

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



924 A

FORM APPROVED COUNTY COUNSEL  
BY: Marshall Victor 5/19/10 DATE

**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
May 26, 2010

**SUBJECT:** Resurfacing of Van Buren Boulevard from Clay Street to Limonite Avenue and associated improvements, Pedley Area.

**RECOMMENDED MOTION:** That the Board accept the low bid of All American Asphalt of Corona CA, in the amount of \$595,769. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

**BACKGROUND:** By Minute Order dated March 2, 2010 (agenda item 3.22) the Board authorized the Clerk of the Board to advertise for the Resurfacing of Van Buren Boulevard from Clay Street to Limonite Avenue and associated improvements, Pedley Area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, March 31, 2010. Six bids were received. The Transportation Department's established basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest and best total

Juan C. Perez  
Director of Transportation

JCP:jj:sb:  
(Continued On Attached Pages)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 595,769	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

<b>SOURCE OF FUNDS:</b> Measure A /Western (49.57%), Proposition 1B (State bond funds- Local Roads) (50.43%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit  
Date: June 8, 2010  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board

BY:   
Deputy

Prev. Agn. Ref. 3/2/10 item 3.22 | District: 2 | Agenda Number:

3.68

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



The Honorable Board of Supervisors

RE: Resurfacing of Van Buren Boulevard from Clay Street to Limonite Avenue and associated improvements, Pedley Area.

May 26, 2010

Page 2 of 2

bid was submitted by All American Asphalt of Corona CA, in the amount of \$595,769. The bid is \$256,231 (30%) below the Engineer's Estimate.

This portion of Van Buren Boulevard is in extreme need of repair. South of Studio Place, the fencing and some private property improvements are frequently damaged by vehicles running off the road. A new guard rail will be installed in this area, adjacent to the southbound lanes to help prevent this type of damage. As an additional safety improvement, rumble strips will be provided along the shoulder as well as new raised payment markers.

The proposed road improvements include resurfacing the pavement with asphalt concrete pavement, replacing damaged guard rail, installing additional guard rail, removing and replacing existing overside drains and asphalt concrete curbs, lane striping, installing rumble strips and installing raised pavement markers.

The project is within the existing budget as shown on Attachment A.

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

Project Number: B7-0739



# Attachment "A"

Riverside County Transportation Department

Project: **VAN BUREN BLVD- CLAY ST TO LIMONITE AVE : RESURFACING PROJECT**

Project No.(s): **B70739**

Expenses as of: 4/28/2010

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	673		1,000	3,000
Design	134,970		135,000	100,000
Right-of-way				
Utilities				5,000
Construction		595,769		
Construction Contingency 10.0%		59,577	656,000	2,100,000
Construction Engineering & Inspection	5,460	150,000	156,000	250,000
Construction Survey	41	75,000	75,000	120,000
<b>Totals:</b>	<b>141,144</b>	<b>880,346</b>	<b>1,023,000</b>	<b>2,578,000</b>

