

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

605A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 29, 2013

SUBJECT: Fiscal Year 2012/2013 Slurry Seal Project at Various Locations in the 4th and 5th Supervisorial Districts

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of American Asphalt South, Inc. of Fontana, CA in the amount of \$1,163,915; and
2. Award the contract to that firm and authorize the Chairman of the Board of Supervisors to execute the contract documents.



Juan C. Perez
Director of Transportation and Land Management

JCP:jrj:rr
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,163,915	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

SOURCE OF FUNDS: GAS TAX (AB8 9 MAR 2010 NEW HUTA) (100%) There are no General Funds used in this project.	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

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHAL L. VICTOR
DATE: 8/13/13

Departmental Concurrence

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

Prev. Agn. Ref. 6/18/13, Item 3-62 | **District:** 4/4, 5/5 | **Agenda Number:**

3-84

The Honorable Board of Supervisors

RE: Fiscal Year 2012/2013 Slurry Seal Project at Various Locations in the 4th and 5th
Supervisory Districts

August 29, 2013

Page 2 of 2

BACKGROUND: By Minute Order dated June 18, 2013 (Agenda Item 3-62), the Board of Supervisors authorized the Clerk of the Board to advertise the Slurry Seal Project for Fiscal Year 2012/2013. This is a regular preventative maintenance project performed to extend the pavement life of various suitable roads in Riverside County. For construction delivery efficiency, the slurry seal program has been divided into two groups. The first group will include various streets located within Coachella Valley, Nuevo, and Cherry Valley and are included in this award package. Construction of this group is expected to occur between September and October 2013.

The second group will include various streets within west and southwest Riverside County and will be submitted to the Board of Supervisors at a later date. Construction for the second group is expected to start in March/April 2014.

The specific roads and limits for the first group are listed in Attachment "1."

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 p.m., Wednesday, July 10, 2013. Five bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by American Asphalt South, Inc. of Fontana, CA in the amount of \$1,163,915, which is \$70,085 (5.7%) below the Engineer's Estimate.

This project includes road cleaning, crack repairs, slurry seal treatment, installation of new thermoplastic crosswalks, pavement markings, and raised pavement markers. All roads will be swept several times, at specified intervals, after the slurry has been applied.

The contractor is qualified

The contractor has executed the contract and has provided performance and payment bond documents, which meet the requirements of the contract.

Project Numbers: C3-0009 and C3-0010

Attachment "A"

Riverside County Transportation Department

Project:	SLURRY SEAL PROJECT - FY 2012/2013		
Project No.(s):	4TH DISTRICT - WO C3-0009 5TH DISTRICT - WO C3-0010	Expenses as of: 7/29/2013	

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	524		1,000	2,000	1,000
Design	11,249	6,000	18,000	7,000	18,000
Right-of-way					
Utilities					
Construction		1,163,915			
Construction Contingency 5.0%		59,000	1,223,000	1,633,000	1,223,000
Construction Engineering & Inspection 12.7%	6,469	141,000	148,000	53,000	148,000
Construction Survey 0.9%		10,000	10,000	8,000	10,000
Totals:	18,242	1,379,915	1,400,000	1,703,000	1,400,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	GAS TAX (ABX8 9 MAR 2010 NEW HUTA)	1,703,000	1,400,000
Totals		1,703,000	1,400,000

Comments

Updated with American Asphalt South Inc. unit costs per July 10, 2013 bid.

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:	American Asphalt South, Inc.
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Minority Status:

- M W DV None

Vendor/Lessor Location:	Fontana, CA
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Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$1,163,915.00 to \$1,352,000.00
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$1,163,915.00 to \$1,352,000.00

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

Slurry Seal Program FY 2012/2013: District 4 and District 5

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 (SS1)

