

FORM APPROVED COUNTY COUNSEL
 BY: *M. B. Victor* 10/14/09
 DATE
 MARSHAL VICTOR

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 October 22, 2009

SUBJECT: Reconstruction and Resurfacing of Menifee Road from San Jacinto Avenue to Nuevo Road, Nuevo area.

RECOMMENDED MOTION: That the Board of Supervisors accept the low bid of All American Asphalt of Corona, CA in the amount of \$459,989. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated June 16, 2009 (agenda item 3.44) the Board authorized the Clerk of the Board to advertise for the reconstruction and resurfacing of Menifee Road from San Jacinto Avenue to Nuevo Road, in the Nuevo area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, September 2, 2009. Eleven bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest and best bid was submitted by All American

[Signature]
 Juan C. Perez
 Director of Transportation

JCP:jrj
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 459,989	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Prop. 1B (State Bond Funds-Local Streets and Roads) (91%), Measure A - Western (6%), Prop. 111 (Gas Tax) (3%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Tina Grande

County Executive Office Signature

Dep't Recomm.: Consent
 Per Exec. Ofc.: Consent
 Policy
 Policy

Prev. Agn. Ref. 6/16/09, Item 3.44 | District: 5 | Agenda Number:

3.49

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2009 OCT 20 PM 2: 27

EXECUTIVE
OFFICE
OCT 15 11 3: 37
COUNTY OF RIVERSIDE

The Honorable Board of Supervisors

RE: Reconstruction and Resurfacing of Menifee Road from San Jacinto Avenue to Nuevo Road, Nuevo area.

October 22, 2009

Page 2 of 2

Asphalt of Corona, CA in the amount of \$459,989.

The total bid price, submitted by All American Asphalt is \$173,371 (27.41%) below the Engineer's Estimate.

These improvements will remedy the deteriorated pavement conditions on this segment of Menifee Road.

The project will be completed within the existing budget as shown on Attachment A.

The contractor is qualified.

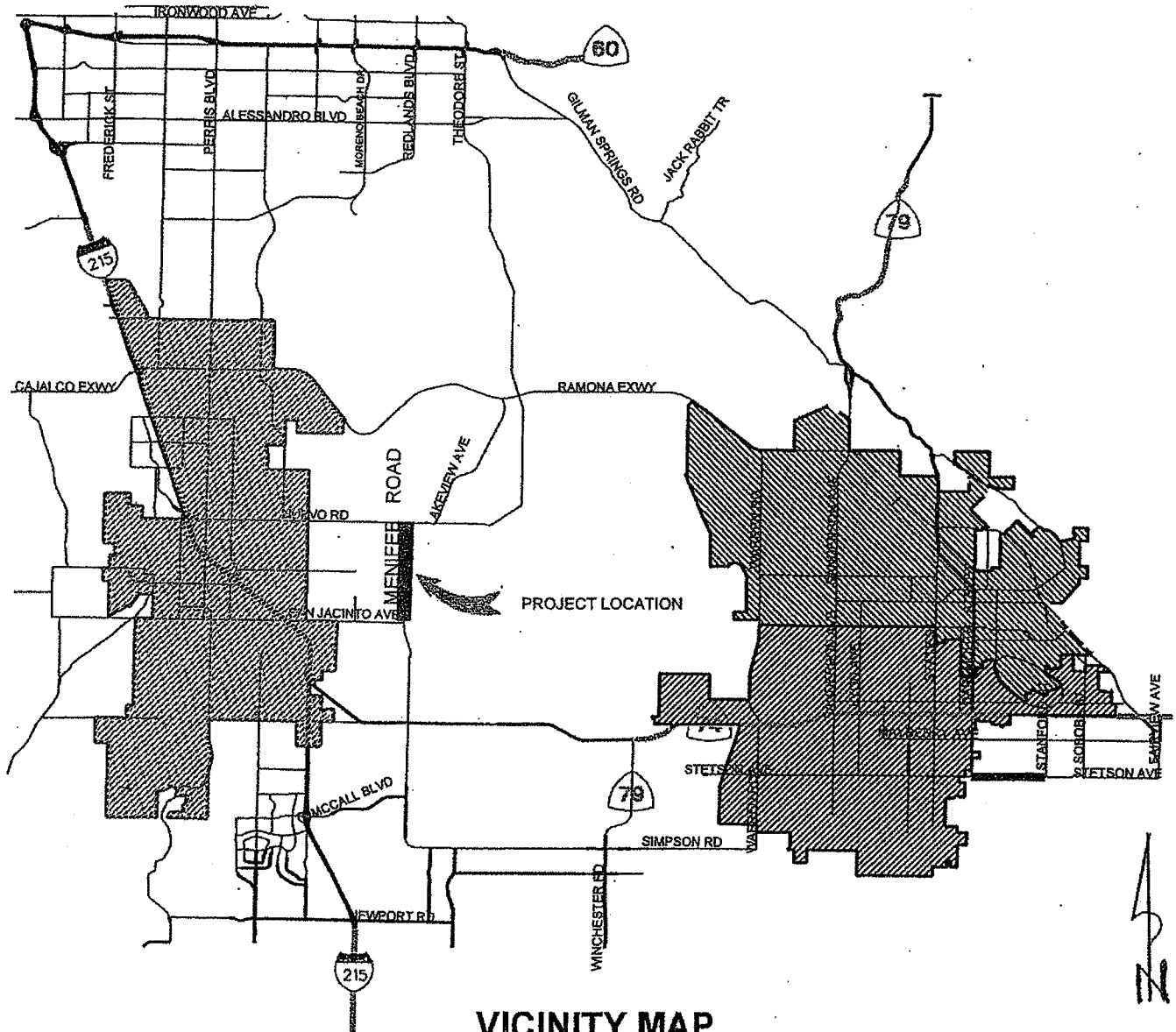
The Contractor has executed the contract, and has provided bonds and insurance which meet the requirements of the contract.