## Project Funding

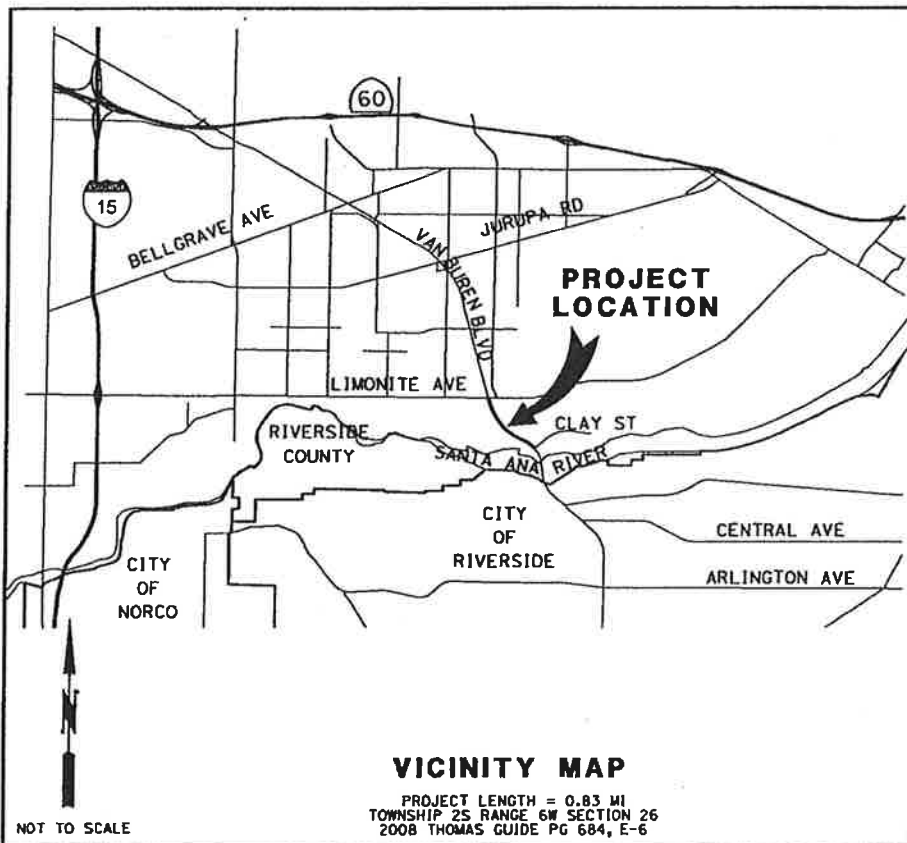
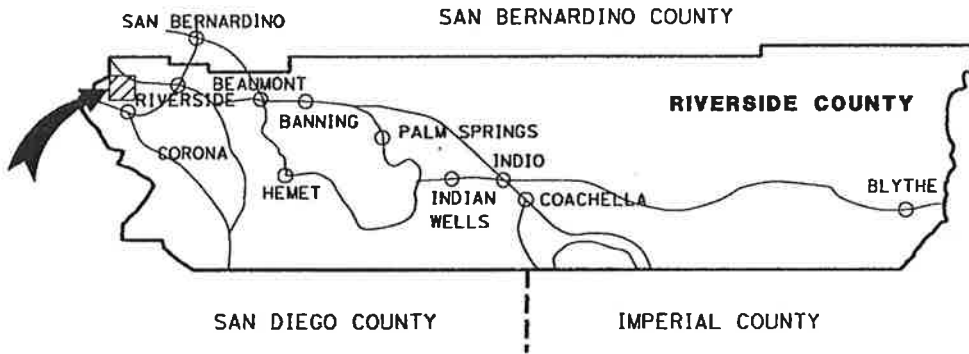
Code	Name	Existing Budget
300	Measure A/Western	1,278,000
215	Proposition 1B (State bond funds- Local Roads)	1,300,000
<b>Totals</b>		<b>2,578,000</b>

## Comments



COUNTY OF RIVERSIDE  
DEPARTMENT OF TRANSPORTATION

VAN BUREN BLVD  
RESURFACING PROJECT







## 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)**

<b>User Department:</b>	Transportation Department
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N/A

<b>Vendor/Lessor Name:</b>	All American Asphalt
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**Minority**

Status:  M  W  DV  None

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

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

Local Preference FYTD: Cost \$

# of Orders

**Applicable Board Policy #**

**Comments:**

**RFQ/RFP Process:**

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

**Bidding Process:**

- Bid Range: \$ 595,769.00 to \$ 776,168.00
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$ 595,769.00 to \$ 776,168.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Van Buren Boulevard Resurfacing Project  
From Clay Street To Limonite Avenue, Pedley Area**

Advertised: March 2, 2010 (Agenda Item:3.22 )