90B	5	16	NANCY AVE	ORCHARD ST	246' N JENNI LISA CT	1,630	28	5,071	SS1
90B	5	16	JENNI LISA CT	NANCY AVE	538' E NANCY AVE	538	32	1,913	SS1
99A	5	14	CROWN PRINCESS CT	623' S ELVIRA DR	359' N ELVIRA DR	982	36	3,928	SS1
99A	5	14	ELVIRA DR	CROWN PRINCESS CT	ROSARY AVE	408	36	1,632	SS1
207B	4	19	ANCHOVY RD	PEDRO BUFF DR	MAROON TOWN RD	429	35	1,668	SS1
207B	4	19	BALACLAVA DR	SAVANNA LA MAR DR	732' N SAVANNA LA MAR DR	732	31	2,521	SS1
207B	4	19	BEADLING RD	SAVANNA LA MAR DR	EWARTON RD	332	36	1,328	SS1
207B	4	19	BROWNSTOWN DR	ORCABESSA DR	EWARTON RD	866	32	3,079	SS1
207B	4	19	EWARTON RD	BROWNSTOWN DR	LIMA HALL RD	517	35	2,011	SS1
207B	4	19	EWARTON RD	LIMA HALL RD	ALLIGATOR POND RD	1,131	36	4,524	SS1
207B	4	19	FRONT HALL RD	42ND AVE	618' N 42ND AVE	618	35	2,403	SS1
207B	4	19	FRONT HALL RD	618' N 42ND AVE	EWARTON RD	493	36	1,972	SS1
207B	4	19	LIMA HALL RD	42ND AVE	ORCABESSA DR	262	38	1,106	SS1
207B	4	19	LUANNA POINT DR	SAVANNA LA MAR DR	BALACLAVA DR	724	31	2,494	SS1
207B	4	19	MAROON TOWN RD	SAVANNA LA MAR DR	ANCHOVY RD	981	35	3,815	SS1
207B	4	19	MONEAQUE RD	337' N ORCABESSA DR	EWARTON RD	494	28	1,537	SS1
207B	4	19	MONEAQUE RD	ORCABESSA DR	337' N ORCABESSA DR	337	31	1,161	SS1
207B	4	19	ORCABESSA DR	BROWNSTOWN DR	FRONT HALL RD	1,261	35	4,904	SS1
207B	4	19	PEDRO BUFF DR	MAROON TOWN RD	951' N MAROON TOWN RD	951	33	3,487	SS1
207B	4	19	PETERSFIELD RD	332' N ORCABESSA DR	EWARTON RD	499	28	1,552	SS1
207B	4	19	PETERSFIELD RD	ORCABESSA DR	332' N ORCABESSA DR	332	31	1,144	SS1
207B	4	19	PORUS CT	LUANNA POINT DR	132' E LUANNA POINT DR	132	32	469	SS1
207B	4	19	SAINT ANNES BAY DR	ORCABESSA DR	EWARTON RD	820	31	2,824	SS1
218	4	19	CECIL ST	ELLA AVE	615' N ELLA AVE	615	33	2,255	SS1
218	4	19	ELLA AVE	88' E RUE MARANDE	CALHOUN ST	2,268	24	6,048	SS1
218	4	19	ELLA AVE	JACKSON ST	88' E RUE MARANDE	395	34	1,492	SS1
218	4	19	ROSA AVE	CALHOUN ST	RUE MARANDE	2,308	35	8,976	SS1
218	4	19	RUE CHATEAU	RUE MONTIGNY	RUE MARNE	600	32	2,133	SS1
218	4	19	RUE MARANDE	RUE PARAY	748' N RUE PARAY	748	35	2,909	SS1
218	4	19	RUE MARLENE	RUE CHATEAU	174' N RUE CHATEAU	174	36	696	SS1
218	4	19	RUE MONTIGNY	RUE CHATEAU	ELLA AVE	370	32	1,316	SS1
218	4	19	RUE PARAY	JACKSON ST	RUE MARNE	1,147	33	4,206	SS1
TOTAL SLURRY SEAL TYPE 1						24,094	LF	86,574	SY

SLURRY SEAL TYPE 1 over SCRUB SEAL (SIS)

