

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

110A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 1, 2012

SUBJECT: FY 2011/2012 Slurry Seal Project at various locations in the 4th and 5th Districts.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve two Addenda to the specifications and plans, issued prior to the January 18, 2012 bid opening.
2. Accept the low bid of American Asphalt South, Inc. of Fontana, CA in the amount of \$1,509,635.
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

JCP:jjr:rr
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,509,635	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: ABX8 9 (GAS TAX MAR 2010) (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR
DATE: 3/5/12
Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 12/20/11, Item 3.21 | **District:** 4/4&5/5 | **Agenda Number:**

3.23

The Honorable Board of Supervisors

RE: FY 2011/2012 Slurry Seal Project at various locations in the 4th and 5th Districts.

March 1, 2012

Page 2 of 2

4. Approve the project's proposed budget as shown on Attachment "A".

BACKGROUND: By Minute Order dated December 20, 2011 (agenda item 3.21) the Board authorized the Clerk of the Board to advertise for the Slurry Seal Project for Fiscal Year 2011/2012. This is a regular preventative maintenance project performed to extend the pavement life of various roads in Riverside County. To be more efficient, this year the seal project has been divided in two parts, Spring and Fall. This first part, Spring 2012, will include various streets located within the 4th and 5th Districts which are included in this award package; construction is expected from April through June.

The second part, Fall 2012, will include locations in 1st and 3rd Districts and will be submitted to the Board at a later date.

The specific project roads for Spring 2012 are listed in Attachment "1".

During the advertisement period, two addenda were 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 addenda were issued to clarify and modify the approved contract documents. The addenda are attached as Addendum No. 1 and Addendum No.2.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Tuesday, January 18, 2011. Six bids were received, ranging from \$1,509,635 to \$1,995,842.

The lowest responsive and responsible bid was submitted by American Asphalt South, Inc. of Fontana, CA for \$1,509,635, which was 18.7% above the engineer's estimate of \$1,271,800.

Problems encountered with our previous contract, which resulted in the contractor having to re-apply material at his cost, and the excessive disruption which this caused the public has led us to re-evaluate and expand on contractual requirements. The County has since enhanced the specifications and inspection for Slurry projects. This change in the project specifications is, we believe, what caused the higher than expected bids. This change will ensure that future projects will provide better performance and life with less disruption to the public.

The contractor is qualified.

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

Project Numbers: C2-0009 and C2-0010

Attachment "A"

Riverside County Transportation Department

Project:	SLURRY SEAL PROJECT - FY 2011/2012 UPDATED WITH AMERICAN ASPHALT SOUTH, INC. BID PRICES	
Project No.(s):	4TH DISTRICT - WO C2-0009 5TH DISTRICT - WO C2-0010	Expenses as of: 2/9/2012

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental		1,000	1,000	1,000	1,000
Design	7,757	3,500	12,000	18,000	12,000
Right-of-way					
Utilities					
Construction		1,509,635	1,586,000	1,300,000	1,586,000
Construction Contingency 5.0%		75,482			
Construction Engineering & Inspection 8.2%	10,194	113,806	124,000	124,000	124,000
Construction Survey 1.2%		18,000	18,000	18,000	18,000
Totals:	17,951	1,721,423	1,741,000	1,461,000	1,741,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	ABX8 9 (GAS TAX MAR 2010)	1,461,000	1,741,000
		x	
		x	x
Totals		1,461,000	1,741,000

Comments

Updated with American Asphalt South, Inc. Bid Unit Price dated January 18, 2012.

Note: Based on the bid results, the Proposed budget is increased by \$280,000 from \$1,461,000 to \$1,741,000.

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
-------------------------	---------------------------

N/A

Vendor/Lessor Name:	American Asphalt South, Inc.
Vendor/Lessor Location:	Fontana, CA

Minority Status: M W DV None

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: \$ 1,509,635.10 to \$1,995,824.00
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 1,509,635.10 to \$1,995,824.00

Note: Selection of low bid based on the sum of all bid schedules, whether or not all bid schedules are awarded.

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)

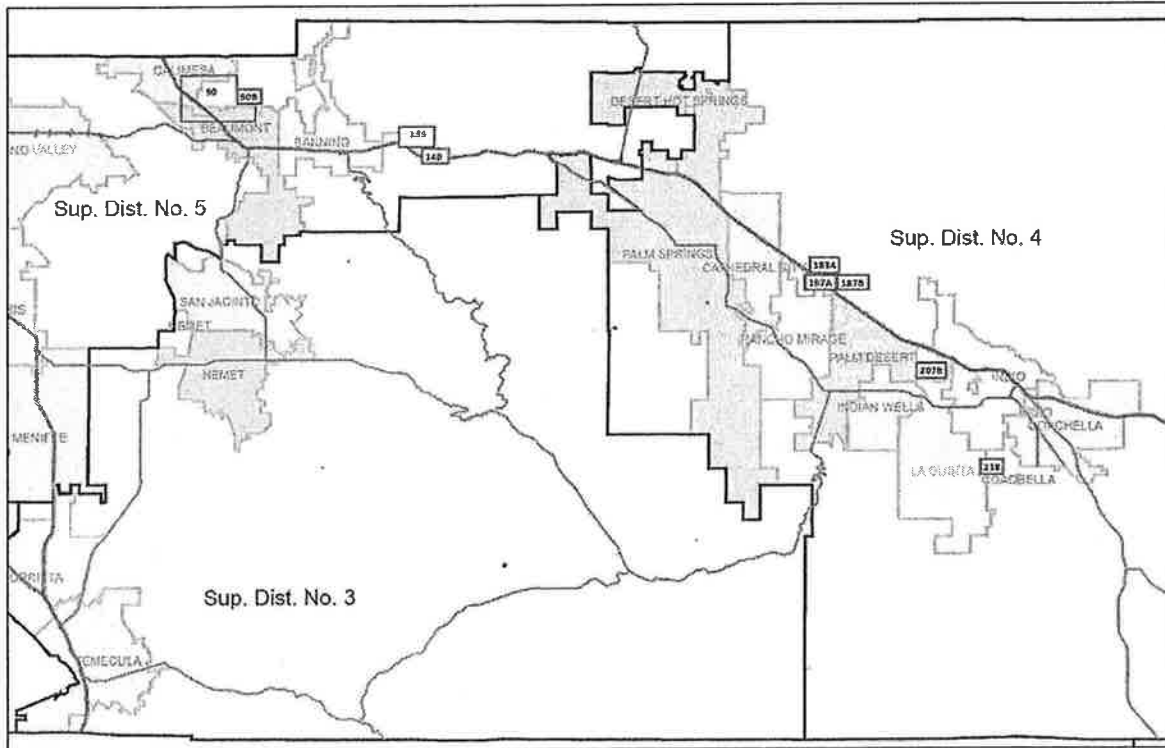
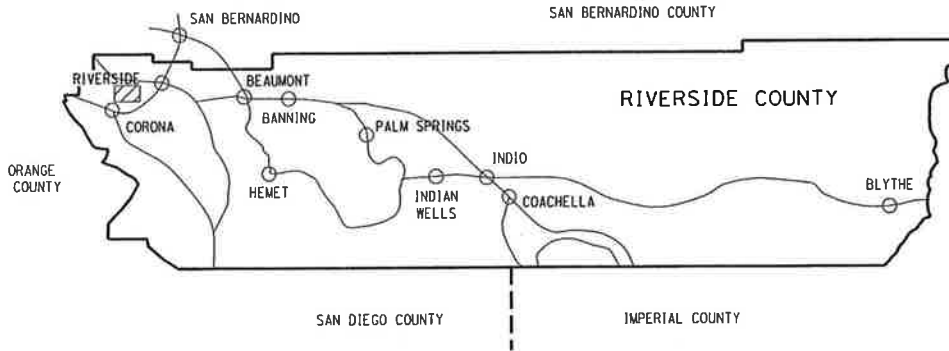
NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