Bids Open: 2:00 pm Date: Wednesday, March 31, 2010

PROJECT NO. B7-0739

		COUNTY'S ESTIMATE					All American Asphalt Corona, CA 92879-2229	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SQYD	26,000	2.00	52,000.00	2.07	53,820.00
2	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00	3,100.00	3,100.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	30,750.00	30,750.00
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	5.00	130,000.00	1.09	28,340.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	4,200.00	4,200.00
6	190185	SHOULDER BACKING	LF	5,200	2.00	10,400.00	1.74	9,048.00
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,000.00	4,000.00	300.00	1,200.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (Ø*)	LF	2,800	3.00	8,400.00	1.70	4,760.00
9	390130	HOT MIX ASPHALT	TON	6,900	75.00	517,500.00	61.10	421,590.00
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	3.00	2,910.00	1.70	1,648.00
11	039450	RUMBLE STRIP	LF	1,300	1.00	1,300.00	2.75	3,575.00
12	---	DELETED BY ADDENDUM	---	---	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	45.00	38,250.00	23.00	19,550.00
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,500.00	10,000.00	2,300.00	9,200.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.00	680.00	2.50	850.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	1.00	18,000.00	0.21	3,780.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	4.00	560.00	2.55	357.00
<b>Project Total</b>						<b>852,000.00</b>		<b>595,769.00</b>
<b>Items 1-16</b>								
		PaveWest La Habra, CA 90631					Hardy & Harper, Inc. Santa Ana, CA 92705	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SQYD	26,000	2.35	61,100.00	2.80	72,800.00
2	066102	DUST ABATEMENT	LS	1	6,700.00	6,700.00	8,830.00	8,830.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,000.00	16,000.00	44,000.00	44,000.00
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	3.05	79,300.00	2.80	72,800.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	24,000.00	24,000.00
6	190185	SHOULDER BACKING	LF	5,200	1.75	9,100.00	2.00	10,400.00
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	750.00	3,000.00	1,500.00	6,000.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (Ø*)	LF	2,800	7.25	20,300.00	4.00	11,200.00
9	390130	HOT MIX ASPHALT	TON	6,900	62.88	433,872.00	60.00	414,000.00
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	8.00	7,760.00	3.00	2,910.00
11	039450	RUMBLE STRIP	LF	1,300	4.20	5,460.00	3.00	3,900.00
12	---	DELETED BY ADDENDUM	---	---	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	26.60	22,610.00	24.00	20,400.00
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,485.00	9,940.00	2,500.00	10,000.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.65	901.00	6.00	2,040.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.18	3,240.00	0.16	2,880.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.70	378.00	6.00	840.00
<b>Project Total</b>						<b>684,661.00</b>		<b>707,000.00</b>
<b>Items 1-16</b>								



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Van Buren Boulevard Resurfacing Project**  
From Clay Street To Limonite Avenue, Pedley Area

Advertised: March 2, 2010 (Agenda Item:3.22 )

Bids Open: 2:00 pm Date: Wednesday, March 31, 2010

PROJECT NO. B7-0739

				R.J. Noble Orange, CA 92856				Match Corporation San Bernardino, CA 92412			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	000003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SQYD	26,000	2.25	58,500.00	2.70	70,200.00			
2	066102	DUST ABATEMENT	LS	1	13,000.00	13,000.00	2,500.00	2,500.00			
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	61,000.00	61,000.00	87,802.00	87,802.00			
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	3.55	92,300.00	3.00	78,000.00			
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	3,000.00	3,000.00			
6	190185	SHOULDER BACKING	LF	5,200	3.65	18,980.00	1.60	8,320.00			
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	3,531.00	14,124.00	2,600.00	10,400.00			
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	4.70	13,160.00	5.75	16,100.00			
9	390130	HOT MIX ASPHALT	TON	6,900	64.00	441,600.00	64.75	446,775.00			
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	6.70	6,499.00	8.00	7,760.00			
11	039450	RUMBLE STRIP	LF	1,300	4.25	5,525.00	1.15	1,495.00			
12	---	DELETED BY ADDENDUM	---	---	---	---	---	---			
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	23.25	19,762.50	24.00	20,400.00			
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,500.00	10,000.00	2,400.00	9,600.00			
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.60	884.00	2.60	884.00			
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.17	3,060.00	0.17	3,060.00			
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.65	371.00	2.65	371.00			
<b>Project Total</b>						<b>763,765.50</b>		<b>766,667.00</b>			
<b>Items 1-16</b>											
				EBS Inc. Corona, CA 92879							
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	000003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SQYD	26,000	2.70	70,200.00					
2	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00					
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	53,000.00	53,000.00					
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	3.10	80,600.00					
5	160101	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00					
6	190185	SHOULDER BACKING	LF	5,200	3.00	15,600.00					
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,300.00	5,200.00					
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	5.00	14,000.00					
9	390130	HOT MIX ASPHALT	TON	6,900	67.00	462,300.00					
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	7.00	6,790.00					
11	039450	RUMBLE STRIP	LF	1,300	7.00	9,100.00					
12	---	DELETED BY ADDENDUM	---	---	---	---					
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	23.10	19,635.00					
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	3,300.00	13,200.00					
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.70	918.00					
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.18	3,240.00					
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.75	385.00					
<b>Project Total</b>						<b>776,168.00</b>					
<b>Items 1-16</b>											



