

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

747A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 3, 2011

SUBJECT: Road rehabilitation of De Luz Road from Rancho California Road to Carancho Road in the Santa Rosa area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one Addendum to specifications, issued prior to the February 02, 2011 bid opening; and,
2. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$740,000; and,
3. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

Juan C. Perez
Director of Transportation

Departmental Concurrence

JCP:jrj:rr
(Continued On Attached Page)

FORM APPROVED COUNTY COUNSEL
BY: *MS* MARSHA L. VICTOR
DATE: 3/1/11

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 740,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Proposition 1B [State Bond Funds- Local Roads] (99.8%), Proposition 111 [Gas Tax] (0.2%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 01/11/11, Item 3.76 | District: 1 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.51

The Honorable Board of Supervisors

RE: Road rehabilitation of De Luz Road from Rancho California Road to Carancho Road in the Santa Rosa area.

March 3, 2011

Page 2 of 2

BACKGROUND: By Minute Order dated January 11, 2011 (agenda item 3.76) the Board authorized the Clerk of the Board to advertise for the resurfacing of De Luz Road, between Rancho California Road and Carancho Road, and associated improvements in the Santa Rosa area of Riverside County. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, February 02, 2011. Nine responsive bids were received. The lowest responsive bid was submitted by All American Asphalt in the amount of \$740,000. The bid is \$253,500 (25.5%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements. The project is expected to be completed within the existing budget as shown on attachment A.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and to take into account all issued addenda on their Contractor's Proposal to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

The Contractor has executed the contract and has provided performance and payment bonds.

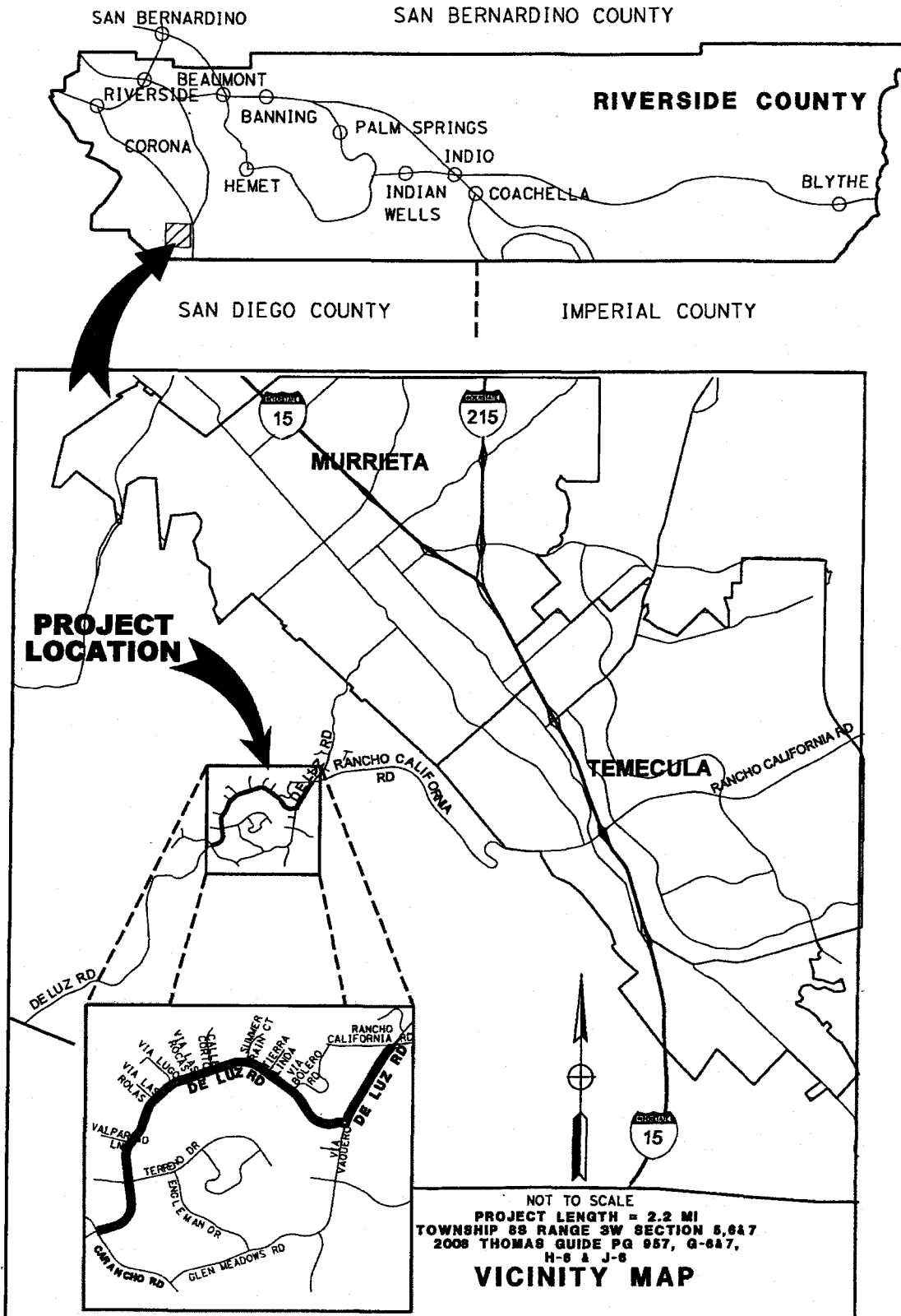
The contractor is qualified.