Project No: B2-0409



MENIFEE ROAD

SAN JACINTO AVE TO NUEVO RD
RECONSTRUCTION / REHABILITATION



VICINITY MAP

T4S.,R3W. SECTION 26 & 27
W. O. # B2-0409



Attachment "A"

Riverside County Transportation Department

Project: **Menifee Road (San Jacinto Avenue to Nuevo Road)**

Project No.(s): **B2-0409**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey	1,000		1,000	1,000
Environmental	17,000		17,000	17,000
Design	111,000		111,000	87,000
Right-of-way				
Utilities	2,000	1,000	3,000	3,000
Construction		460,000	460,000	1,000,000
Construction Contingency 10.0%		46,000	46,000	
Construction Engineering & Inspection	32,000	68,000	100,000	132,000
Construction Survey		40,000	40,000	20,000
Totals:	163,000	615,000	778,000	1,260,000

Project Funding

Code	Name	Existing Budget
201	Proposition 111 (Gas Tax)	31,000
215	Proposition 1B (State Bond Funds - Local Streets and Roads)	1,150,000
300	Measure A - Western	79,000
Totals		1,260,000

Comments



Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

- Approval/Renewal
- Sole Source
- Personal Services
- Independent Contractor
- Other than Low Bid
- Change Order
- Public Works

Lease

- Approval/Renewal
- Multi-Year Lease
- Equipment
- Real Property
- Change Order

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	All American Asphalt
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Minority

Status: M W DV None

Vendor/Lessor Location:	Corona, Ca.
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Local Preference Applied: Yes No N/A

Local Preference Award Cost \$
(5% maximum preference)

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

- Date Mailed:
- Response Date:
- # of Responses:
- # of Qualified Responses:

Bidding Process:

- Bid Range: \$ 459,989.00 to \$ 664,130.00
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$ 459,989.00 to \$ 664,130.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT



AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **All American Asphalt** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Menifee Road from San Jacinto Avenue to Nuevo Road Project No. B2-0409**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May, 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. 1 to 5. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.



3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.