90B	5	16	ALFRED CIR	MOUNTAIN VIEW AVE	527' W MOUNTAIN VIEW AVE	527	32	1,874	SIS
90B	5	16	BING PL	NAPOLEON ST	245' E NAPOLEON ST	245	29	789	SIS
90B	5	16	KENNETH CT	RALPH RD	346' E RALPH RD	346	29	1,115	SIS
90B	5	16	LAMBERT PL	NAPOLEON ST	245' E NAPOLEON ST	245	29	789	SIS
90B	5	16	LEWIS CT	RALPH RD	348' E RALPH RD	348	29	1,121	SIS
90B	5	16	NAPOLEON ST	HIGH ST	632' N HIGH ST	632	33	2,317	SIS
90B	5	16	RALPH RD	VINELAND ST	636' N VINELAND ST	636	33	2,332	SIS
90B	5	16	SKY LN	VIEW DR	ORCHARD ST	371	29	1,195	SIS
90B	5	16	STAR LN	VIEW DR	ORCHARD ST	384	29	1,237	SIS
90B	5	16	VIEW DR	STAR LN	382' W STAR LN	382	29	1,231	SIS
99A	5	14	BIRDY CT	OLIVAS AVE	540' E OLIVAS AVE	540	33	1,980	SIS
99A	5	14	ELVIRA DR	621' E RAMONA AVE	847' E RAMONA AVE	226	36	904	SIS
99A	5	14	ELVIRA DR	RAMONA AVE	621' E RAMONA AVE	621	36	2,484	SIS
99A	5	14	HARLEY CT	OLIVAS AVE	538' E OLIVAS AVE	538	33	1,973	SIS
99A	5	14	JARRELL CT	OLIVAS AVE	541' E OLIVAS AVE	541	33	1,984	SIS
99A	5	14	OLIVAS AVE	CENTRAL AVE	JARRELL CT	1,758	31	6,055	SIS
99A	5	14	RAMONA AVE	CENTRAL AVE	NUEVO RD	2,619	32	9,312	SIS
99A	5	14	ULLER LN	OLIVAS AVE	518' E OLIVAS AVE	518	27	1,554	SIS
99C	5	14	BEDROCK CT	MENIFEE RD	502' E MENIFEE RD	502	36	2,008	SIS
99C	5	14	COBBLESTONE ST	PEBBLESTONE DR	OLIVAS AVE	1,036	36	4,144	SIS
99C	5	14	FLINTSTONE CT	PEBBLESTONE DR	262' E PEBBLESTONE DR	262	36	1,048	SIS
99C	5	14	LAVA WAY	SAN JACINTO AVE	SLUMPSTONE ST	417	36	1,668	SIS
99C	5	14	OBSDIAN CT	OLIVAS AVE	502' W OLIVAS AVE	502	36	2,008	SIS
99C	5	14	OLIVAS AVE	SAN JACINTO AVE	1630' N SAN JACINTO AVE	1,630	30	5,433	SIS
99C	5	14	PEBBLESTONE DR	BEDROCK CT	COBBLESTONE ST	620	36	2,480	SIS
99C	5	14	SAN JACINTO AVE	OLIVAS AVE	MENIFEE RD	1,286	18	2,572	SIS
99C	5	14	SLUMPSTONE ST	LAVA WAY	OLIVAS AVE	1,025	36	4,100	SIS

ATTACHMENT "1"

