

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of March, 2011, 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, Inc. 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 2010 Resurfacing Project project, complete, all as shown, specified, and made a part of Contract No. 41032
2. **For the Contract Sum of \$ 1,224,482.20**, 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 forty-five (45) calendar 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.

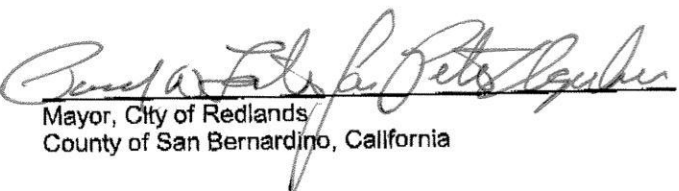
Pursuant to Public Contract Code section 9201, if the City receives a third party claim in relation to this Contract, the City shall timely notify the Contractor. The City shall be entitled to recover reasonable costs incurred in providing the notification required by Public Contract Code section 9201(b).

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:


Mayor, City of Redlands
County of San Bernardino, California

ATTEST:

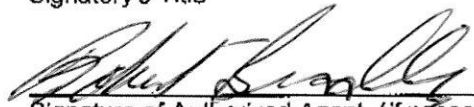

City Clerk, City of Redlands
County of San Bernardino, California

CONTRACTOR SEAL

All American Asphalt
Name of Contractor

By:


Signature of Authorized Agent
Dan D. Sisemore
President
Signatory's Title


Signature of Authorized Agent (if necessary)
Robert Bradley
Vice President
Signatory's Title (if necessary)

#267073
Contractor's License No.

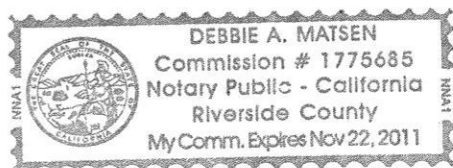
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On March 3, 2011 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Dan D. Sisemore and Robert Bradley
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.

Place Notary Seal Above

Signature Debbie A. Matsen
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.

Description of Attached Document

Title or Type of Document Agreement, City of Redlands

Document Date: March 3, 2011 Number of Pages: 3 Pages

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

WORKERS' COMPENSATION INSURANCE CERTIFICATION

2010 RESURFACING PROJECT
CONTRACT No. 41032

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

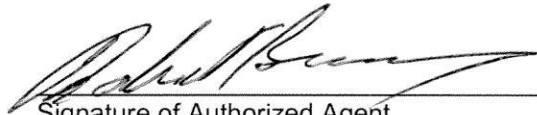
- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer 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)

March 3, 2011 Date

All American Asphalt
Name of Contractor

By:



Signature of Authorized Agent

Robert Bradley

Vice President

Signatory's Title

267073
Contractor's License No.

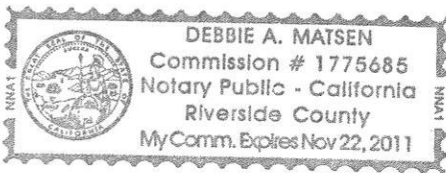
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On March 3, 2011 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
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.

Place Notary Seal Above

Signature Debbie A. Matsen
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.

Description of Attached Document

Title or Type of Document Workers' Compensation Insurance Certification, City of Redlands

Document Date: March 3, 2011 Number of Pages: 1 Page

Signer(s) Other Than Named Above: None.

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Premium: \$5,204
Subject to final
Contract price

Executed in Duplicate

PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and All American Asphalt, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated _____, 2011, and identified as **2010 Resurfacing Project**, Project No. 41032, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient faithful performance bond with the City.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City in the sum of One Million Two Hundred Twenty Four Thousand, Four Hundred Eighty Two dollars and Twenty cents and twenty cents (\$ 1,224,482.20) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, or his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the City, its elected officials, officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named,

on March 2nd, 2011.

Bond No. 7621565

All American Asphalt (SEAL)
(SEAL)
Principal

Fidelity and Deposit Company of Maryland

Surety

By:

Signature

Robert Bradley, Vice President

By:

Signature William Syrkin, Attorney-in-Fact

Address: 5530 Trabuco Road

Irvine, CA 92620

(Notarial Acknowledgments of Principal and Surety)

Telephone: (949) 679-7144

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 03/02/11 before me, R. Haas-Bates, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William Syrkin
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.

Place Notary Seal Above

Signature R. Haas-Bates
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: Performance Bond No. 7621565

Document Date: 03/02/11 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- ☐ 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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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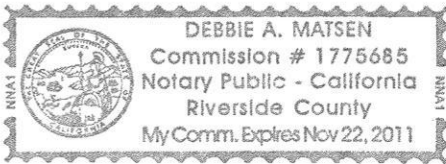
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On March 3, 2011 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
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.

Place Notary Seal Above

Signature Debbie A. Matsen
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.

Description of Attached Document

Title or Type of Document Performance Bond, City of Redlands

Document Date: March 2, 2011 Number of Pages: 1 Page

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Premium included in
Performance Bond

Executed in Duplicate

PAYMENT BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and All American Asphalt, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated _____, 2011, and identified as Contract No. 41032, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient labor and materials payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material men, and any other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California in the sum of One Million Two Hundred Twenty Four Thousand, Four Hundred Eighty Two dollars and Twenty cents and twenty cents (\$ 1,224,482.20) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named,

on March 2nd, 2011.