Project Number: X1106

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

DE LUZ ROAD

ROAD REHABILITATION PROJECT
RANCHO CALIFORNIA ROAD TO CARANCHO ROAD



Attachment "A"

Riverside County Transportation Department

Project: **DE LUZ ROAD - RANCHO CALIFORNIA RD TO CARANCHO RD : DE LUZ ROAD REHABILITATION PROJECT**

Project No.(s): **B10455**

Expenses as of: 2/16/2011

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	948	1,200	2,148	5,000
Design	122,015	9,000	131,015	74,000
Right-of-way				
Utilities				
Construction		740,000	814,000	1,125,000
Construction Contingency 10.0%		74,000		
Construction Engineering & Inspection	2,492	137,508	140,000	140,000
Construction Survey	949	39,051	40,000	40,000
Totals:	126,404	1,000,759	1,127,163	1,384,000

Project Funding

Code	Name	Existing Budget
201	Proposition 111 (gas tax)	2,000
215	Proposition 1B (State bond funds- Local Roads)	1,382,000
Totals		1,384,000

Comments

Construction costs based on the bid submitted by All American Asphalt on January 11, 2011.

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:

Bidding Process:

Date Mailed:
Response Date:
of Responses:
of Qualified Responses:

Bid Range: \$ 740,000.00 to \$1,509,440.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 740,000.00 to \$1,509,440.00

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

**Riverside County Transportation Department
Summary of Bids**

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	COUNTY'S ESTIMATE			All American Asphalt Corona, CA 92878	
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	5.00	81,200.00	6.00	97,440.00	
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	500.00	1,000.00	1,000.00	2,000.00	
3	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	100.00	100.00	
4	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	6,000.00	6,000.00	
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	19,215.00	19,215.00	
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	3.00	11,820.00	1.75	6,895.00	
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	5,000.00	5,000.00	
8	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	500.00	500.00	
9	190185	SHOULDER BACKING	LF	23,000	3.00	69,000.00	1.25	28,750.00	
10	220101	FINISHING ROADWAY	LS	1	5,330.00	5,330.00	2,000.00	2,000.00	
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	1,000.00	3,000.00	500.00	1,500.00	
12	390130	HOT MIX ASPHALT	TON	7,950	80.00	636,000.00	63.50	504,825.00	
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	15.00	12,450.00	1.50	1,245.00	
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	20.00	62,000.00	1.50	4,650.00	
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	150.00	15,000.00	137.00	13,700.00	
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	30.00	30,000.00	31.50	31,500.00	
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	6.00	1,200.00	5.50	1,100.00	
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---	
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.50	18,000.00	0.28	10,080.00	
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.50	2,500.00	3.50	3,500.00	
TOTAL						993,500.00		740,000.00	
ITEMS 1 - 19									