Slurry Seal Program FY 2012/2013: District 4 and District 5

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.	
				From	To					
174	A	4	18	CALLE CASITA	FAIRWAY RD	GOLDEN WEST DR	724	26	2,092	SIS
174	A	4	18	CAMINO MIRASOL DR	FAIRWAY RD	MORNINGSIDE DR	684	33	2,508	SIS
174	A	4	18	COUNTRY CLUB DR	EL SEGUNDO WAY	S COUNTRY CLUB DR / W	1,004	26	2,900	SIS
174	A	4	18	COUNTRY CLUB DR	N COUNTRY CLUB DR / E	VISTA CERRO DR	1,112	26	3,212	SIS
174	A	4	18	CRESTVIEW DR	COUNTRY CLUB DR / W	VISTA DEL SOL	556	31	1,915	SIS
174	A	4	18	CRESTVIEW DR	VISTA DEL SOL	COUNTRY CLUB DR / E	1,492	31	5,139	SIS
174	A	4	18	CRESTWOOD DR	CALLE CASITA	EL SEGUNDO WAY	655	30	2,183	SIS
174	A	4	18	DESERT CREST AVE	DILLON RD	PARKSIDE DR	764	57	4,839	SIS
174	A	4	18	DESERT CREST AVE	PARKSIDE DR	S COUNTRY CLUB DR	712	57	4,509	SIS
174	A	4	18	EAST LAKE CT	PARKSIDE DR	235' E PARKSIDE DR	235	29	757	SIS
174	A	4	18	EAST SIDE CT	VISTA CERRO DR	276' W VISTA CERRO DR	276	29	889	SIS
174	A	4	18	EL SEGUNDO WAY	CRESTWOOD DR	COUNTRY CLUB DR / W	618	29	1,991	SIS
174	A	4	18	FAIRWAY RD	64' E GREENWAY CT	CAMINO MIRASOL DR	1,428	35	5,553	SIS
174	A	4	18	FAIRWAY RD	CALLE CASITA	64' E GREENWAY CT	449	35	1,746	SIS
174	A	4	18	GOLDEN WEST DR	530' NW CALLE CASITA	485' SE CALLE CASITA	1,015	31	3,496	SIS
174	A	4	18	GREENWAY CT	FAIRWAY RD	384' N FAIRWAY RD	384	31	1,323	SIS
174	A	4	18	LAKESIDE CT	FAIRWAY RD	366' N FAIRWAY RD	366	31	1,261	SIS
174	A	4	18	MIDPARK DR	COUNTRY CLUB DR / W	COUNTRY CLUB DR / E	2,685	31	9,248	SIS
174	A	4	18	MORNINGSIDE DR	436' SW SUNRISE RD	436' NE SUNRISE RD	872	29	2,810	SIS
174	A	4	18	NO COUNTRY CLUB DR	S COUNTRY CLUB DR / W	S COUNTRY CLUB DR / E	1,007	35	3,916	SIS
174	A	4	18	PARKSIDE DR	COUNTRY CLUB DR / W	COUNTRY CLUB DR / E	3,302	35	12,841	SIS
174	A	4	18	POOLSIDE DR	COUNTRY CLUB DR / W	COUNTRY CLUB DR / E	1,466	31	5,050	SIS
174	A	4	18	SO COUNTRY CLUB DR	N COUNTRY CLUB DR / W	N COUNTRY CLUB DR / E	1,023	35	3,978	SIS
174	A	4	18	SUNRISE RD	FAIRWAY RD	S COUNTRY CLUB DR	1,494	35	5,810	SIS
174	A	4	18	VALLEY VIEW DR	VISTA CERRO DR	CAMINO MIRASOL DR	800	26	2,311	SIS
174	A	4	18	VISTA CERRO DR	VALLEY VIEW DR	COUNTRY CLUB DR / E	588	26	1,699	SIS
174	A	4	18	VISTA DEL SOL	FAIRWAY RD	S COUNTRY CLUB DR	1,520	35	5,911	SIS
174	A	4	18	WESTWOOD CT	PARKSIDE DR	143' W PARKSIDE DR	143	39	620	SIS
207	B	4	19	ALLIGATOR POND RD	489' N SAVANNA LA MAR DR	SOPHIA CIR	144	18	288	SIS
207	B	4	19	ALLIGATOR POND RD	EWARTON RD	489' N SAVANNA LA MAR DR	138	34	521	SIS
207	B	4	19	ALLIGATOR POND RD	SAVANNA LA MAR DR	EWARTON RD	351	34	1,326	SIS
207	B	4	19	ALLIGATOR POND RD	SOPHIA CIR	270' N SOPHIA CIR	270	18	540	SIS
207	B	4	19	CALICO GLEN DR	YUCCA LN	539' W YUCCA LN	539	28	1,677	SIS
207	B	4	19	CALICO GLEN DR	YUCCA LN	596' E YUCCA LN	596	28	1,854	SIS
207	B	4	19	DESERT MOUNTAIN CIR	YUCCA LN	536' W YUCCA LN	536	28	1,668	SIS
207	B	4	19	DESERT MOUNTAIN CIR	YUCCA LN	586' E YUCCA LN	586	28	1,823	SIS
207	B	4	19	LIMA HALL RD	620' N 42ND AVE	EWARTON RD	488	35	1,898	SIS
207	B	4	19	LIMA HALL RD	ORCABESSA DR	620' N 42ND AVE	358	38	1,512	SIS
207	B	4	19	SOMBRERO CT	YUCCA LN	536' W YUCCA LN	536	28	1,668	SIS
207	B	4	19	YUCCA LN	42ND AVE	675' S 42ND AVE	675	37	2,775	SIS
207	B	4	19	YUCCA LN	675' S 42ND AVE	CALICO GLEN DR	513	36	2,052	SIS
218		4	19	ALVARADO AVE	JACKSON ST	WADE ST	1,136	35	4,418	SIS
218		4	19	BECKMAN DR	JACKSON ST	670' W JACKSON ST	670	19	1,414	SIS
218		4	19	MAJENTA LN	SUN SWEEP ST	WADE ST	853	31	2,938	SIS
218		4	19	PERSIMMON LN	SUN SWEEP ST	WADE ST	889	28	2,766	SIS
218		4	19	RUE MARNE	RUE PARAY	ELLA AVE	535	33	1,962	SIS
218		4	19	SANDRA DR	JACKSON ST	570' W JACKSON ST	570	35	2,217	SIS
218		4	19	SUN SWEEP ST	115' S ALVARADO AVE	PERSIMMON LN	325	31	1,119	SIS
218		4	19	SUN SWEEP ST	ALVARADO AVE	115' S ALVARADO AVE	115	35	447	SIS
218		4	19	WADE ST	419' S RUE PARAY	PERSIMMON LN	319	31	1,099	SIS
218		4	19	WADE ST	RUE PARAY	419' S RUE PARAY	419	35	1,629	SIS
230		4	19	64TH AVE	LINCOLN AVE	1281' E LINCOLN AVE	1,281	30	4,270	SIS
230		4	19	CIELO CT	SONRISA WAY	410' E SONRISA WAY	410	28	1,276	SIS
230		4	19	FUCHSIA CT	MIRAVILLA WAY	408' E MIRAVILLA WAY	408	28	1,269	SIS
230		4	19	GARDENIA CT	LINCOLN ST	568' E LINCOLN ST	568	28	1,767	SIS
230		4	19	LAS FLORES WAY	64TH AVE	MIRAVILLA WAY	461	32	1,639	SIS
230		4	19	LAS SERENAS	64TH AVE	SONRISA WAY	525	32	1,867	SIS
230		4	19	LUNARIA CT	MIRAVILLA WAY	409' E MIRAVILLA WAY	409	28	1,272	SIS
230		4	19	MIRAVILLA WAY	LAS FLORES WAY	GARDENIA CT	722	32	2,567	SIS
230		4	19	PAINTED CANYON CT	SONRISA WAY	418' E SONRISA WAY	418	28	1,300	SIS
230		4	19	SONRISA WAY	PAINTED CANYON CT	LAS SERENAS	752	32	2,674	SIS
230		4	19	VISTA CT	SONRISA WAY	409' E SONRISA WAY	409	28	1,272	SIS
TOTAL SLURRY SEAL TYPE 1 over SCRUB SEAL							64,055	LF	227,002	SY