COUNTY OF RIVERSIDE

SLURRY SEAL PROJECT

DISTRICT 4 & DISTRICT 5

FOR FISCAL YEAR 2011/2012



XXX ROAD BOOK PAGE NUMBER

VICINITY MAP
SCALE NONE
EXHIBIT "A"

SLURRY SEAL PROJECT
DISTRICT 4 & DISTRICT 5
FOR FISCAL YEAR 2011/2012

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.
				From	To				
CAPE SEAL									
90	5	16	BEAUMONT AVE	BROOKSIDE AVE	CHERRY VALLEY BLVD	2,643	41	12,642	CAPE
90 B	5	16	BEAUMONT AVE	CHERRY VALLEY BLVD	ORCHARD ST	2,654	36	11,147	CAPE
139	5	16	SEMINOLE DR	940' E MILLARD PASS	APACHE TRAIL	1,260	25	3,675	CAPE
139	5	16	SEMINOLE DR	FIELDS RD	940' E MILLARD PASS	5,537	68	43,927	CAPE
183 A	4	18	CHRISTY WAY	LA CANADA WAY	JULIA WAY	263	36	1,105	CAPE
183 A	4	18	CORPORATE WAY	METROPLEX DR	ENGINEER DR	1,630	52	9,889	CAPE
183 A	4	18	DATIL RD	THELMA AVE	VIA PARED	533	36	2,239	CAPE
183 A	4	18	DUNHAM WAY	METROPLEX DR	ENGINEER DR	652	52	3,956	CAPE
183 A	4	18	ENGINEER DR	CORPORATE WAY	MANUFACTURING RD	215	52	1,304	CAPE
183 A	4	18	JULIA WAY	CHRISTY WAY	ROBERT RD	314	36	1,319	CAPE
183 A	4	18	LA CANADA WAY	ROBERT RD	492' W ROBERT RD	492	36	2,066	CAPE
183 A	4	18	LA CANADA WAY	ROBERT RD	700' E ROBERT RD	700	36	2,940	CAPE
183 A	4	18	MANUFACTURING RD	VARNER RD	ENGINEER DR	643	52	3,901	CAPE
183 A	4	18	METROPLEX DR	VARNER RD	CORPORATE WAY	382	60	2,674	CAPE
183 A	4	18	SENA CT	ROBERT RD	381' W ROBERT RD	381	36	1,600	CAPE
183 A	4	18	VIA PARED	DATIL RD	LA CANADA WAY	975	36	4,095	CAPE
183 A	4	18	VIA VENTANA	DATIL RD	LA CANADA WAY	962	36	4,040	CAPE
187 A	4	18	ACAPULCO TRL	BOCA CHICA TRL	GUADALAJARA DR	1,462	33	5,629	CAPE
187 A	4	18	BARCELONA DR	LAURA DR	618' E LAURA DR	618	29	2,091	CAPE
187 A	4	18	BARCELONA DR	BOCA CHICA TRL	LAURA DR	2,158	33	8,308	CAPE
187 A	4	18	BELL RD	607' S ELIZABETH DR	WHITE SANDS DR	435	36	1,827	CAPE
187 A	4	18	BELL RD	ELIZABETH DR	607' S ELIZABETH DR	607	37	2,620	CAPE
187 A	4	18	BOCA CHICA TRL	VARNER RD	SUNDANCE TRL	516	37	2,227	CAPE
187 A	4	18	BOCA CHICA TRL	SUNDANCE TRL	100' E LAURA DR	1,159	30	4,057	CAPE
187 A	4	18	BOCA CHICA TRL	100' E LAURA DR	BELL RD	1,807	37	7,800	CAPE
187 A	4	18	BROADMOOR DR	MONTEREY AVE	DESERT MOON DR	4,131	42	20,242	CAPE
187 A	4	18	CARLSBAD CIR	BARCELONA DR	472' S BARCELONA DR	472	28	1,542	CAPE
187 A	4	18	DEANE CIR	WESTCHESTER DR	310' N WESTCHESTER DR	310	29	1,049	CAPE
187 A	4	18	DESERT MOON DR	BROADMOOR DR	RAMON RD	2,721	38	12,063	CAPE
187 A	4	18	DRIFTING SANDS CIR	WHITE SANDS DR	323' N WHITE SANDS DR	323	28	1,055	CAPE
187 A	4	18	ELIZABETH DR	LES RD	1148' E LES RD	1,148	37	4,956	CAPE
187 A	4	18	GUADALAJARA DR	LAURA DR	CHIRICAHUA DR	1,584	33	6,098	CAPE
187 A	4	18	LAREDO CIR	WESTCHESTER DR	561' N WESTCHESTER DR	561	29	1,898	CAPE
187 A	4	18	LAURA DR	BOCA CHICA TRL	BROADMOOR DR	2,141	33	8,243	CAPE
187 A	4	18	LES RD	BOCA CHICA TRL	618' N BOCA CHICA TRL	618	37	2,668	CAPE
187 A	4	18	LISA CIR	ELIZABETH DR	165' N ELIZABETH DR	165	30	578	CAPE
187 A	4	18	MERION DR	PINE VALLEY DR	DESERT MOON DR	915	31	3,309	CAPE
187 A	4	18	OAKLAND HILLS ST	WESTCHESTER DR	ST ANDREWS DR	929	35	3,794	CAPE
187 A	4	18	OJAI PL	DESERT MOON DR	234' W DESERT MOON DR	234	31	846	CAPE
187 A	4	18	PALM LAKE CIR	WHITE SANDS DR	323' N WHITE SANDS DR	323	28	1,055	CAPE
187 A	4	18	PINE VALLEY DR	SAN MIQUELITO DR	DESERT MOON DR	1,422	35	5,807	CAPE
187 A	4	18	PUEBLA DR	TUBAC TRL	SAN CARLOS DR	867	33	3,338	CAPE
187 A	4	18	RAINIER PL	DESERT MOON DR	156' W DESERT MOON DR	156	31	564	CAPE
187 A	4	18	SAN CARLOS DR	TUBAC TRL	PUEBLA DR	1,051	33	4,046	CAPE
187 A	4	18	SAN LUCAS TRL	WESTCHESTER DR	448' E WESTCHESTER DR	448	29	1,516	CAPE
187 A	4	18	SAN MIQUELITO DR	ST ANDREWS DR	RAMON RD	966	56	6,311	CAPE
187 A	4	18	SAN MIQUELITO DR	DESERT MOON DR	ST ANDREWS DR	2,146	60	15,022	CAPE
187 A	4	18	SAUCON VALLEY ST	COLONIAL DR	PINE VALLEY DR	581	31	2,101	CAPE
187 A	4	18	SHADY PALMS CIR	WHITE SANDS DR	322' N WHITE SANDS DR	322	28	1,052	CAPE
187 A	4	18	SUN DANCE TRL	BOCA CHICA TRL	WESTCHESTER DR	520	29	1,759	CAPE
187 A	4	18	TUBAC TRL	WESTCHESTER DR	PUEBLA DR	751	33	2,891	CAPE
187 A	4	18	WALTON CIR	ELIZABETH DR	254' N ELIZABETH DR	254	29	859	CAPE
187 A	4	18	WESTCHESTER DR	DEANE CIR	BROADMOOR DR	587	33	2,260	CAPE
187 A	4	18	WESTCHESTER DR	BARCELONA DR	DEANE CIR	2,312	33	8,901	CAPE
187 A	4	18	WHITE SANDS DR	BOCA CHICA TRL	BELL RD	1,713	36	7,195	CAPE
187 A	4	18	WYCONDA ST	SAUCON VALLEY ST	PINE VALLEY DR	680	31	2,459	CAPE
207 B	4	19	BOWDEN DR	CAMBRIDGE AVE	HOPEWELL AVE	1,328	35	5,423	CAPE
207 B	4	19	EASTHAVEN RD	WASHINGTON ST	SPARKEY WAY	335	36	1,407	CAPE
207 B	4	19	SPALDING DR	CAMBRIDGE AVE	HOPEWELL AVE	1,276	35	5,210	CAPE
207 B	4	19	SPARKEY WAY	41ST AVE	EASTHAVEN RD	1,973	36	8,287	CAPE
CAPE SEAL TOTAL						65,261	LF	302,883	SY