**Riverside County Transportation Department
Summary of Bids**

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Cooley Construction, Inc. Hesperia, CA 92340		Hardy & Harper, Inc. Riverside, CA 92501	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	7.30	118,552.00	6.25	101,500.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	820.00	1,640.00	1,000.00	2,000.00
3	066102	DUST ABATEMENT	LS	1	2,900.00	2,900.00	3,000.00	3,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	3,600.00	3,600.00	9,990.00	9,990.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	28,500.00	28,500.00	30,000.00	30,000.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	1.00	3,940.00	1.00	3,940.00
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	30,000.00	30,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	1,040.00	1,040.00	3,000.00	3,000.00
9	190185	SHOULDER BACKING	LF	23,000	1.25	28,750.00	1.00	23,000.00
10	220101	FINISHING ROADWAY	LS	1	7,600.00	7,600.00	3,000.00	3,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (GRS 306)	EA	3	820.00	2,460.00	1,500.00	4,500.00
12	390130	HOT MIX ASPHALT	TON	7,950	69.50	552,525.00	66.00	524,700.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	2.27	1,884.10	3.50	2,905.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	1.90	5,890.00	5.15	15,965.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	70.00	7,000.00	155.00	15,500.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	25.00	25,000.00	33.00	33,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	4.30	860.00	6.00	1,200.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.34	12,240.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.10	3,100.00	4.00	4,000.00
				TOTAL		812,481.10		822,000.00
				ITEMS 1 - 19				

**Riverside County Transportation Department
Summary of Bids**

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Southland Paving, Co Escondido, CA 92029		R.J. Noble Co. Orange, CA 92856	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	6.38	103,611.20	5.75	93,380.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	1,000.00	2,000.00	515.00	1,030.00
3	066102	DUST ABATEMENT	LS	1	1,080.00	1,080.00	7,500.00	7,500.00
4	074020	WATER POLLUTION CONTROL	LS	1	3,380.00	3,380.00	3,100.00	3,100.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,200.00	16,200.00	78,000.00	78,000.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	1.35	5,319.00	1.75	6,895.00
7	160101	CLEARING AND GRUBBING	LS	1	21,600.00	21,600.00	5,000.00	5,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	4,320.00	4,320.00	1,250.00	1,250.00
9	190185	SHOULDER BACKING	LF	23,000	2.16	49,680.00	3.10	71,300.00
10	220101	FINISHING ROADWAY	LS	1	7,775.00	7,775.00	2,800.00	2,800.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	540.00	1,620.00	1,500.00	4,500.00
12	390130	HOT MIX ASPHALT	TON	7,950	73.50	584,325.00	66.00	524,700.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	3.90	3,237.00	5.05	4,191.50
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	4.60	14,260.00	4.05	12,555.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	170.00	17,000.00	137.00	13,700.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	24.50	24,500.00	32.00	32,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.40	1,080.00	4.25	850.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.29	10,440.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.46	3,460.00	3.10	3,100.00
		TOTAL				874,887.20		876,651.50
		ITEMS 1 - 19						

**Riverside County Transportation Department
Summary of Bids**

PROJECT:
De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road
PROJECT No. B1-0455

Advertised: January 11, 2011 (Agenda Item: 3.76)
Addenda: 1 (01/24/11)
Bids Open: 2 pm Date: Wednesday, February 02, 2011