ATTACHMENT "1"

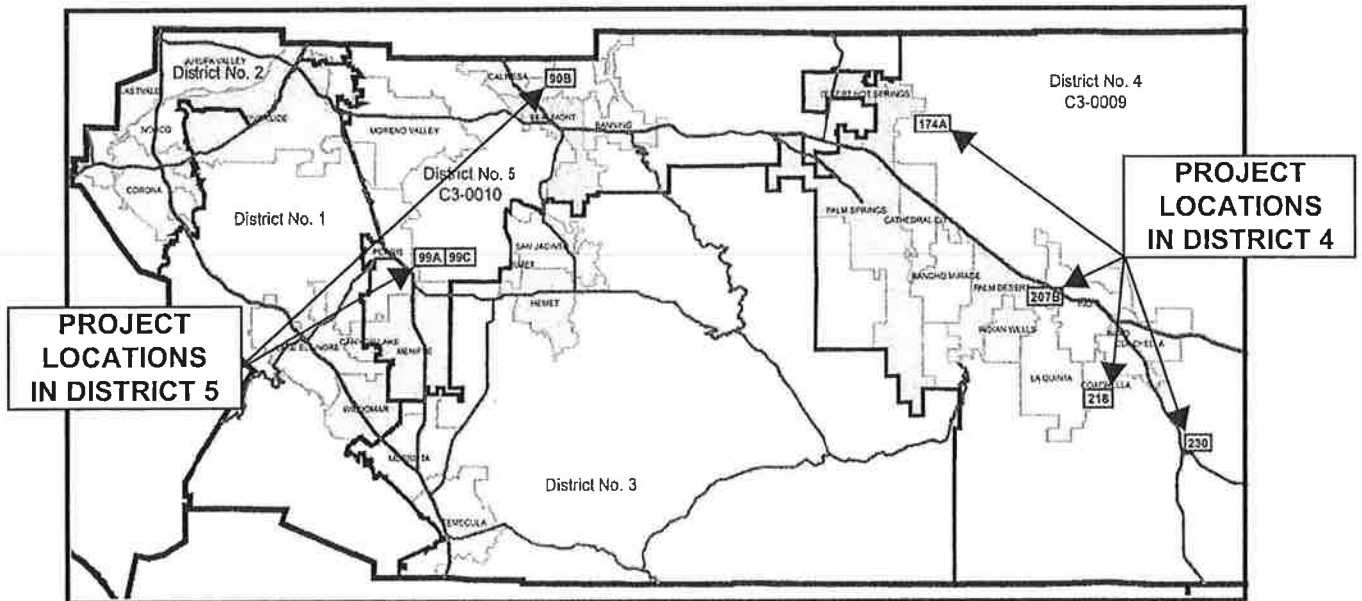
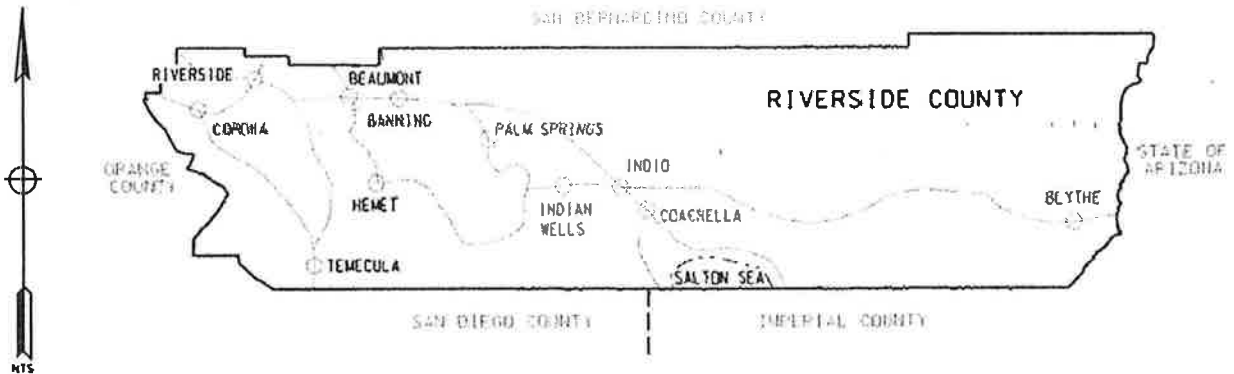
COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