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.
				From	To				
SLURRY SEAL TYPE 1									
103 B	5	14	ARECA PALM DR	SULTANAS RD	KENTIA PALM DR	186	32	694	SS1
103 B	5	14	ARENGA PALM DR	PARADISE PALM AVE	COCOS PALM AVE	1,224	33	4,712	SS1
103 B	5	14	BAMBOO PALM DR	BUTIA PALM AVE	PHEONIX PALM DR	432	33	1,663	SS1
103 B	5	14	BUTIA PALM AVE	PARADISE PALM AVE	SAGO PALM DR	1,375	37	5,936	SS1
103 B	5	14	BUTTERFLY PALM DR	BUTIA PALM AVE	FOUNTAIN PALM DR	993	33	3,823	SS1
103 B	5	14	COCOS PALM AVE	PARADISE PALM AVE / E	PARADISE PALM AVE / W	1,226	33	4,720	SS1
103 B	5	14	FOUNTAIN PALM DR	BUTIA PALM AVE	BUTTERFLY PALM DR	625	33	2,406	SS1
103 B	5	14	FRETWELL AVE	LEON RD	NAUMANN AVE	1,548	32	5,779	SS1
103 B	5	14	HIGHLAND PALMS DR	BUTIA PALM AVE	SH-74	575	41	2,751	SS1
103 B	5	14	IVORY PALM DR	SILVER PALM DR	SAGO PALM DR	587	33	2,260	SS1
103 B	5	14	KENTIA PALM DR	SEAFORTHIA PALM DR / SE	SEAFORTHIA PALM DR / N	1,181	33	4,547	SS1
103 B	5	14	LEON RD	NEER ST	SH-74	323	54	2,035	SS1
103 B	5	14	LEON RD	ALLEN AVE	NEER ST	1,602	61	11,401	SS1
103 B	5	14	NEER ST	837' E LEON RD	NAUMANN AVE	719	34	2,852	SS1
103 B	5	14	NEER ST	LEON RD	837' E LEON RD	837	23	2,246	SS1
103 B	5	14	PALMETTO PALM DR	PARADISE PALM DR / W	PARADISE PALM DR / E	1,563	33	6,018	SS1
103 B	5	14	PARADISE PALM AVE	SULTANAS RD	PALMETTO PALM AVE	2,911	37	12,566	SS1
103 B	5	14	PHOENIX PALM DR	BUTIA PALM AVE	BAMBOO PALM DR	693	33	2,668	SS1
103 B	5	14	QUEEN PALM DR	SILVER PALM DR	LEON RD	960	33	3,696	SS1
103 B	5	14	ROBERTSON ST	LEON RD	NAUMANN AVE	1,548	35	6,321	SS1
103 B	5	14	SAGO PALM DR	PALMETTO PALM DR	IVORY PALM DR	1,023	33	3,939	SS1
103 B	5	14	SEAFORTHIA PALM DR	PARADISE PALM AVE	KENTIA PALM DR	999	33	3,846	SS1
103 B	5	14	SILVER PALM DR	SAGO PALM DR	QUEEN PALM DR	1,282	33	4,936	SS1
103 B	5	14	SULTANAS RD	SH-74	PARADISE PALM AVE	1,318	25	3,844	SS1
SLURRY SEAL TYPE 1 TOTAL									
						42,118	LF	170,976	SY
SLURRY SEAL TYPE 2									
140 A	5	16	MAIN ST	APACHE TRAIL	RAILROAD AVE	8,946	60	62,622	SS2
						8,946	LF	62,622	SY



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated January 5, 2012

to the
Specifications and Contract Documents
for the construction of

Slurry Seal Project
For Fiscal Year 2011/2012

District 4, Project No. C2-0009

District 5, Project No. C2-0010

Bids Due: Wednesday, January 11, 2012; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" pages B3. This page deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following changes have been made to the Proposal Schedules:

a. "Estimated Quantities" are revised for the following bid items:

- Item 2, "SCREENINGS"
- Item 3, "SLURRY SEAL (TYPE 1) [FOR CAPE SEAL]"
- Item 4, "SLURRY SEAL (TYPE 1)"

See Attachment A

Item 2: Retention Payments. Refer to "General Conditions" page 8 Section 10 "Payment and Monthly Estimates." Delete and replace the first paragraph with the following:

"Director of Transportation, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth in Section 9-1.06 of the Standard Specifications and any other referenced text, shall be five (5%)."