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Granite Construction Co. Murrieta, CA 92563		Hazard Construction San Diego, CA 92121	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	5.00	81,200.00	6.50	105,560.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	450.00	900.00	1,200.00	2,400.00
3	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	2,000.00	2,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,500.00	2,500.00	5,000.00	5,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	27,000.00	27,000.00	92,900.00	92,900.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	3.00	11,820.00	1.00	3,940.00
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	1,500.00	1,500.00	1,000.00	1,000.00
9	190185	SHOULDER BACKING	LF	23,000	0.50	11,500.00	1.00	23,000.00
10	220101	FINISHING ROADWAY	LS	1	2,500.00	2,500.00	25,000.00	25,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	350.00	1,050.00	1,200.00	3,600.00
12	390130	HOT MIX ASPHALT	TON	7,950	85.00	675,750.00	70.00	556,500.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	1.50	1,245.00	1.50	1,245.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	1.50	4,650.00	1.75	5,425.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	80.00	8,000.00	150.00	15,000.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	30.00	30,000.00	20.00	20,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.00	1,000.00	5.50	1,100.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.25	9,000.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.00	3,000.00	3.50	3,500.00
TOTAL						882,615.00		882,970.00
ITEMS 1 - 19								

**Riverside County Transportation Department
Summary of Bids**

PROJECT:
De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road
PROJECT No. B1-0455

Advertised: January 11, 2011 (Agenda Item: 3.76)
Addenda: 1 (01/24/11)
Bids Open: 2 pm Date: Wednesday, February 02, 2011

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Sean Malek Eng. and Const. Temecula, CA 92592		Minako America Corporation Gardena, CA 90248	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	9.00	146,160.00	10.00	162,400.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	1,000.00	2,000.00	2,500.00	5,000.00
3	066102	DUST ABATEMENT	LS	1	6,000.00	6,000.00	15,000.00	15,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	25,000.00	25,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	20,000.00	20,000.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	2.00	7,880.00	1.00	3,940.00
7	160101	CLEARING AND GRUBBING	LS	1	60,000.00	60,000.00	50,000.00	50,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	5,000.00	5,000.00
9	190185	SHOULDER BACKING	LF	23,000	1.00	23,000.00	5.00	115,000.00
10	220101	FINISHING ROADWAY	LS	1	25,000.00	25,000.00	177,000.00	177,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	500.00	1,500.00	1,000.00	3,000.00
12	390130	HOT MIX ASPHALT	TON	7,950	75.00	596,250.00	100.00	795,000.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	3.00	2,490.00	10.00	8,300.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	5.00	15,500.00	10.00	31,000.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	60.00	6,000.00	200.00	20,000.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	8.00	8,000.00	50.00	50,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	6.00	1,200.00	50.00	10,000.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.35	12,600.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	4.00	4,000.00	3.00	3,000.00
TOTAL						943,580.00		1,509,440.00
ITEMS 1 - 19								

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, **De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455**, 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)**. (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.

**DE LUZ ROAD
ROAD REHABILITATION PROJECT
RANCHO CALIFORNIA ROAD TO CARANCHO ROAD**

PROJECT No. B1-0455

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	6.00	97,440.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	1,000.00	2,000.00
3	066102	DUST ABATEMENT	LS	1	100.00	100.00
4	074020	WATER POLLUTION CONTROL	LS	1	6,000.00	6,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	19,215.00	19,215.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	1.75	6,895.00
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	500.00	500.00
9	190185	SHOULDER BACKING	LF	23,000	1.25	28,750.00
10	220101	FINISHING ROADWAY	LS	1	2,000.00	2,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	500.00	1,500.00
12	390130	HOT MIX ASPHALT	TON	7,950	63.50	504,825.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	1.50	1,245.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	1.50	4,650.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	137.00	13,700.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	31.50	31,500.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.50	1,100.00
18	---	DELETED BY ADDENDUM	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.28	10,080.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.50	3,500.00

PROJECT TOTAL:

Seven hundred forty thousand dollars and zero cents

\$740,000.00

ITEMS 1-19

"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

Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Mark Luer

BY _____
Deputy

TITLE: Mark Luer, Secretary

Licensed in accordance with an act providing for the registration of Contractors,

FORM APPROVED COUNTY COUNSEL
BY: *M. Victor* 3/1/11
MARSHAL VICTOR DATE

License No. 267073

Federal Employer Identification Number:
95-2595043

BY _____
"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 10, 2011 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