## AGREEMENT

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

### W I T N E S S E T H

#### RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Van Buren Boulevard Resurfacing Project From Clay Street To Limonite Avenue, Project No. B7-0739**, 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 **(One)**. (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.



**VAN BUREN BOULEVARD  
RESURFACING PROJECT  
FROM CLAY STREET TO LIMONITE AVENUE**

**PROJECT No. B7-0739**

**AGREEMENT**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	PAVEMENT REINFORCING FABRIC [FIBER GLASS FABRIC]	SQYD	26,000	2.07	53,820.00
2	066102	DUST ABATEMENT	LS	1	3,100.00	3,100.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,750.00	30,750.00
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	1.09	28,340.00
5	160101	CLEARING AND GRUBBING	LS	1	4,200.00	4,200.00
6	190185	SHOULDER BACKING	LF	5,200	1.74	9,048.00
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	300.00	1,200.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	1.70	4,760.00
9	390130	HOT MIX ASPHALT	TON	6,900	61.10	421,590.00
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	1.70	1,649.00
11	394050	RUMBLE STRIP	LF	1,300	2.75	3,575.00
12	---	DELETED BY ADDENDUM	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	23.00	19,550.00
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,300.00	9,200.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.50	850.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.21	3,780.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.55	357.00

PROJECT TOTAL:

Five hundred ninety-five thousand seven hundred sixty nine dollars and zero cents \$ 595,769.00

ITEMS 1-16

"WORDS"



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

COUNTY OF RIVERSIDE

ALL AMERICAN ASPHALT

BY *Manin Asceleg*  
Chairman, Board of Supervisors

BY *Robert Bradley*  
Robert Bradley

Dated JUN 8 2010

TITLE: Vice President  
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

*Mark Luer*

BY *Spencer Klumpp*  
Deputy

Mark Luer  
TITLE: Secretary

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

License No. # 2167073

Federal Employer Identification Number:

# 95-2595043

FORM APPROVED COUNTY COUNSEL

BY: *Marshall Victor* 5/19/10  
MARSHALL VICTOR DATE

BY \_\_\_\_\_  
"County"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On April 19, 2010 before me, Debbie A. Matsen, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Debbie A. Matsen  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Agreement, County of Riverside

Document Date: April 19, 2010 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: None.

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Bradley

- Individual
- Corporate Officer — Title(s): Vice President

- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

All American Asphalt



Signer's Name: Mark Luer

- Individual
- Corporate Officer — Title(s): Secretary

- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

All American Asphalt







**PERFORMANCE BOND**

**Recitals:**

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.**
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 \$ **595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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



Premium: 2,532.00

Premium subject to adjustment upon completion

**PERFORMANCE BOND**

Bond No. 7614613

Executed in Two (2) Parts

**Recitals:**

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.**
2. Fidelity and Deposit Company of Maryland, a Maryland corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of April 14th, 2010

All American Asphalt  
By *Robert Bradley*  
*Robert Bradley Vice President*

By *Mark Luer*  
*Mark Luer*  
Title Secretary  
"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland  
By *Rebecca Haas-Bates*

Type Name Rebecca Haas-Bates  
Its Attorney in Fact  
"Surety"

(Corporate Seal)

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange

On 4-14-10 before me, Barbara J. Bender, Notary Public  
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond No. 7614613

Document Date: 4-14-10 Number of Pages: One (1)

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates

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



Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On April 19, 2010 before me, Debbie A. Matsen, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Debbie A. Matsen  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Performance Bond, County of Riverside

Document Date: April 14, 2010 Number of Pages: 1 Page

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Bradley

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

Signer is Representing: \_\_\_\_\_

All American Asphalt



Signer's Name: Mark Luer

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

Signer is Representing: \_\_\_\_\_

All American Asphalt







**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor - Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

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



Premium charge included in Performance Bond Charge

**PAYMENT BOND**

Bond No. 7614613

Executed in Two (2) Parts

(Public Work - Civil Code 3247 et seq.)