Item 3: Iran Contracting Act. The Department of General Services has published a list of companies who are prohibited from contracting with public entities in California as required by Public Contract Code section § 2200-2208.

The Iran Contracting Act Certification/Exemption form is included as **Attachment B** and must be completely filled in, dated, signed and submitted with Proposal bid documents. The bidding Contractor is required to submit the appropriate form with the bid.

See Attachment B

Item 4: Clarification of Notice Inviting Bids. Refer to the Notice Inviting Bids. Delete the proposal submittal date of January 11, 2011, and replace it with January 11, 2012.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 5: Revised Plan Sheets. The following Plans Sheets are revised by **Attachment "C"** and made a part hereof:

- Plan Sheet 2 of 10, Road name and limits tables
- Plan Sheet 6 of 10, referenced Road Book page 183-A

See Attachment C

Item 6: Deletion of a portion of Slurry Seal Type 1. Refer to plan sheet 9 of 10, referenced Road Book page 207-B. The following street limits have been deleted to receive Slurry Seal Type 1:

- SAVANNA LA MAR DR from BEADLING RD to ADAMS ST

Note: This revision is reflected on revised Plan Sheet 2 of 10.


This addendum has been prepared under the direction of the following registered Civil Engineer(s):



Michael Mueting, PE
County Project Manager




Concurrence:

 1/5/2012

Khalid Nasim, PE
Engineering Division Manager

Acknowledged:

JRJ:jrj:sb:rr



Lyte Stone (Contractor)
Secretary

Date: January 10th, 2012



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 2

Dated January 10, 2012

to the
Specifications and Contract Documents
for the construction of

Slurry Seal Project
For Fiscal Year 2011/2012

District 4, Project No. C2-0009

District 5, Project No. C2-0010

Bids Due: (REVISED)

Wednesday, January 18, 2012; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: The new designated date and time for the receipt and opening of bids is revised as follows:

**Wednesday, January 18, 2012; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 2: **Plan Sheet 3A.** Refer to streets list on Sheet 2 of 10 of the plans, road book page 103-B was inadvertently omitted from the plans.

The following Plan Sheet is included as **Attachment "A"** and made part hereof:

- Plan Sheet 3A, Road Book Page 103-B


This addendum has been prepared under the direction of the following registered Civil Engineer(s):



Michael Mueeting, PE
County Project Manager




Concurrence:

 1/9/2012

Khalid Nasim, PE
Engineering Division Manager

Acknowledged:

JRJ:jjr:sb:rr



Lyle Stone (Contractor)
Secretary

Date: January 10th, 2012

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project For Fiscal Year 2011/2012, Districts 4 & 5

Advertised: December 20, 2011 (Agenda Item: 3.21)

Addenda: 1 (January 5, 2012), 2 (January 10, 2012)

Bids Open: 2 pm Date: Wednesday, January 18, 2012

PROJECT No. C2-0009, C2-0010

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			American Asphalt South, Inc. Fontana, CA 92331
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	9,000.00	9,000.00	13,750.00	13,750.00
2	375023	SCREENINGS	SQYD	317,000	1.90	602,300.00	1.90	602,300.00
3	377501	SLURRY SEAL (TYPE 1) [FOR CAPE SEAL]	TON	1,900	170.00	323,000.00	217.29	412,851.00
4	377501	SLURRY SEAL (TYPE 1)	TON	980	170.00	166,600.00	223.47	219,000.60
5	377502	SLURRY SEAL (TYPE 2)	TON	530	170.00	90,100.00	192.95	102,263.50
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	54,000.00	54,000.00	121,000.00	121,000.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	6,200	3.00	18,600.00	3.50	21,700.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	35,000	0.20	7,000.00	0.45	15,750.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	5.00	1,200.00	4.25	1,020.00
PROJECT TOTAL								
ITEMS 1 - 9						1,271,800.00		1,509,635.10

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2 Roy Allan Slurry Seal Inc. Santa Fe Springs, CA 90670			3 Sully Miller Contracting Co. Brea, CA 92821		
					BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	18,375.00	18,375.00	26,250.00	26,250.00	28,250.00	
2	375023	SCREENINGS	SQYD	317,000	1.88	595,960.00	1.85	586,450.00		
3	377501	SLURRY SEAL (TYPE 1) [FOR CAPE SEAL]	TON	1,900	239.69	455,411.00	265.00	503,500.00		
4	377501	SLURRY SEAL (TYPE 1)	TON	980	239.69	234,896.20	230.00	225,400.00		
5	377502	SLURRY SEAL (TYPE 2)	TON	530	186.31	98,744.30	227.00	120,310.00		
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	176,481.54	176,481.54	100,000.00	100,000.00		
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	6,200	3.67	22,754.00	5.50	34,100.00		
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	35,000	0.32	11,025.00	0.50	17,500.00		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	5.25	1,260.00	9.00	2,160.00		
PROJECT TOTAL										
ITEMS 1 - 9						1,614,907.04		1,617,670.00		

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project For Fiscal Year 2011/2012, Districts 4 & 5

Advertised: December 20, 2011 (Agenda Item: 3.21)

Addenda: 1 (January 5, 2012), 2 (January 10, 2012)