SLURRY SEAL PROJECT

FOR FISCAL YEAR 2012/2013

DISTRICT 4
PROJECT No. C3-0009

DISTRICT 5
PROJECT No. C3-0010



XXX ROAD BOOK PAGE NUMBERS ON MAP INDICATE PROJECTS LOCATIONS
(SEE PLANS FOR A COMPLETE LIST OF STREETS)

VICINITY MAP

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project For Fiscal Year 2012/2013, Districts 4 & 5

Advertised: June 18, 2013 (Agenda Item: 3.62)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 10, 2013

PROJECT No. C3-0009, C3-0010

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	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	77,000.00	77,000.00	75,000.00	75,000.00
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	11,000.00	11,000.00	7,250.00	7,250.00
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	310	900.00	279,000.00	490.00	151,900.00
4	375022	SCREENINGS (MEDIUM)	SQYD	228,000	1.50	342,000.00	1.65	376,200.00
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	1,800	230.00	414,000.00	240.28	432,504.00
6	377501	SLURRY SEAL (TYPE 1)	TON	450	230.00	103,500.00	245.08	110,286.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	0.40	1,000.00	0.85	2,125.00
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,400	4.00	5,600.00	5.00	7,000.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	6.00	900.00	11.00	1,650.00
PROJECT TOTAL						1,234,000.00		1,163,915.00
ITEMS 1 - 9								

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	
					2			
					Pavement Coatings Co. Jurupa Valley, CA 91752			
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	92,850.00	92,850.00	108,500.00	108,500.00
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	7,365.00	7,365.00	12,650.00	12,650.00
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	310	1,033.00	320,230.00	886.00	274,660.00
4	375022	SCREENINGS (MEDIUM)	SQYD	228,000	0.94	214,320.00	1.50	342,000.00
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	1,800	246.00	442,800.00	220.00	396,000.00
6	377501	SLURRY SEAL (TYPE 1)	TON	450	246.00	110,700.00	220.00	99,000.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	1.88	4,700.00	0.40	1,000.00
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,400	5.38	7,532.00	3.50	4,900.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	12.90	1,935.00	5.80	870.00
PROJECT TOTAL						1,202,432.00		1,239,580.00
ITEMS 1 - 9								
					3			
					Wheeler Paving Inc. Riverside, CA 92509			

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project For Fiscal Year 2012/2013, Districts 4 & 5

Advertised: June 18, 2013 (Agenda Item: 3.62)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 10, 2013

PROJECT No. C3-0009, C3-0010

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					VSS International West Sacramento, CA 95798	BID ESTIMATE	All American Asphalt Corona, CA 92878	BID ESTIMATE
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	67,554.00	67,554.00	121,960.00	121,960.00
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	9,630.00	9,630.00	32,000.00	32,000.00
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	310	655.00	203,050.00	470.00	145,700.00
4	375022	SCREENINGS (MEDIUM)	SQYD	228,000	1.67	380,760.00	1.60	364,800.00
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	1,800	261.92	471,456.00	302.00	543,600.00
6	377501	SLURRY SEAL (TYPE 1)	TON	450	261.92	117,864.00	306.00	137,700.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	0.76	1,900.00	0.40	1,000.00
8	840619	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,400	4.59	6,426.00	3.10	4,340.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	10.20	1,530.00	6.00	900.00
PROJECT TOTAL						1,260,170.00		1,352,000.00
ITEMS 1 - 9								

Contract

THIS CONTRACT 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".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Slurry Seal Project for Fiscal Year 2012/2013, District 4, Project No. C3-0009, District 5, Project No. C3-0010**, 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 Construction Contract, (b) The Notice Inviting Bids, (c) The Instruction to Bidders, (d) The Bid, (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 and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda (**None**), (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 Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks 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.