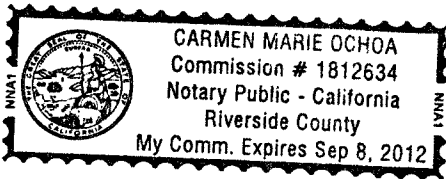
personally appeared Robert Bradley and Mark Luer
Name(s) of Signer(s)

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 Carmen Marie Ochoa
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

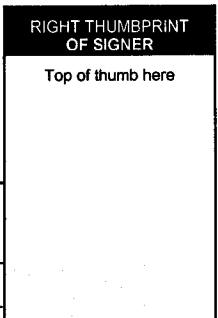
Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: County of Riverside

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

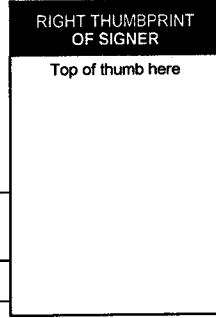
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



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



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on February 10, 2011, designated Robert Bradley to represent our Corporation in the capacity of Vice President.

A handwritten signature in black ink, appearing to read 'Mark Luer', written over a horizontal line.

Mark Luer
Secretary

PERFORMANCE BOND

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455**

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 \$ **740,000.00 (Seven hundred forty thousand 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 for each party. 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 \$ **740,000.00 (Seven hundred forty thousand 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 **De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455**

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 _____

(Corporate Seal)

(If corporation, affix 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 acknowledged. (Attach acknowledgements).

PERFORMANCE BOND

Recitals:


1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455**
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 **\$ 740,000.00 (Seven hundred forty thousand 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 February 4, 2011

All American Asphalt
 By 
 By Robert Bradley
 Title Vice President
 "Contractor"

Fidelity and Deposit Company of Maryland
 By 
 Type Name Rebecca Haas-Bates,
 Its Attorney in Fact
 "Surety"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

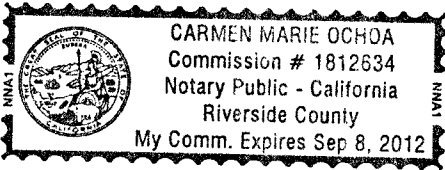
On February 11, 2011 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

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 Carmen Marie Ochoa
Signature of Notary Public

OPTIONAL

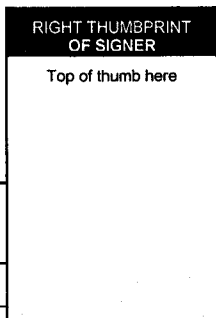
Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Performance Bond
Document Date: 2/4/11 Number of Pages: 1
Signer(s) Other Than Named Above: Rebecca Haas-Bates

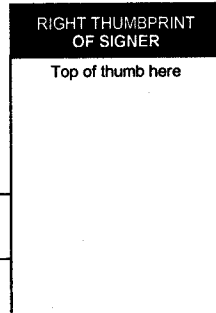
Capacity(ies) Claimed by Signer(s)

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:

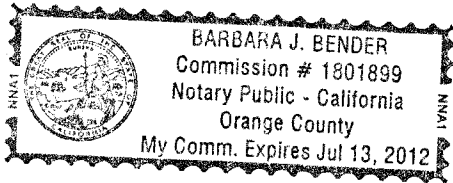
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On 2-4-11 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

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. 7621118

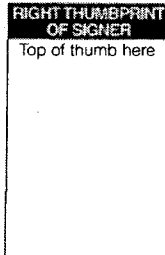
Document Date: 2-4-11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

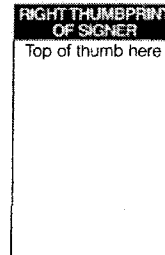
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

PAYMENT BOND

(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 \$ 740,000.00 (Seven hundred forty thousand 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 De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455

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: February 4, 2011

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By [Signature]

By Rebecca Haas-Bates
Rebecca Haas-Bates, Its Attorney In Fact

Title Robert Bradley, 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.