**MENIFEE ROAD
FROM SAN JACINTO AVENUE TO NUEVO ROAD**

PROJECT NO. B2-0409

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	074020	1	LS	WATER POLLUTION CONTROL	7,222.00	7,222.00
2	120100	1	LS	TRAFFIC CONTROL SYSTEM	17,000.00	17,000.00
3	160101	1	LS	CLEARING AND GRUBBING [INCLUDING CULVERT CLEANING]	2,500.00	2,500.00
4	190101	1,450	CY	ROADWAY EXCAVATION	8.50	12,325.00
5	260201	800	CY	CLASS 2 AGGREGATE BASE	25.00	20,000.00
6	390130	2,750	TON	HOT MIX ASPHALT	59.50	163,625.00
7	510501	1	LS	MINOR CONCRETE [RECONSTRUCTION OF EXISTING HEADWALL]	6,950.00	6,950.00
8	170101	1	LS	DEVELOP WATER SUPPLY	3,900.00	3,900.00
9	066102	1	LS	DUST ABATEMENT	900.00	900.00
10	190185	5,000	LF	SHOULDER BACKING	1.35	6,750.00
11	820107	12	EA	DELINEATOR (CLASS 1) (TYPE F)	10.00	120.00
12	850102	1,100	EA	PAVEMENT MARKER (REFLECTIVE) [2 WAY YELLOW, TYPE D]	0.50	550.00
13	840515	2,200	SQFT	THERMOPLASTIC PAVEMENT MARKING	2.35	5,170.00
14	152440	4	EA	ADJUST MANHOLE TO GRADE	495.00	1,980.00
15	011507	18,800	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	0.79	14,852.00
16	011506	4,750	LF	WEDGE PLANE ASPHALT CONCRETE	0.30	1,425.00
17	013901	2,685	TON	ASPHALT RUBBER HOT MIX	71.00	190,635.00
18	840656	11,500	LF	PAINT TRAFFIC STRIPE (2-COAT)	0.15	1,725.00
19	152390	2	EA	RELOCATE ROADSIDE SIGNS	100.00	200.00
20	566011	9	EA	ROADSIDE SIGNS - ONE POST	240.00	2,160.00

PROJECT TOTAL
ITEMS 1-20

Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents \$ 459,989.00

"WORDS"



IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

ALL AMERICAN ASPHALT

BY _____
Chairman, Board of Supervisors

BY Robert Bradley
Robert Bradley
TITLE: vice President
(If Corporation, Affix Seal)

Dated _____

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

ATTEST:

Mark Luer
Mark Luer

BY _____
Deputy

TITLE: Secretary

"County"
(Seal)

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 10/14/09
MARSHAL VICTOR DATE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On September 22, 2009 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Debbie A. Matsen
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 Agreement, County of Riverside

