

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of August, 2007, by and between the City of Redlands, a Municipal Corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "City," and All American Asphalt of the City of Corona, County of Riverside, State of California, hereinafter referred to as the "Contractor."

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor will furnish all materials and will perform all of the work to perform construction of 07/08 Paving Program project, complete, all as shown, specified, and made a part of Contract No. 101304-7230/.
2. **For the Contract Sum of \$ 402,933.00**, in accordance with the terms and conditions of the Contract Documents. Pursuant to Section 22300 of the California Public Contract Code, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings requirement to be withheld by the City pursuant to and Escrow Agreement.
3. **Time for Completion.** The work shall be completed within twenty-five (25) work days from and after the date of the Notice to Proceed.
4. **Liquidated Damages.** Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor shall pay to the City, or have withheld from monies due it, the sum as set forth in the General Provisions for each consecutive calendar day in excess of the specified time for completion of the work.

Execution of the contract shall constitute agreement by the City and Contractor that the liquidated damages amount per day is the minimum and actual damage caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.
5. **Contract Documents.** The complete contract includes all of the contract documents set forth herein, to wit: Notice Inviting Bids; Instructions to Bidders; Proposal and Bid Forms; Bid Bond; Agreement; Performance and Payment Bonds; Standard Specifications and Standard Plans for Public Works Construction; Contract Documents and Supplemental Specifications; all referenced specifications; and any Addenda thereto.
6. **Attorney Fees.** In the event any legal action is commenced to enforce or interpret the terms or conditions of this contract the prevailing party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorney's fees.
7. **Defense Obligation.** The Contractor shall defend the City, its elected officials, officers, agents, and employees from and against any and all claims, losses, damages, and causes of action, including death, brought by any person or persons for or on account of any wrongful or negligent act or omission of the Contractor, its employees or agents in connection with the performance of the Contractor's obligation under this contract.
8. **Insurance.** All policies of general liability and business automobile insurance required by this contract shall name the City, its elected officials, employees, and agents as additional insureds. Any insurance required under this contract shall be primary with respect to the City and non-contributing to any insurance or self-insurance maintained by the City.
9. **Resolution of Construction Claims.** Claims made by the Contractor in the amount of \$375,000.00 or less shall be processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contracts code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of the Public Contracts Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by the Contractor.

Pursuant to Public Contract Code section 9201, if the City receives a third party claim in relation to this Contract, the City shall timely notify the Contractor. The City shall be entitled to recover reasonable costs incurred in providing the notification required by Public Contract Code section 9201(b).

10. **Eligibility of Contractor/Subcontractor.** Contractor and any subcontractor agree to abide by California Public Contract Code Section 6109 and California Labor Code Sections 1777.1 and/or 1777.7 and certify that they are not debarred and are eligible to work on this project.
11. **Assignment of Agreement.** No assignment by a party hereto of any rights or interests under this agreement will be binding on another party without the written consent of the party sought to be bound.
12. **Successors and Assigns.** The City and Contractor each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.
13. **Severability.** Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

CITY SEAL

By:

Jon Harmon
Mayor, City of Redlands
County of San Bernardino, California

ATTEST:

Donna Rogers
City Clerk, City of Redlands
County of San Bernardino, California

All American Asphalt

Name of Contractor

By:

Robert Bradley
Signature of Authorized Agent
Robert Bradley
Vice President
Signatory's Title

Thomas Toscas
Signature of Authorized Agent (if necessary)

Thomas Toscas
Sec. Treasurer
Signatory's Title (if necessary)

267073 A, C-12

Contractor's License No.

CONTRACTOR SEAL

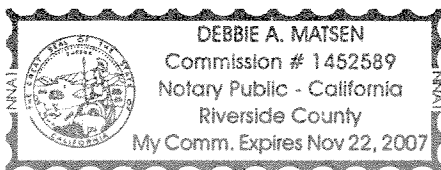
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

ss.

On August 17, 2007 before me, Debbie A. Matsen, Notary Public,
Date Name and Title of Officer
Personally appeared Robert Bradley and Thomas Toscas
Name(s) of Signer(s)



☒ personally known to me
~~proved to me on the basis of~~
~~satisfactory evidence~~

to be the person(s) whose name(s)
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.

WITNESS my hand and official seal,

Debbie A. Matsen
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: Agreement, City of Redlands

Document Date: August 7, 2007

Number of Pages: 2

Signer(s) Other Than Named Above: None.

Signer's Name: Robert Bradley and Thomas Toscas

☐ Individual

☒ Corporate Officer Title(s): Vice President and Sec./Treasurer

☐ Partner- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: All American Asphalt

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WORKERS' COMPENSATION INSURANCE CERTIFICATION

07/08 PAVING PROGRAM
CONTRACT No. 101304-7230

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract. (Labor Code Section 1861)

August 17, 2007
Date

All American Asphalt
Name of Contractor

By: 
Signature of Authorized Agent
Robert Bradley
Vice President
Signatory's Title

267073 A, C-12
Contractor's License No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

ss.

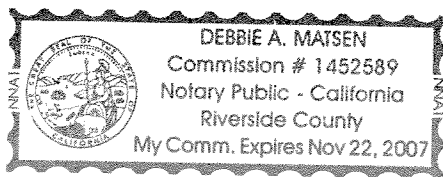
On August 17, 2007 before me, Debbie A. Matsen, Notary Public,

Date

Name and Title of Officer

Personally appeared Robert Bradley

Name(s) of Signer(s)



☒ personally known to me
~~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.

WITNESS my hand and official seal,

Debbie A. Matsen
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: Workers' Compensation Insurance Certification, City of Redlands

Document Date: August 17, 2007

Number of Pages: 1

Signer(s) Other Than Named Above: None.

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer Title(s): Vice President

☐ Partner- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: All American Asphalt

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