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 acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 11, 2011 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

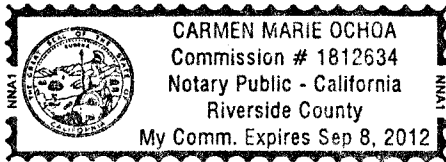
personally appeared Robert Bradley
Name(s) of Signer(s)

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 Carmen Marie Ochoa
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

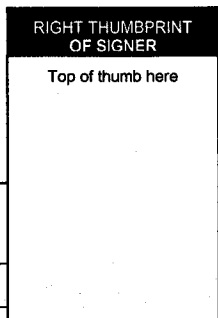
Document Date: 2/4/11 Number of Pages: 1

Signer(s) Other Than Named Above: Rebecca Haas Bates

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

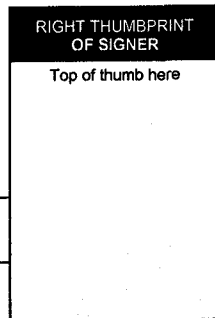
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



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: _____

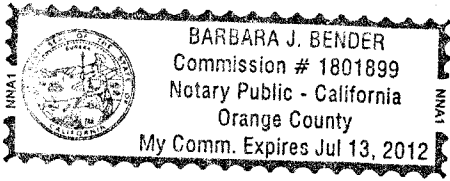
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 2-4-11 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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 Barbara J. Bender
Signature of Notary Public

OPTIONAL

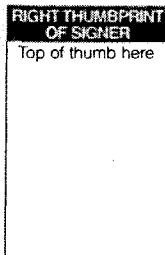
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 7621118
Document Date: 2-4-11 Number of Pages: One (1)
Signer(s) Other Than Named Above: All American Asphalt

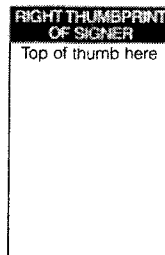
Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 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: _____

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

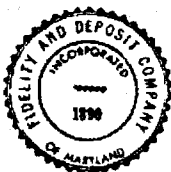
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which 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

William J. Mills

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

Maria D. Adamski Notary Public

My Commission Expires: July 8, 2011

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, undertakings, 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

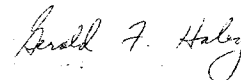
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 4TH day of FEBRUARY, 2011.



Assistant Secretary

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, C/O CORPORATION SERVICE COMPANY 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

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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: De Luz Road, Road Rehabilitation Project Rancho California Road to Carancho Road, Project No. B1-0455

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: GPP0022658-02

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/10

00 CGL0006 00 05 07

2311



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: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

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: GPP0022658-02

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/10



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

Schedule

Project

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

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 8. **Transfer Of Rights of Recovery Against Others to Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **SCHEDULE** above because of payments we make for injury or damage arising out of your operations or "your work" done under a written contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

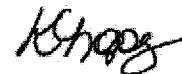
This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: GPP0022658-02

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/10



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Page 1 of 1



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

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

Project

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

A handwritten signature or set of initials in black ink, located in the lower right quadrant of the page. The signature is cursive and appears to read 'K. Sharp'.

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

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

Job Description

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

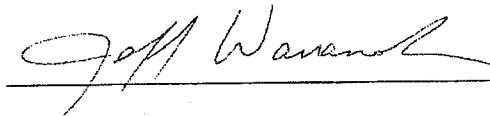
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

* 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 8/1/10 Policy No. BB1100243 Endorsement No.
Insured All American Asphalt Policy Effective Date 8/1/10
Insurance Company Seabright Insurance Company

Countersigned By





EXCESS LIABILITY DECLARATIONS

**NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA.**

A CAPITAL STOCK COMPANY

HOME OFFICE: 2704 COMMERCE DRIVE, SUITE B, HARRISBURG, PENNSYLVANIA 17110
ADMINISTRATIVE/MAILING ADDRESS: 175 WATER STREET, NEW YORK, NY 10038