Document Date: September 22, 2009 Number of Pages: 4 Pages

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

All American Asphalt

Signer's Name: Mark Luer

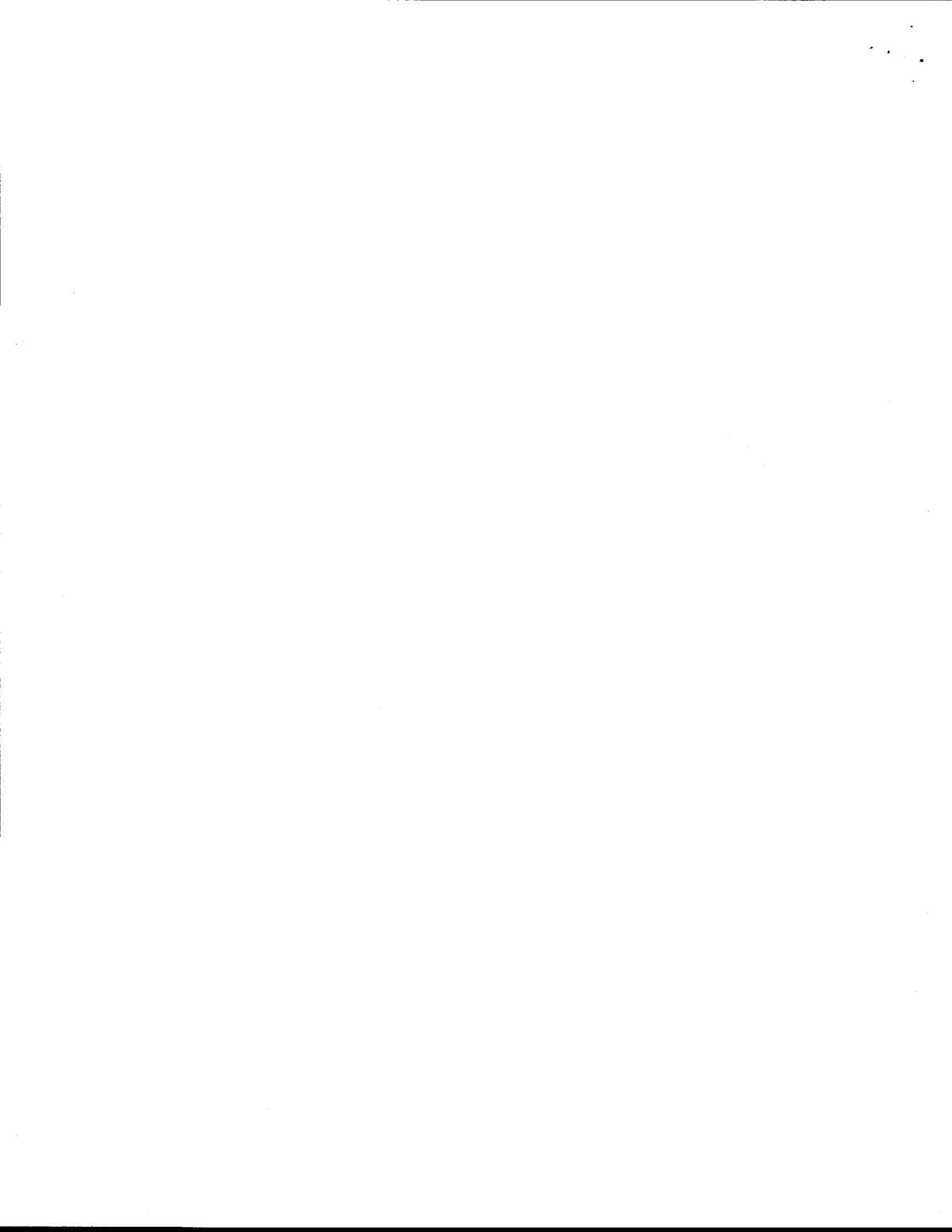
- Individual
- Corporate Officer — Title(s): Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

All American Asphalt





ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

CORPORATE RESOLUTION

*Double
sided*

Resolved, that this Corporation, All American Asphalt, on July 30, 2009 designated Robert Bradley to represent our Corporation in the capacity of President.

Mark Luer
Secretary

**MINUTES OF SPECIAL MEETING OF
SHAREHOLDERS OF
ALL AMERICAN ASPHALT
A California Corporation**

The shareholders of All American Asphalt, a California Corporation held a special meeting on January 28, 2008 at the principal office of the Corporation, at 400 E. Sixth Street, Corona, California, at 11:00 a.m.

Dan D. Sisemore, the sole shareholder, was present representing 4500 shares of the Corporation. Mark A. Luer was also present at the meeting.

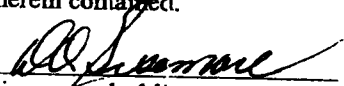
Mr. Dan Sisemore acted as Chairman for the meeting.

This meeting was held for the purpose of naming Mark A. Luer Secretary of the corporation.

There being no further business to come before the meeting, on motion duly made, seconded and adopted, the meeting was adjourned.


Mark A. Luer - Secretary

Dan D. Sisemore, the sole shareholder
Of the corporation, hereby approves
The foregoing minutes and the proceedings
And acts herein contained.


Dan D. Sisemore, holding
4500 shares

PERFORMANCE BOND

Recitals:

1. All American Asphalt (Contractor) intends to enter into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Menifee Road from San Jacinto Avenue to Nuevo Road , Project No. B2-0409.