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

The Contractor shall begin work within five (5) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

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

- A. 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.
- B. 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.
- C. 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 2012/2013

District 4, Project No. C3-0009

District 5, Project No. C3-0010

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID:						
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	75,000.00	75,000.00
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	7,250.00	7,250.00
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	310	490.00	151,900.00
4	375022	SCREENINGS (MEDIUM)	SQYD	228,000	1.65	376,200.00
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	1,800	240.28	432,504.00
6	377501	SLURRY SEAL (TYPE 1)	TON	450	245.08	110,286.00
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,500	0.85	2,125.00
8	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,400	5.00	7,000.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	150	11.00	1,650.00

PROJECT

TOTAL: One million, one hundred sixty three thousand, nine hundred fifteen dollars and zero cents **\$1,163,915.00**

ITEMS 1-9

"WORDS"

Slurry Seal Project for Fiscal Year 2012/2013

District 4,
Project No. C3-0009

District 5
Project No. C3-0010

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

COUNTY OF RIVERSIDE

American Asphalt South, Inc.

BY: _____

Chairman, Board of Supervisors

BY: Jeff Petty

Jeff Petty

TITLE: Vice President

(If Corporation, affix Seal)

DATED: _____

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

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 8/13/13
MARSHALL VICTOR DATE

BY _____

"County"

"Corporation"
(Seal)

**MINUTES OF THE 2013 ANNUAL MEETING
OF THE BOARD OF DIRECTORS OF
AMERICAN ASPHALT SOUTH, INC.**

The 2013 annual meeting of the Board of Directors of American Asphalt South, Inc., a California corporation (hereinafter referred to as the "Corporation"), was held in Fontana, California, on January 7, 2013, commencing immediately after the 2012 annual meeting of the shareholders of the Corporation. Said 2013 annual meeting of the Board of Directors was held for the purpose of electing officers of the Corporation, considering reports of the affairs of the Corporation, and transacting other business within the powers of the Board of Directors.

1. CALL TO ORDER-CHAIRMAN AND SECRETARY

The meeting was called to order by Allan A. Henderson, Chairman of the Board of Directors of the Corporation. Lyle Stone, the Corporate Secretary, acted as secretary of the meeting and recorded the minutes. Mr. Henderson then noted that at the 2012 annual meeting of the shareholders of the Corporation, which annual meeting had just concluded, that Allan A. Henderson, Kimberly L. Henderson and Jeffery R. Petty had been re-elected as members of the Corporation's Board of Directors, all to serve as such until the 2014 annual meeting of the shareholders of this Corporation.

2. VALIDITY OF MEETING

Notice of the date of this meeting is stated in the By-laws of this Corporation, specifically Section 3.6. All Directors present agreed that this is a valid meeting of the Board of Directors.

3. DIRECTORS PRESENT

The following Directors were present: Allan A. Henderson, Kimberly L. Henderson and Jeffrey R. Petty. The following Director(s) were absent: None.

4. ELECTION OF CHAIRMAN

Allan A. Henderson was then unanimously re-elected to serve as the Chairman of the Board of Directors until the 2014 annual meeting.

5. APPROVAL OF PRIOR MINUTES

The Chairman then presented to the meeting the minutes of the January 20, 2012 annual meeting of the Board of Directors of this Corporation, which are in the form of a written action. Said minutes were unanimously approved and all actions taken therein unanimously ratified.

6. NOMINATION AND ELECTION OF OFFICERS

The Chairman then called for nominations for the officers of the Corporation to serve for one year until the next annual Board of Directors meeting and until their successors are elected and qualified. The following persons were nominated for the offices designated beside his or her name:

Allan A. Henderson	- President
Jeff Petty	- Vice President
Lyle Stone	- Secretary
Allan A. Henderson	- Chief Executive Officer

The Chairman called for further nominations but none was made. The above persons were unanimously elected to the offices to which he had been nominated. Furthermore, all elected officers are duly authorized to sign documents on behalf of the corporation.

6. ADJOURNMENT

There being no further business, the meeting was adjourned.



Lyle Stone
Corporate Secretary

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 2012/2013, District 4, Project No. C3-0009, District 5, Project No. C3-0010.**

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 **\$1,163,915.00 (One million, one hundred sixty three thousand, nine hundred fifteen 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 this 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 _____

Title _____

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are **American Asphalt South, Inc.**, 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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,163,915.00 (One million, one hundred sixty three thousand, nine hundred fifteen dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Slurry Seal Project for Fiscal Year 2012/2013, District 4, Project No. C3-0009, District 5, Project No. C3-0010.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
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 executed the same in his authorized capacities, and that by his 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. All signatures must be acknowledged. (Attach acknowledgements).