Bids Open: 2 pm Date: Wednesday, January 18, 2012

PROJECT No. C2-0009, C2-0010

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4 Pavement Coatings Co. Mira Loma, CA 91752		5 International Surfacing Systems W. Sacramento, CA 95798	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	20,000.00	20,000.00	18,200.00	18,200.00
2	375023	SCREENINGS	SQYD	317,000	2.03	643,510.00	2.10	665,700.00
3	377501	SLURRY SEAL (TYPE 1) [FOR CAPE SEAL]	TON	1,900	239.00	454,100.00	248.80	472,720.00
4	377501	SLURRY SEAL (TYPE 1)	TON	980	239.00	234,220.00	248.80	243,824.00
5	377502	SLURRY SEAL (TYPE 2)	TON	530	198.00	104,940.00	205.00	108,650.00
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	159,000.00	159,000.00	134,160.00	134,160.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	6,200	4.50	27,900.00	3.64	22,568.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	35,000	0.54	18,900.00	0.32	11,200.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	7.95	1,908.00	5.20	1,248.00
PROJECT TOTAL						1,664,478.00		1,678,270.00
ITEMS 1 - 9								

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6 All American Asphalt Corona, CA 92878-2229		BID ESTIMATE	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	20,000.00	20,000.00		
2	375023	SCREENINGS	SQYD	317,000	2.89	916,130.00		
3	377501	SLURRY SEAL (TYPE 1) [FOR CAPE SEAL]	TON	1,900	230.00	437,000.00		
4	377501	SLURRY SEAL (TYPE 1)	TON	980	253.00	247,940.00		
5	377502	SLURRY SEAL (TYPE 2)	TON	530	219.00	116,070.00		
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	213,000.00	213,000.00		
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SOFT	6,200	4.25	26,350.00		
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	35,000	0.52	18,200.00		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	4.80	1,152.00		
PROJECT TOTAL						1,995,842.00		
ITEMS 1 - 9								

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 **AMERICAN ASPHALT SOUTH, INC.** 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, **Slurry Seal Project For Fiscal Year 2011/2012, Districts 4 & 5, Project No. C2-0009 & C2-0010**, 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. **(One, Two)**. (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.

**SLURRY SEAL PROJECT
FOR FISCAL YEAR 2011/2012
DISTRICTS 4 & 5**

PROJECT No. C2-0009 & C2-0010

AGREEMENT

BASE BID:

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	13,750.00	13,750.00
2	375023	SCREENINGS	SQYD	317,000	1.90	602,300.00
3	377501	SLURRY SEAL (TYPE 1) [FOR CAPE SEAL]	TON	1,900	217.29	412,851.00
4	377501	SLURRY SEAL (TYPE 1)	TON	980	223.47	219,000.60
5	377502	SLURRY SEAL (TYPE 2)	TON	530	192.95	102,263.50
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	121,000.00	121,000.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	6,200	3.50	21,700.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	35,000	0.45	15,750.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	4.25	1,020.00

PROJECT

TOTAL: One million, five hundred nine thousand, six hundred thirty five dollars and ten cents \$ 1,509,635.10

ITEMS 1-9 "WORDS"

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

COUNTY OF RIVERSIDE

AMERICAN ASPHALT SOUTH, INC.

BY _____
Chairman, Board of Supervisors

BY Jeff Petty
Jeff Petty

Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Lyle Stone
Lyle Stone

BY _____
Deputy

TITLE: Secretary

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

License No. 784969

Federal Employer Identification Number:

94-3324781

BY _____
"County"
(Seal)

Lyle Stone
"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 3/5/12
MARSHAL L. VICTOR DATE

PERFORMANCE BOND

Recitals:

1. **AMERICAN ASPHALT SOUTH, INC.** (Contractor) has entered into an Agreement with **COUNTY OF RIVERSIDE (County)** for construction of public work known as **Slurry Seal Project For Fiscal Year 2011/2012, Ditricts 4 & 5, Project No. C2-0009 & C2-0010**
2. The Guarantee Company of North America USA a _____ State of Michigan _____ 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 \$ **1,509,635.10 (One million, five hundred nine thousand, six hundred thirty five dollars and ten 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 2, 2012
American Asphalt South, Inc. _____ The Guarantee Company of North America USA
By Jeff Petty, Vice President By Barbara Beeny
By Lyle Stone, Secretary Type Name Barbara Beeny
Title Vice President, Secretary Its Attorney in Fact
"Contractor" "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).

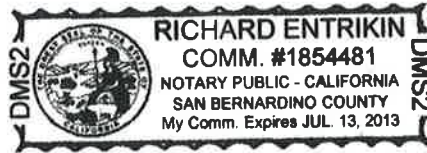
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Bernardino } ss.

On Feb. 3, 2012 before me, Richard Entrikin - Notary P
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[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: _____

Document Date: _____ Number of Pages: _____

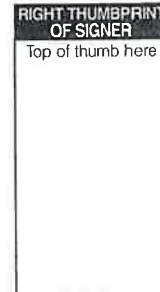
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

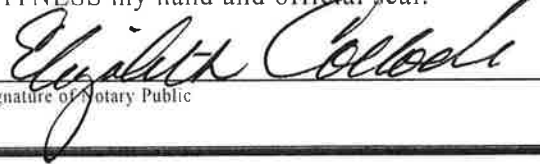
On February 2, 2012 before me, Elizabeth Collodi, Notary Public
(Here insert name and title of the officer)

personally appeared Barbara Beeny, Attorney-in-Fact

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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT <u>Performance Bond</u> <small>(Title or description of attached document)</small> <u>American Asphalt South, Inc.</u> <small>(Title or description of attached document continued)</small> Number of Pages <u>1</u> Document Date <u>2/02/2012</u> <u>The Guarantee Company of North America USA</u> <small>(Additional information)</small>

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer <small>(Title)</small> <input type="checkbox"/> Partner(s) <input checked="" type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - * - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - * - Indicate title or type of attached document, number of pages and date
 - * - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

Company Profile

GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

25800 NORTHWESTERN HWY., STE. 720
SOUTHFIELD, MI 48075

Former Names for Company

Old Name: MID-STATE SURETY CORPORATION

Effective Date: 12-20-2006

Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	36650
NAIC Group #:	<u>0000</u>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

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](#).

SURETY

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM
Copyright © California Department of Insurance

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **AMERICAN ASPHALT SOUTH, INC.**, as Principal and Original Contractor and The Guarantee Company of North America USA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 1,509,635.10 (One million, five hundred nine thousand, six hundred thirty five dollars and ten 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 Slurry Seal Project For Fiscal Year 2011/2012, Ditricts 4 & 5, Project No. C2-0009 & C2-0010.