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents), and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are All American Asphalt, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Menifee Road from San Jacinto Avenue to Nuevo Road , Project No. B2-0409.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

Recitals:

1. All American Asphalt (Contractor) intends to enter into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Menifee Road from San Jacinto Avenue to Nuevo Road, Project No. B2-0409.
2. Fidelity and Deposit Company of Maryland, a Maryland corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of September 15, 2009

All American Asphalt
 By *Robert Bradley*
Robert Bradley, Vice President
 By *Mark Luer*
Mark Luer
 Title Secretary
"Contractor"

Fidelity and Deposit Company of Maryland
 By *William Syrkin*
 Type Name William Syrkin
Its Attorney in Fact
"Surety"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

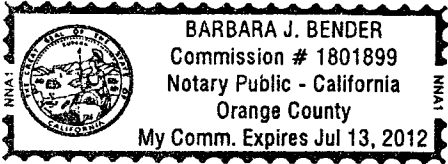
State of California

County of ORANGE

On 9-15-09 before me, Barbara J. Bender, Notary Public

personally appeared William Syrkin

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 [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 08950474

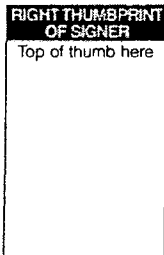
Document Date: 9-15-09 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

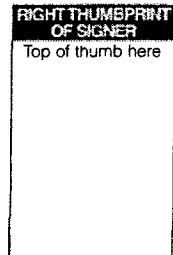
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

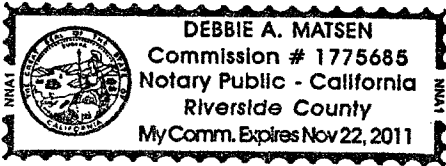
On September 22, 2009 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



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, County of Riverside

Document Date: September 15, 2009 Number of Pages: 1 Page

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

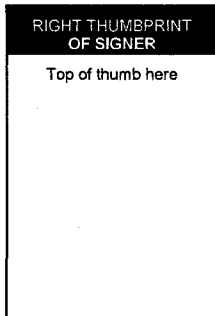
Capacity(ies) Claimed by Signer(s)

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

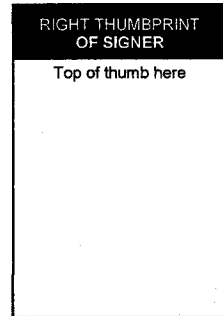


Signer's Name: Mark Luer

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

Signer is Representing: _____

All American Asphalt



PAYMENT BOND

Executed in Two (2) Parts

(Public Work - Civil Code 3247 et seq.)

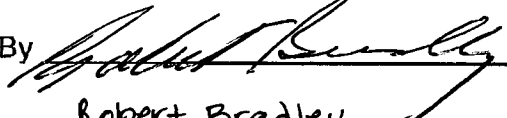
The makers of this Bond are All American Asphalt, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Menifee Road from San Jacinto Avenue to Nuevo Road , Project No. B2-0409.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: September 15, 2009

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By 
Robert Bradley

By 
William Syrkin Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

***See Attached Acknowledgments

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 9-15-09 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

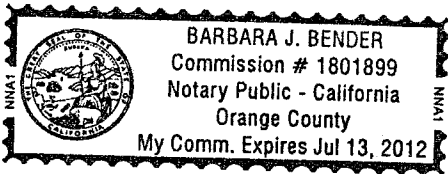
personally appeared William Syrkin
Name(s) of Signer(s)

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.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 08950474

Document Date: 9-15-09 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

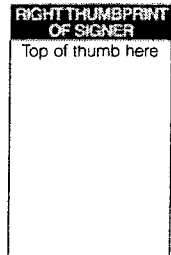
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On September 22, 2009 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.

Signature Debbie A. Matsen
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 Payment Bond, County of Riverside

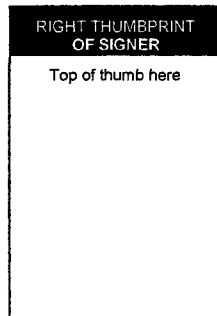
Document Date: September 15, 2009 Number of Pages: 1 Page

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: _____

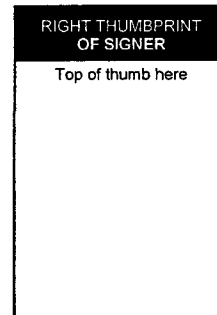


Signer is Representing: _____

All American Asphalt

Signer's Name: _____

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



Signer is Representing: _____

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Leonard E. ZIMINSKY, 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, Cloe BIERMAN, Leonard E. ZIMINSKY, dated March 1, 2004.