Bond No. 12100633
Premium: \$6,820

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 2012/2013, District 4, Project No. C3-0009, District 5, Project No. C3-0010.**
2. The Guarantee Company of North America USA, a 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 **\$1,163,915.00 (One million, one hundred sixty three thousand, nine hundred fifteen 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 this 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 July 25, 2013
American Asphalt South, Inc.

By *Jeff Petty*
Jeff Petty, Vice President

By *Lyle Stone*
Lyle Stone, Secretary

The Guarantee Company of North America USA

By *Jennifer Lelouarn*

Type Name Jennifer Lelouarn

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

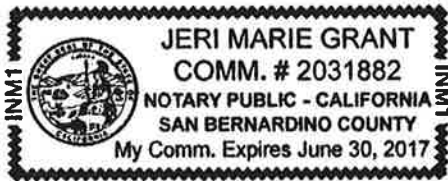
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On July 26, 2013 before me, Jeri Marie Grant - Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared 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.
Jeri Marie Grant
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: _____



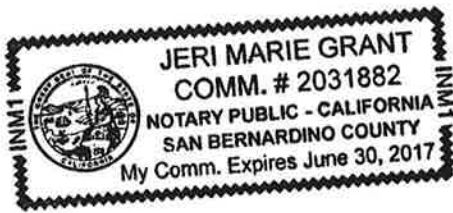
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } SS.

On July 26, 2013 before me, Jeri Marie Grant - Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone
Name(s) of Signer(s)

I 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.

Jeri Marie Grant
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

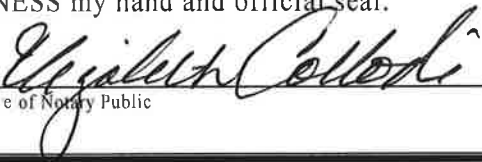
On July 25, 2013 before me, Elizabeth Collodi, Notary Public
(Here insert name and title of the officer)

personally appeared Jennifer Lelouarn

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

Performance Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 07/25/13

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

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



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 Colodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Jennifer Lelouarn
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 Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. 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 6th day of December 2011, 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 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 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



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
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.

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 25th day of July, 2013

Randall Musselman, Secretary

Company Profile

GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

ONE TOWNE SQUARE, SUITE 1470
SOUTHFIELD, MI 1470

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](#)

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Bond No. 12100633

Premium: Included in Performance Bond Amount

Payment Bond

(Public Works - Civil Code §9550 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 **\$1,163,915.00 (One million, one hundred sixty three thousand, nine hundred fifteen dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Slurry Seal Project for Fiscal Year 2012/2013, District 4, Project No. C3-0009, District 5, Project No. C3-0010.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 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: July 29, 2013

American Asphalt South, Inc.

Original Contractor – Principal

The Guarantee Company of North America USA
Surety

By Jeff Petty Lyle Stone
Jeff Petty Lyle Stone

By Jennifer Lehouan
Jennifer Lehouan
Its Attorney In Fact

Title Vice President Secretary

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
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 executed the same in his authorized capacities, and that by his 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 All-Purpose Acknowledgment, Complies with Civil Code 1189(a)(1)

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 July 26, 2013 before me, Jeri Marie Grant - Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared 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.
Jeri Marie Grant
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 ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On July 26, 2013 before me, Jeri Marie Grant - Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone
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.

Jeri Marie Grant
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: _____

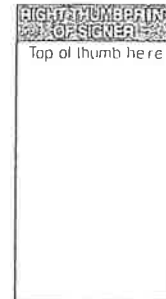
Signer(s) Other Than Named Above: _____

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

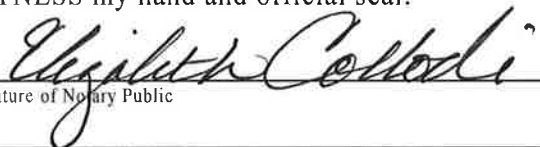
On July 25, 2013 before me, Elizabeth Collodi, Notary Public
(Here insert name and title of the officer)

personally appeared Jennifer Lelouarn

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 07/25/13

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

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



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 Colodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Jennifer Lelouarn
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 Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. 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 6th day of December 2011, 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 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 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



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
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.

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 25th day of July, 2013

Randall Musselman, Secretary

Company Profile

GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

ONE TOWNE SQUARE, SUITE 1470
SOUTHFIELD, MI 48034

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](#)

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