vice President of ROY ALLAN SLURRY SEAL, INC., shall hereafter have the authority, when acting Alone, to bind this corporation to the terms of any document To which the President or Vice President shall affix his Signature. The individuals presently acting in the capacity of President and Vice President of this corporation are ROY ALLAN and LAWRENCE ALLAN, respectively.

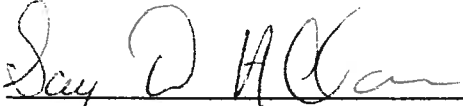
It is respectfully requested by the shareholders of this corporation, that any part with whom this corporation has dealings, will recognize this resolution and accept the signature of either the President or the Vice President of this corporation, acting alone, on any document intended to bind this corporation legally.

By their signatures hereto, the shareholders of this corporation hereby waive notice of the above-described meeting and consent to the resolution set forth above.

Dated: February 2, 2008



Roy Allan, Shareholder



Gay D. Allan, Shareholder