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 2, 2012

American Asphalt South, Inc.
Original Contractor - Principal

The Guarantee Company of North America USA
Surety

By *Jeff Petty*
Jeff Petty, Vice President

By *Barbara Beeny*
Barbara Beeny, 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 California Notary Acknowledgment ***

Signature of Notary Public

Notary Public (Seal)

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

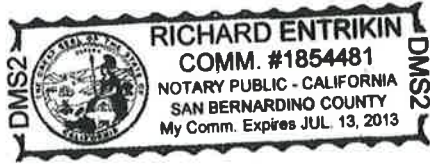
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On Feb. 3, 2012 before me, Richard Entrikin - Notary P
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone and Jeff Petty
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

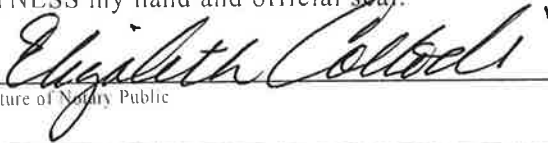
On February 2, 2012 before me, Elizabeth Collodi, Notary Public
(Here insert name and title of the officer)

personally appeared Barbara Beeny, Attorney-in-Fact

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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 2/02/2012

The Guarantee Company of North America USA

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - *.- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - *.- Indicate title or type of attached document, number of pages and date.
 - *.- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 6th day of June 2011.



State of Michigan
County of Oakland

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

Stephen C. Ruschak, Vice President

[Signature of Randall Musselman]

Randall Musselman, Secretary

On this 6th day of June, 2011 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of February, 2012.



[Signature of Randall Musselman]

Randall Musselman, Secretary

Company Profile

GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

25800 NORTHWESTERN HWY., STE. 720
SOUTHFIELD, MI 48075

Former Names for Company

Old Name: MID-STATE SURETY CORPORATION

Effective Date: 12-20-2006

Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	36650
NAIC Group #:	<u>0000</u>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

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](#).

SURETY

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM
Copyright © California Department of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

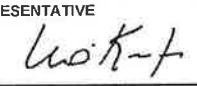
PRODUCER InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188	CONTACT NAME: Candy Leifker		
	PHONE (A/C, No, Ext): 916-609-8416	FAX (A/C, No): 916-979-7516	
	E-MAIL ADDRESS: cleifker@iwins.com		
PRODUCER CUSTOMER ID #: AMER122			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED American Asphalt South, Inc. 14436 Santa Ana Avenue Fontana CA 92337	INSURER A: Financial Pacific Ins Company		31453
	INSURER B: Everest National Insurance Co.		10120
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 911227776 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> \$1,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	Y		180632C	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded \$0 unless Comp/Coll	Y		180632C	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$none			924028C	12/31/2011	12/31/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600006462121	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: PROJECT #C2-0009/#C2-0010 - 2011/2012 SLURRY SEAL PROJECT, DISTRICTS 4 AND 5. COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, REPRESENTATIVES NAMED AS ADDITIONAL INSURED (GL/AUTO) ACTING WITHIN THE SCOPE OF THEIR DUTIES CONTROLLED/SUPERVISED BY See Attached...

CERTIFICATE HOLDER County of Riverside Transportation Department 3525 14th Street Riverside CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: AMERI22

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY InterWest Insurance Services		NAMED INSURED American Asphalt South, Inc. 14436 Santa Ana Avenue Fontana CA 92337	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE PRIMARY (FIRST) ADDITIONAL INSURED, PRIMARY WORDING, WORK COMP WAIVER ATTACHED. EXCESS POLICY IS "FOLLOW" FORM FOR GENERAL LIABILITY, AUTOMOBILE, WORK COMP COVERAGES. 30-DAY NOTICE OF CANCELLATION, EXCEPT 10-DAY NOTICE FOR NON-PAYMENT OF PREMIUM APPLIES PER POLICY PROVISIONS.

POLICY NUMBER: 180632C

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

RE: PROJECT #C2-0009/#C2-0010 - 2011/2012 SLURRY SEAL PROJECT, DISTRICTS 4 AND 5. COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, REPRESENTATIVES NAMED AS ADDITIONAL INSURED (GL/AUTO) ACTING WITHIN THE SCOPE OF THEIR DUTIES CONTROLLED/SUPERVISED BY THE PRIMARY (FIRST) ADDITIONAL INSURED, PRIMARY WORDING, WORK COMP WAIVER ATTACHED. EXCESS POLICY IS "FOLLOW"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization is held liable for "your work" for that person or organization by or for you.

This endorsement applies to the following work:

Description of Job: See Above

Location of Job: See Above

AI only Effective from:

Effective Date: 12/31/2011

Expiration Date: 12/31/2012



When this endorsement applies, such insurance as is afforded by the general liability policy is primary and any other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

CG 20 10 11 85 Modified (07-01)

Page 1 of 1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

NAMED INSURED: American Asphalt South, Inc.
14436 Santa Ana Avenue
Fontana CA 92337

ADDITIONAL INSURED: RE: PROJECT #C2-0009/#C2-0010 - 2011/2012 SLURRY SEAL PROJECT,
DISTRICTS 4 AND 5. COUNTY OF RIVERSIDE, ITS DIRECTORS,
OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES,
AGENTS, REPRESENTATIVES NAMED AS ADDITIONAL INSURED (GL/AUTO)

WHO IS AN INSURED (SECTION II) is amended to include as an insured the organization shown in the Schedule above, but only with respect to the operation of vehicles owned by the named insured and operated on behalf of the named insured. This endorsement does not apply to any operations for other than the named insured.

Each person or organization named above 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.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give thirty days notice to the additional insured.

The additional insured will retain any right of recovery as a claimant under this policy.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/1/2012 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 7600006462121

Endorsement No.

of the Everest National Insurance Co.

(NAME OF INSURANCE COMPANY)

issued to American Asphalt South, Inc.

Premium (if any) \$

Wok-f

Authorized Representative

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

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE A WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION



COMMERCIAL EXCESS LIABILITY INSURANCE POLICY DECLARATIONS

Policy 924028C

Renewal Of: 924028B

Policy Period From: 12/31/11 to: 12/31/12 12:01 a.m. Standard Time at the insureds address shown below.

NAMED INSURED AND MAILING ADDRESS		PRODUCER NAME AND MAILING ADDRESS	
AMERICAN ASPHALT REPAIR PER NAMED INSURED ENDT. P O BOX 3376 HAYWARD CA 94540		INTERWEST INS SERVICES, INC. - ASDA (90T) 3636 AMERICAN RIVER DR 2ND SACRAMENTO CA 95864	

Form of Business: Individual Joint Venture Partnership Corporation Organization

Business Description: ASPHALT CONTRACTOR

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

Each Incident Limit: \$ 5,000,000

Aggregate Limit: \$ 5,000,000

PREMIUM

FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY

FPIC 4204 03 FPIC 66 04 03 MLO NI01 04 89

Countersigned By:

Date:

Authorized Representative

These declarations together with the schedule, coverage parts, policy conditions and endorsements, if any, issued to form a part thereof, complete this policy.

SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING INSURANCE:	LIMITS	INSURER	POLICY NUMBER	POLICY PERIOD
AUTO LIABILITY:				
Each Accident	\$ 1,000,000	FPIC	180632C	12/31/11 - 12/31/12
Non-Owned & Hired Auto Only	\$ 1,000,000	FPIC	180632C	12/31/11 - 12/31/12
GARAGE LIABILITY:				
Each Accident	\$ EXCLUDED			
Non-Owned & Hired Auto Only	\$ EXCLUDED			
GENERAL LIABILITY:				
General Aggregate	\$ 2,000,000	FPIC	180632C	12/31/11 - 12/31/12
Products / Completed Operations Aggregate	\$ 2,000,000			
Personal Injury / Advertising Injury	\$ 1,000,000			
Each Occurrence	\$ 1,000,000			
EMPLOYERS LIABILITY:				
Bodily Injury / Each Accident	\$ 1,000,000	EVEREST NTNL	7600006462112	01/01/12 - 01/01/13
Bodily Injury By Disease Policy Limit	\$ 1,000,000			
Bodily Injury By Disease Each Employee	\$ 1,000,000			
FARM LIABILITY:				
General Aggregate	\$ EXCLUDED			
Products / Completed Operations Aggregate	\$ EXCLUDED			
Personal Injury / Advertising Injury	\$ EXCLUDED			
Each Occurrence	\$ EXCLUDED			
OTHER LIABILITY (describe)				
	\$			
	\$			
	\$			
	\$			
	\$			

NOTICE:

This Excess policy does not apply to any loss that, under the terms of the underlying insurance, is subject to a limit less than the limits indicated in this schedule, whether by the terms of the underlying policy or an endorsement thereon.

EXAMPLE

(This generic example is for illustration purposes only. Please read your policy(ies) carefully to determine all coverages provided at lower limits than the policy limit.

Underlying General Liability (GL) Policy limits: \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

GL coverage endorsement limit: \$50,000

GL coverage endorsement loss amount: \$100,000

The endorsed General Liability policy will provide up to \$50,000 for the covered loss. The Excess Liability policy will provide no coverage for the loss as the \$50,000 coverage limit provided by the underlying (General Liability) policy is less than the underlying (General Liability) policy limit of \$1,000,000 / \$2,000,000.

NAMED INSURED ENDORSEMENT

Policy Number: 924028C

Company: FINANCIAL PACIFIC INSURANCE COMPANY

Policy Term: 12/31/2011 to 12/31/2012

It is agreed that the Named Insured shall read:

AMERICAN ASPHALT REPAIR & RESURFACING CO., INC.

AMERICAN ASPHALT SOUTH, INC.

ALLEN HENDERSON AND KIMBERLY HENDERSON LIVING TRUST

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If this policy is canceled for non-payment and not reinstated, the policy will be deemed canceled at the insured's request. All return premium on policies canceled at the insured's request will be made on a short rate basis using a 0.9 short rate factor.
7. If this policy is canceled for non-payment, we may require payment in full of all, or a portion of all, unpaid balances including future premium installments as a condition for reinstatement.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Premium Is Subject To Final Audit

We may examine and audit your books and records as they relate to this policy at any time during the policy

period and up to three years afterward. This policy is subject to audit. Any increase or decrease in payroll, receipts or subcontractor costs will result in a revision to your premium. Any audit premium due must be paid within thirty (30) days of receiving an invoice from the Company.

If legal action is required to collect audit premium or other premium under this policy, the prevailing party shall be entitled to reasonable attorney's fees.

D. Inspections and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public and we do not warrant that conditions:

1. Are safe or healthful; or
 2. Comply with laws, regulations, codes or standards.
- This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys reports or recommendations.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

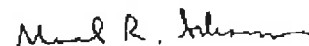
Your rights and duties under this policy may not be transferred without our written consent except on the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

In Witness, whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Randy A. Ramlo
President and Chief Executive Officer



Neal R. Scharmer
Corporate Secretary

Notice Pursuant to California Insurance Code Section 1063.14

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share. California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" with an amount will be displayed on your premium notice.

COMMERCIAL EXCESS LIABILITY COVERAGE 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 shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V)

Section I-Coverages

1. Insuring Agreement

- a. We will pay those sums, in excess of the total Limits of Underlying Insurance as shown in the Schedule of Underlying Insurance, that the insured becomes legally obligated to pay as damages because of injury or damage covered by the "underlying insurance," or which would be covered by the "underlying insurance" but for its "exhaustion."
- b. We will have the right to participate in the defense of claims or suits against the insured seeking damages because of injury or damage to which this insurance may apply. We will have a duty to defend suits only when the applicable limit of insurance of the "underlying insurance" has been "exhausted" by payment of judgments, settlements and any cost or expense subject to such limit.

This right or duty to defend is limited as set forth in paragraph 3 of this section.

- c. The amount we will pay for damages is limited as described in Section III - Limits of Insurance.
- d. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance," except:
 - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and/or
 - (2) With respect to any provisions to the contrary contained in this insurance. except:

2. Exclusions

The exclusions applicable to the "underlying insurance" also apply to this insurance.

Additionally, this insurance does not apply to:

- a. Damage by fire to premises rented to you.
- b. Any obligation to pay expenses under any medical payments coverage.
- c. Any obligation to reimburse an insurer as provided by the terms of the "Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980" or under the terms of any similar endorsement required by federal or state statute.
- d. Any obligation imposed by law under any automobile no-fault, uninsured motorist, underinsured motorist, workers compensation, disability benefits or unemployment compensation law or any similar law.
- e. Any liability arising out of the rendering of or failure to render any "professional services," other than those "professional services" shown in the Schedule of Underlying Insurance in the Declarations.
- f. Any liability arising out of or related in any way to lead poisoning, and we will have no duty of any kind with respect to any claim or suit which seeks, in whole or in part, damages or any other relief arising out of or related in any way to lead poisoning.
- g. Any loss that, under the terms of the underlying insurance, is subject to a limit less than the limits shown in the Schedule of Underlying Insurance, whether by the terms of the underlying policy or an endorsement thereon.