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 8th day of April, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Theodore G. Martinez

Eric D. Barnes

Assistant Secretary

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 8th day of April, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed 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.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2009

PRODUCER
Edgewood Partners Ins. Center
Lic #0B29370 (714) 937-1824
One City Blvd West #700
Orange, CA 92868-2947

INSURED
All American Asphalt
P.O. Box 2229
Corona, CA 92878-2229

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Specialty Insurance Co.	21199
INSURER B: Ins. Co. of the State of PA	19429
INSURER C: Seabright Insurance Co	15563
INSURER D: Hartford Fire Insurance Co.	19682
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GPP002265801	08/01/09	08/01/11	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	Cert Holder is named additional insured if required by written contract			MED EXP (Any one person)	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$2,000,000
D		AUTOMOBILE LIABILITY	72UENGK5491	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS	Cert Holder is named additional insured if required by written contract			AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
		GARAGE LIABILITY				AUTO ONLY: AGG	\$
		ANY AUTO					
B		EXCESS/UMBRELLA LIABILITY	7517073	08/01/09	08/01/10	EACH OCCURRENCE	\$10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$10,000,000
		DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BB1090243	08/01/09	08/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2
0409
GLap/AL/WC

CERTIFICATE HOLDER	CANCELLATION
County of Riverside Bidding/Contracts Unit 3525 14th Street Riverside, CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BY THE ISSUING INSURER _____ AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM**

SECTION II – WHO IS INSURED is amended to include as an additional insured those persons or organizations who are required under a written contract with you to be named as an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your subcontractors:

- A.** In the performance of your ongoing operations or "your work", including "your work" that has been completed; or
- B.** In connection with premises owned by or rented to you.

As used in this endorsement, the words "you" and "your" refer to the Named Insured.

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives	RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2-0409

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein
(The information below is required only when this endorsement is issued subsequent to the preparation
of the policy.)

Policy Number: GPP0022658-01

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/09



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following paragraph is added to Condition 4. **Other Insurance**:

Where the Named Insured is required by a written contract to provide insurance that is primary and non-contributory, and the written contract so requiring is executed by the Named Insured before any "occurrence" or offense, this insurance will be primary, but only if and to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Schedule

County of Riverside, its Directors, Officers, Special Districts,
Board of Supervisors, employees, agents and representatives

Project

RE: Menfee Road from San Jacinto Avenue to
Nuevo Road / Project No. B2-0409

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein
(The information below is required only when this endorsement is issued subsequent to the preparation
of the policy.)

Policy Number: GPP0022658-01

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/09





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II – LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Schedule

Project

County of Riverside, Its Directors, Officers, Special Districts,
Board of Supervisors, employees, agents and representatives

RE: Menifee Road from San Jacinto Avenue to
Nuevo Road / Project No. B2-0409

AIG. Construction Specialty

Date: July 31, 2009

PACIFIC WHOLESALE BROKERS LLC
3500 W OLIVE AVE., STE 900
BURBANK, CA 91505-5641

Attention: Jim See
Phone: 818-853-7704
Fax:
Email:

RE: Excess Liability
Binder for ALL AMERICAN ASPHALT

Dear Jim:

We are pleased to advise that coverage is bound for the captioned account according to the following terms:

Insured Address:

CORONA, CA 91718

Policy Period:

From: August 1, 2009

To: August 1, 2010

At 12:01 A.M. standard time at the address of the Named Insured.