All American Asphalt (SEAL)

Principal

By:

Signature

Robert Bradley, Vice President

Bond No. 7621565

Fidelity and Deposit Company of Maryland (SEAL)

Surety

By:

Signature William Syrkin, Attorney-in-Fact

Address: 5530 Trabuco Road
Irvine, CA 92620

(Notarial Acknowledgments of Principal and Surety)

Telephone: (949) 679-7144

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 03/02/11 before me, R. Haas-Bates, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William Syrkin
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.

Place Notary Seal Above

Signature R. Haas-Bates
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: Payment Bond No. 7621565

Document Date: 03/02/11 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- ☐ 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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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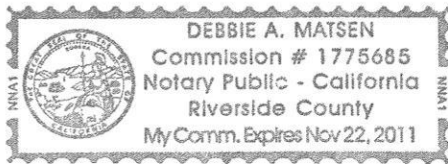
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On March 3, 2011 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
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.

Place Notary Seal Above

Signature Debbie A. Matsen
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.

Description of Attached Document

Title or Type of Document Payment Bond, City of Redlands

Document Date: March 2, 2011 Number of Pages: 1 Page

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

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, undertaking, 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

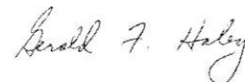
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 2nd day of March, 2011.



Assistant Secretary

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 GREGORY E. MURRAY, 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 **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, California, EACH** 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 William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

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 25th day of September, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

Gregory E. Murray Assistant Secretary

William J. Mills

William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, 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

CITY OF REDLANDS

35 Cajon Street
Redlands, CA 92373

Pete Aguilar, Mayor
Paul Foster, Mayor Pro Tem
Jon Harrison, Councilman
Jerry Bean, Councilman
Bob Gardner, Councilman

N. Enrique Martinez, City Manager



NEWS RELEASE

March 15, 2011

Contact: Carl Baker
Public Information Officer
Phone: 909.798.7633
Fax: 909.798-7503
Email: cbaker@cityofredlands.org

For immediate release:

Resurfacing program to repave nearly 15 lane miles

Construction is scheduled to begin this month on an ambitious \$1.2 million project to resurface more than two dozen streets throughout the City. The project is paid for through Measure I county transportation funds.

In February, the Redlands City Council awarded the contract for the resurfacing program. The project is set to begin this month and last approximately two months, with completion estimated in mid-May.

Once the project is completed, almost 15 lane miles of road will be newly paved with one of three different treatment methods, depending on the initial condition of the road. Some additional sidewalk and gutter repair will also take place in specific areas, as well as crosswalk re-striping and replacement of pavement lettering. The specific project locations targeted for paving are as follows:

- Buena Vista Street, between Olive Avenue and Fern Avenue
- Brockton Avenue, between Texas Street and Orange Street
- Calhoun Street, between Colton Avenue and Brockton Avenue
- Calhoun Street, between Pennsylvania Avenue and Lugonia Avenue
- Carrie Lane, between La Verne Street and cul-de-sac
- Clay Street, between Colton Avenue and Brockton Avenue
- Columbia Street, between Colton Avenue and Brockton Avenue

- Columbia Street, between Pennsylvania Avenue and Lugonia Avenue
- Delaware Avenue, between Clay Street and Orange Street
- Emerald Avenue, between Columbia Street and Ohio Street
- Eureka Street, Cypress Avenue and Palm Avenue
- Eureka Street, between Brookside Avenue and Fern Avenue
- Fourth Street, between Fern Avenue and Cypress Avenue
- Fourth Street, between Citrus Avenue and Olive Avenue
- Hibiscus Drive, between Cypress Avenue and cul-de-sac
- La Verne Street between Cypress Avenue and Home Place
- Lawton Street, between Colton Avenue and Brockton Avenue
- Lemonwood Avenue, between Columbia Street and Webster Avenue
- Live Oak Court, between Lemonwood Avenue and end of street
- Michigan Street, between Glenwood Drive and Olive Avenue
- Myrtle Street, between Olive Avenue and Fern Avenue
- Nordina Street, between Olive Avenue and Fern Avenue
- Ohio Street, between Ruby Avenue and Emerald Avenue
- Ohio Street, between Colton Avenue and Brockton Avenue
- Ruby Avenue, between Columbia Street and Ohio Street
- Sonora Street, between Olive Avenue and Fern Avenue
- Sun Avenue, between Texas Street and Orange Street
- Union Avenue, between Texas Street and Orange Street
- Washington Street, between Colton Avenue and Brockton Avenue
- Washington Street, between Pennsylvania Avenue and Lugonia Avenue
- Webster Street, between Colton Avenue and Brockton Avenue

The Street Resurfacing Program is designed and managed by the City of Redlands Municipal Utilities and Engineering Department. The contract for \$1,224,482 was awarded to All-American Asphalt, of Corona.

The project is funded entirely through Measure I, a half-cent countywide sales tax first approved by voters in 1989 and extended by voters in 2004. No General Fund money will be used.

Project information can be found on the City's website at: <http://gis.cityofredlands.org/cippin/default.html>

Construction questions may be directed to Bassam Alzammar, construction manager, at (909) 798-7584, ext. 2.

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