3. Defense of Claims or Suits

- a. When we have the duty to defend, we will pay for all "defense expense" incurred once our duty to defend begins.
If we exercise our right to defend when there is no duty, we will pay only that "defense expense" we incur.
If we provide a defense, we may investigate any claim or suit at our discretion. We may settle such claim or suit within the Limits of Insurance available at the time of the settlement.
- b. Our right or duty to defend ends when we have "exhausted" the Limits of Insurance available in the payment of any combination of judgments or settlements as provided under Section III - Limits of Insurance. This applies to suits pending at the time of "exhaustion" and those filed thereafter.
- c. When we control the defense of a claim or suit, we will pay for the "defense expense" we incur. If by mutual agreement or court order an insured assumes control before the applicable Limit of Insurance available is "exhausted," we will reimburse that insured for reasonable "defense expense."
- d. As soon as practicable after we become aware that a Limit of Insurance available is "exhausted":
 - (1) We will notify you of any outstanding claims and suits for which coverage has ended; and
 - (2) You will then arrange to assume control of the defense of all such claims and suits against you or any other insured when our right or duty to defend them ends.
- e. We will assist an insured in the transfer of control of the defense of claims and suits under c. or d. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:
 - (1) To avoid a default in any claim or suit; and/or
 - (2) To the continued defense of a claim or suit.You agree that if we take such steps:
 - (1) We do not waive or give up any of our rights under this insurance; and
 - (2) You will reimburse us for any "defense expense" that arises out of such steps if the applicable Limit of Insurance available has been "exhausted."

SECTION II - WHO IS AN INSURED

Any person qualifying as such under "underlying insurance."

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the terms of this insurance regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.
2. The Limit of Insurance stated as the Aggregate Limit is the most we will pay.
Each payment we make for such damages reduces by the amount of the payment the Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further expenses and damages of these kinds.
3. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance," the provisions contained in this policy apply.

1. **Appeals**
In the event the "underlying insurer" elects not to appeal a judgment in excess of the limits of the "underlying insurance," we may elect to make such appeal. If we so elect, we shall be liable for all "defense expenses" we incur.
2. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.
3. **Bankruptcy of Underlying Insurer**
In the event of bankruptcy or insolvency of any "underlying insurer," the insurance afforded by this policy shall not replace such "underlying insurance," but shall apply as if the "underlying insurance" was valid and collectable.

4. Duties in the Event of Incident, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "incident" which may result in a claim to which this insurance applies. To the extent possible notice should include:

- (1) How, when and where the "incident" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "incident."

Notice of an "incident" is not notice of a claim.

b. If a claim is received by any insured you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) See that we receive written notice of the claim as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- (5) Notify us immediately of any judgment or settlement of any claim or suit brought against any insured.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Maintenance of Underlying Insurance

a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement of that "underlying insurance" by the same or another company.

b. You must notify us immediately of any changes to the "underlying insurance." We may adjust our premium accordingly from the effective date of the change to the "underlying insurance."

c. Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect. You must notify us as soon as practicable when any "underlying insurance" is no longer in effect.

6. Other Insurance

This insurance is excess over any other valid collectable insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

7. Policy Period

This insurance will respond to bodily injury or property damage that occurs, or arises from a personal injury offense or advertising injury offense committed during the policy period of this insurance shown in the Declarations.

SECTION V - DEFINITIONS

1. "Aggregate limit" means the maximum amount stated in the policy for which the insurer will be liable, regardless of the number of covered claims.
2. "Defense expense" means payments allocated to a specific claim or suit that we defend for its investigation, settlement, or defense, including:
 - a. Attorney fees and all other litigation expenses.
 - b. The cost of bonds to appeal a judgment or award in any suit we defend.
 - c. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which bodily injury liability coverage provided by underlying insurance applies.
 - d. The cost of bonds to release attachments, but only for bond amounts within the Limit of Insurance available.
 - e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
- f. Cost taxed against the insured in the suit.
- g. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgments under the provisions of Section III - Limits of Insurance.

- h. Prejudgment interest awarded against the insured.
- "Defense expense" does not include:
- a. Salaries and expenses of our employees or the insured's employees, other than:
 - (1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or suit; and
 - (2) The expenses described in e. above.
 - b. Fees and expenses of independent adjusters we hire.
3. "Exhausted" means used up by payment of the entire applicable limits of "underlying insurance" in payment of claims under the policy.
 4. "Exhaustion" means using up by payment of the entire applicable limits of "underlying insurance" in payment of claims under the policy.
 5. "Incident" means:
 - a. With respect to bodily injury to persons other than your employees and property damage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
 - b. With respect to bodily injury to your employees arising out of and in the course of their employment by you, the accident or disease which causes the bodily injury; and
 - c. With respect to offenses committed by the insured resulting in personal injury or advertising injury all such injury sustained by any one person or organization.
 6. "Professional services" includes but is not limited to:
 - a. Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
 - b. Any other health service or treatment;
 - c. Any cosmetic or tonsorial service or treatment;
 - d. Any legal, accounting, advertising, computer programming, counseling, engineering, surveying, drafting or architectural services; or
 - e. Acts or omissions of your directors and officers.
 7. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Declarations, for the limits and periods indicated. It includes any policies issued to replace those policies during the term of this insurance that provide:
 - a. At least the same policy limits;
 - b. The same hazards insured against, except as modified by general program revisions or as agreed to by us in writing; and
 It includes only policies shown in the Declarations or endorsed onto this policy.
 8. "Underlying insurer" means any insurer who issues a policy of "underlying insurance."
 9. "Underlying policy" means a policy providing "underlying insurance."

Company Profile

FINANCIAL PACIFIC INSURANCE COMPANY

PO BOX 292220
SACRAMENTO, CA 95829-2220
800-371-8067

Former Names for Company

Old Name: M. L. OATES INSURANCE COMPANY

Effective Date: 12-30-1993

Agent for Service of Process
MARY BIANCO, 3880 ATHERTON ROAD ROCKLIN, CA 95765
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	31453
NAIC Group #:	0248
California Company ID #:	3132-8
Date authorized in California:	December 31, 1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

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Company Profile

EVEREST NATIONAL INSURANCE COMPANY

477 MARTINSVILLE ROAD
LIBERTY CORNER, NJ 07938-0830
800-438-4375

Former Names for Company

Old Name: PRUDENTIAL NATIONAL INSURANCE COMPANY
Old Name: DRYDEN GUARANTY INSURANCE COMPANY

Effective Date: 06-17-1996
Effective Date: 10-20-1993

Agent for Service of Process

NANCY CARAVACA, 1111 BROADWAY SUITE 2050 OAKLAND, CA 94607
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	10120
NAIC Group #:	<u>1120</u>
California Company ID #:	3138-5
Date authorized in California:	March 02, 1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

Lines of Insurance Authorized to Transact

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