The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.

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: April 14th, 2010

All American Asphalt  
Original Contractor - Principal

Fidelity and Deposit Company of Maryland  
Surety

By   
Robert Bradley

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

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 Notary Acknowledgments  
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 Orange

On 4-14-10 before me, Barbara J. Bender, Notary Public  
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature *Barbara J. Bender*  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond No. 7614613

Document Date: 4-14-10 Number of Pages: One (1)

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

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: Rebecca Haas-Bates
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On April 19, 2010 before me, Debbie A. Matsen, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Debbie A. Matsen  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Payment Bond, County of Riverside

Document Date: April 14, 2010 Number of Pages: 1 Page

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Bradley

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

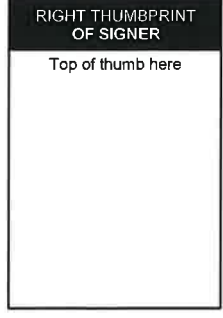


Signer is Representing: \_\_\_\_\_

All American Asphalt

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_







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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of September, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*William J. Mills*

*Gregory E. Murray Assistant Secretary*

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski*

*Notary Public*

My Commission Expires: July 8, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**


I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 14TH day of APRIL, 2010.

  
*Gerald F. Haley*  
Assistant Secretary



# ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

## CORPORATE RESOLUTION

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

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

Mark Luer  
Secretary



## Company Profile

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

### Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

---

### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

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

---



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/10

PRODUCER LIC #0B29370 1-925-244-7700  
Edgewood Partners Insurance Centers (EPIC)  
[Orange Branch]  
P.O. Box 5003

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

San Ramon, CA 94583  
EPICcerts@edgewoodins.com

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH SPECIALTY INS CO	21199
INSURER B: HARTFORD FIRE IN CO	19682
INSURER C: INSURANCE CO OF THE STATE OF PA	19429
INSURER D: SEABRIGHT INS CO	15563
INSURER E:	

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

## COVERAGES

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


INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GPP002265801	08/01/09	08/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <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  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	72UENGK5491	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	7517073	08/01/09	08/01/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	BB1090243	08/01/09	08/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: Van Buren Resurfacing Project from Clay Street to Limonite Avenue, Project No. B7-0739

## CERTIFICATE HOLDER

Project No. B7-0739  
 County of Riverside  
 Transportation and Land Management Agency  
 3525 14th Street  
 Riverside, CA 92501  
 USA

## CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A BREACH OF CONTRACT OR A BASIS FOR CANCELLATION OF THIS POLICY. THIS NOTICE IS NOT VALID UNLESS IT IS DELIVERED TO THE INSURED OR TO THE INSURER OR TO AN AGENT OF THE INSURER.  
 AUTHORIZED REPRESENTATIVE 

## **IMPORTANT**

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

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

## **DISCLAIMER**

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



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
04/26/10

NAME OF INSURED: All American Asphalt

Additional Description of Operations/Remarks from Page 1:

Additional Information:

GENERAL / AUTOMOBILE LIABILITY: Certificate Holder is named additional insured  
if required by written contract

\*WORKERS COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives	RE: Van Buren Resurfacing Project from Clay Street to Limonite Avenue, Project No. B7-0739

Endorsement Number:

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

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

Policy Number: GPP002265801

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/09



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

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

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

All other terms and conditions of this Policy remain unchanged.