POLICY NUMBER: 7521507

RENEWAL OF: 7517073

PRODUCER NAME: PACIFIC WHOLESALE BROKERS LLC

ADDRESS: 3500 W OLIVE AVE., STE 900
BURBANK, CA 91505-5541

ITEM 1. NAMED INSURED: ALL AMERICAN ASPHALT

ADDRESS: 1776 ALL AMERICAN WAY
CORONA, CA 91718

ITEM 2. POLICY PERIOD: FROM: August 1, 2010 TO: August 1, 2011
AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. LIMITS OF INSURANCE:

The Limits of Insurance, subject to all the terms of this policy, are:

\$25,000,000 Each Occurrence

\$25,000,000 Annual Aggregate (as defined in the First Underlying Insurance Policy)

ITEM 4. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy

Insurer, Policy No. and Term

As Per SCH/UL Attached

Applicable Limits

Each Occurrence

Annual Aggregate (where applicable)

Other Underlying Insurance

As Per SCH/UL Attached

Applicable Limits

Each Occurrence

Annual Aggregate (where applicable)

ITEM 5. POLICY PREMIUM:

ITEM 6. ENDORSEMENTS ATTACHED: SEE ATTACHED SCHEDULE

COUNTERSIGNED _____

60226 (11/09)
AH2694

DATE

BY  _____
Christopher G. Kopser

AUTHORIZED REPRESENTATIVE

EXCESS LIABILITY POLICY FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured as shown in Item 1 of the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. Coverage

- A. We will pay on your behalf the Ultimate Net Loss in excess of the Underlying Insurance, as shown in Item 4 of the Declarations, but only up to an amount not exceeding our Limits of Insurance as shown in Item 3 of the Declarations. Except for the terms, definitions, conditions and exclusions of this policy, the coverage provided by this policy shall follow the terms, definitions, conditions and exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.
- B. The Limits of Insurance shown in Item 3 of the Declarations state the most we will pay regardless of the number of Insureds, claims made or suits brought or persons or organizations making claims or bringing suits.
- C. Maintenance of Underlying Insurance

The limits of insurance of the Underlying Insurance shown in Item 4 of the Declarations shall be maintained in full effect during the period of this policy except for any reduction or exhaustion of aggregate limits contained therein solely by the payment for damages for accidents or occurrences, whichever is applicable, that take place during each annual period of this policy and that are insured by this policy.

If you fail to comply with this requirement, we will only be liable to the same extent that we would had you fully complied with this requirement.

II. Definitions

A. Ultimate Net Loss

The term "Ultimate Net Loss" means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurance, excepting however the Underlying Insurance shown in Item 4 of the Declarations.

B. Each Annual Period

The term "Each Annual Period" means each consecutive period of one year commencing from the inception date of this policy.

C. Pollutants

The term "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7521507

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	ARCH SPECIALTY INS. CO. GPP002265802 08/01/10 08/01/12	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PER PROJECT GENERAL AGGREGATE \$10,000,000 POLICY AGGREGATE \$2,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit

Limits are inclusive of Defense Expenses

GENERAL LIABILITY DOT	ARCH SPECIALTY INS. CO. GPP002702802 08/01/10 08/01/12	\$2,000,000 EACH OCCURRENCE \$4,000,000 GENERAL AGGREGATE \$4,000,000 PER PROJECT GENERAL AGGREGATE \$10,000,000 POLICY AGGREGATE \$2,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit
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Limits are inclusive of Defense Expenses

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7521507

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**TYPE OF POLICY
OR COVERAGE**

**INSURER, POLICY NO.
AND POLICY PERIOD**

LIMITS

AUTO LIABILITY

HARTFORD INSURANCE CO.
72UENKG5491
08/01/10
08/01/11

\$1,000,000
COMBINED SINGLE LIMIT

Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

SeaBright Insurance Co.
BB 1100243
08/01/10
08/01/11

\$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

EMPLOYEE BENEFITS LIABILITY

ARCH SPECIALTY INSURANCE CO.
GPP002702B02
08/01/10
08/01/12

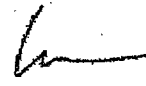
\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE
RETRO DATE 8/1/04

Defense Expenses are in addition to the limit

S.I.R.