Carrier:

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Policy Form:

44882 (08/88) and attachments

Policy Number:

7617073

Renewal Of:

5888440

Coverage:

Excess Liability

Limits:

\$10,000,000

Each Occurrence

\$10,000,000

Annual Aggregate, Where Applicable

SIR:

N/A

Advanced Premium:

Minimum Earned Premium:

Taxes:

N/A

Surcharges:

N/A

Fees:

N/A

Underlying Limits:

**Type of Policy
or Coverage**

**Insurer, Policy No.
and Policy Limits Period**

Limits

GENERAL LIABILITY

ARCH SPECIALTY INS. CO.
GPP0022658-01
08/01/08
08/01/10

\$1,000,000
EACH OCCURRENCE
\$2,000,000
GENERAL AGGREGATE
\$2,000,000
PER PROJECT AGGREGATE
\$10,000,000
POLICY AGGREGATE LIMIT
\$2,000,000
PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the limit

AUTO LIABILITY

**HARTFORD INSURANCE CO.
08/01/08
08/01/10**

**\$1,000,000
COMBINED SINGLE LIMIT**

EMPLOYERS LIABILITY

**TO BE DETERMINED
08/01/08
08/01/10**

**Defense Expenses are in addition to the limit
\$1,000,000
EACH ACCIDENT
\$1,000,000
DISEASE EACH EMPLOYEE
\$1,000,000
DISEASE POLICY LIMIT**

Defense Expenses are in addition to the limit

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be * % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives	RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2-0409

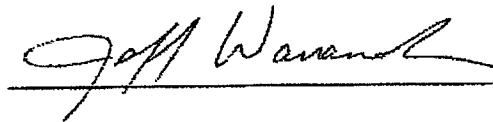
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

* The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/1/09	Policy No.	BB1090243	Endorsement No.	
Insured	All American Asphalt			Policy Effective Date	8/1/09
Insurance Company	Seabright Insurance Company				

Countersigned By



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Arch Specialty Insurance Company

(a member of [Arch Insurance Group](#))

A.M. Best #: 12523 NAIC #: 21199 FEIN #: 362545393

Address: 300 Plaza Three
Jersey City, NJ 07311
UNITED STATES

Phone: 201-743-4000
Fax: 201-743-4005
Web: www.archinsurance.com

 [Print this page](#)

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.



Best's Ratings

Financial Strength Ratings	View Definitions	Issuer Credit Ratings	View Definitions
Rating: A (Excellent)		Long-Term: a+	
Affiliation Code: g (Group)		Outlook: Stable	
Financial Size Category: XV (\$2 Billion or greater)		Action: Upgraded	
Outlook: Stable		Date: October 08, 2008	
Action: Affirmed			
Effective Date: October 08, 2008			

* Denotes Under Review Ratings. See rating definitions.

Reports and News

Visit our NewsRoom for the latest [news and press releases](#) for this company and its A.M. Best Group.



AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 05/04/2009 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).



Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2009 Best's Statement File - P/C, US. Contains data compiled as of 9/24/2009 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.



AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

Data Status: Contains data compiled as of 9/24/2009 (Quality Cross Checked).



Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.

Data Status: 2007 Financial Data (Quality Cross Checked).

Financial and Analytical Products

[Best's Property/Casualty Center - Premium Data & Reports](#)

[Best's Key Rating Guide - P/C, US & Canada](#)

[Best's Statement File - P/C, US](#)

[Best's Statement File - Global](#)

[Best's Insurance Reports - P/C, US & Canada](#)

[Best's State Line - P/C, US](#)

[Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)

[Best's Schedule F \(Reinsurance\) - P/C, US](#)

[Best's Schedule D \(Municipal Bonds\) - US](#)

[Best's Corporate Changes and Retirements - P/C, US/CN](#)

[Best's Schedule P \(Loss Reserves\) - P/C, US](#)

[Best's Schedule D \(Corporate Bonds\) - US](#)

[Best's Insurance Reports - Online - P/C, US & Canada](#)

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A.M. Best Worldwide Headquarters, Ambest Road, Oldwick, New Jersey, 08858, U.S.A.

Company Profile

INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (THE)

70 PINE STREET
NEW YORK, NY 10270
800-433-8880

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19429
NAIC Group #:	<u>0012</u>
California Company ID #:	0259-2
Date authorized in California:	May 20, 1908
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Profile

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600

SEATTLE, WA 98101

888-636-1580

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY

Effective Date: 03-16-2004

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	15563
NAIC Group #:	<u>0000</u>
California Company ID #:	4648-2
Date authorized in California:	August 15, 2000
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents

Company Profile

HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06115
800-243-5860

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19682
NAIC Group #:	0091
California Company ID #:	0085-1
Date authorized in California:	January 07, 1870
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