SELF INSURED RETENTION OF
\$10,000
EACH EMPLOYEE

Limits are inclusive of Defense Expenses



Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

Baig, Saleem

From: Kathy Lopez [klopez@edgewoodins.com]
Sent: Friday, January 14, 2011 8:23 AM
To: Zohreh Taleb-Zadeh
Cc: Baig, Saleem; 'Carmen Ochoa'
Subject: RE: 2 COIs

Hi Saleem and how are you today?

In answer to your question, ARCH Specialty is a non-admitted carrier, but they are on the LESLI list (List of Eligible Surplus Line Insurers) which reflects the state of California considers them like an admitted carrier.

If anything else is needed, feel free to let me know.

Kathy

Kathy Lopez, CIC

Operations



Edgewood Partners Insurance Center
One City Blvd West #700 | Orange, CA 92868
714.937.4270 Direct | 714.634.1328 Fax
klopez@edgewoodins.com



think before you ink. please print this email only if necessary.

From: Zohreh Taleb-Zadeh
Sent: Friday, January 14, 2011 8:15 AM
To: Kathy Lopez
Cc: 'Baig, Saleem'; 'Carmen Ochoa'
Subject: FW: 2 COIs

Kathy,

Please answer Saleem's question per below email.

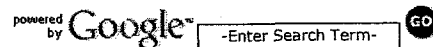
Thank you,

Zohreh Talebzadeh

CALIFORNIA DEPARTMENT OF INSURANCE

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CONSUMERS: LIST OF ELIGIBLE SURPLUS LINE INSURERS (LESLI)

Please use the "FIND" option in the "EDIT" menu of your browser to search for a particular company.

List of all Lloyds of London Syndicates approved for the LESLI list

AS OF: January 13, 2011

A | B - D | E - G | H - L | M - P | O - Z

A

INSURER	DATE APPROVED
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
ACE European Group Limited (U.K.)	06/20/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty AG (Germany) (Name Changed from Allianz Marine & Aviation Versicherungs-AG effective 07/28/2006)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Alterra Excess & Surplus Insurance Company (Delaware) (Name changed from Alterra Specialty Insurance Company effective 09/27/2010. Name changed from Max Specialty Insurance Company effective 05/13/2010)	06/19/2008
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Safety Indemnity Company (Oklahoma) (Name changed from Trafalgar Insurance Company effective 04/10/2000)	11/20/1996
American Vehicle Insurance Company (Florida)	10/16/2007
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Nebraska) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Wisconsin to Nebraska effective 12/28/2006)	09/01/1995
Ariel Reinsurance Company Ltd. (Bermuda)	10/08/2010
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Electric & Gas Insurance Services Limited (Bermuda)	11/03/1995
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
Aviva International Insurance Limited (U.K.) (Name Changed from CGU International Insurance PLC effective 09/01/2006)	12/22/1995
AXA Corporate Solutions Assurance (France)	08/14/2003
AXIS Specialty Europe Limited (Ireland)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995

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B - D

INSURER	DATE APPROVED
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
The British Aviation Insurance Company Limited (UK)	12/01/1995
Burlington Insurance Company (North Carolina)	11/17/1995
Capitol Specialty Insurance Corporation (Wisconsin)	05/15/2008

Company Profile

HARTFORD FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA
HARTFORD, CT 06115
800-243-5860

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19682
NAIC Group #:	<u>0091</u>
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 Profile

**NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA
175 WATER STREET, 18TH FLOOR
NEW YORK, NY 1003-8
800-551-0824**

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19445
NAIC Group #:	<u>0012</u>
California Company ID #:	0131-3
Date authorized in California:	November 28, 1902
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
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

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY

Effective Date: 03-16-2004

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 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