**Schedule**

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

**Project**

RE: Van Buren Resurfacing Project from Clay Street  
to Limonite Avenue, Project No. B7-0739

**Endorsement Number:**

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

Policy Number: GPP002265801

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/09



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

**Schedule**

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

**Project**

RE: Van Buren Resurfacing Project from Clay Street  
to Limonite Avenue, Project No. B7-0739

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

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

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

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

Policy Number: GPP002265801

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/09

*KHops*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**Schedule**

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

**Project**

RE: Van Buren Resurfacing Project from Clay Street  
to Limonite Avenue, Project No. B7-0739

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

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

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

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

Schedule

**Person or Organization**

**Job Description**

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

RE: Van Buren Resurfacing Project from Clay Street  
to Limonite Avenue, Project No. B7-0739

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

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

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

Endorsement No. 12  
Policy Effective Date 8/1/09

Countersigned By



WC 04 03 06  
(Ed. 4-84)



**THE INSURANCE COMPANY OF  
THE STATE OF PENNSYLVANIA  
A CAPITAL STOCK COMPANY**

**EXECUTIVE OFFICES:  
70 Pine Street  
New York, New York 10270  
(212) 770-7000**

Renewal: NEW

Policy Number: 7617073

**DECLARATIONS**

**NAMED INSURED: ALL AMERICAN ASPHALT**

**ADDRESS: 1778 ALL AMERICAN WAY  
CORONA, CA 91718**

**POLICY PERIOD: FROM: August 1, 2009 TO: August 1, 2010  
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)**

**COVERAGE: Excess Liability**

**LIMIT OF LIABILITY: \$25,000,000 Each Occurrence / Annual Aggregate, Where Applicable  
Excess of Underlying Insurance, Where Applicable  
As Scheduled**

**PREMIUM:**

**RATE:**

**UNDERLYING POLICY(IES) NO.: As Per Schedule of Underlying Attached**

**ISSUED BY: As Per Schedule of Underlying Attached**

**IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, where required by law.**

By signing below, our President and Secretary agree on our behalf to all the terms of this policy.

*Elizabeth M. Tuck*  
Secretary

*[Signature]*  
President

**This policy shall not be valid unless signed at the time of issuance by our authorized representative, either below or on the Declarations page of the policy.**

*[Signature]*  
Christopher G. Kopper  
Authorized Representative

Countersigned by: *[Signature]*  
Authorized Representative

The Insurance Company of the State of Pennsylvania  
(Hereinafter called "the Company")

EXCESS LIABILITY POLICY

Agrees with the named insured in consideration of the payment of the premium and subject to all of the terms of this Policy as follows:

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the insured by increasing the underlying limit combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were extended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under the Declarations (Ultimate net loss on repeated such accident or occurrence, whichever is applicable, taking place during the period of this Policy (Subject to the limit(s) set forth under the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy.

DEFINITIONS

- 1. **Ultimate Net Loss.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the insured after making deductions for all recoveries for other valid and collectible insurances, excepting however the policy(ies) of the Primary Insure(ies) and shall exclude all expenses and costs.
- 2. **Costs.** The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (including, however, all office expenses of the insured, all expenses for retained employees of the insured, and general retainer fees for counsel normally paid by the insured).

CONDITIONS

- 1. **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.

This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder. It is further understood and agreed that any changes made in the Underlying Coverage will automatically be covered under this Policy from the time such changes take effect in the said underlying Policy provided, however, that any material changes may be reported to the Company within thirty (30) days of such change. Such changes may be reported to the Company c/o C.V. Starr & Co., Three Embarcadero Center, San Francisco, Ca 94111.

- 2. **PREMIUM.** The insured shall pay premium to the Company as specified in the schedule.

If the insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.

- 3. **NOTIFICATION OF CLAIMS.** The insured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company. Such notice may be reported to the Company c/o C.V. Starr & Co., Three Embarcadero Center, San Francisco, Ca 94111.

- 4. **ASSISTANCE AND COOPERATION.** The Company shall not be held upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the insured but the Company shall have the right and shall be given the opportunity to associate with the insured or the insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.

- 5. **CANCELLATION.** This Policy may be cancelled by the insured by mailing to the Company written notice stating when such cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the insured at the address shown in this Policy written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective, except for non-payment of any premium, the Company shall provide ten (10) days notice in the event of cancellation. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written

notice either by the insured or by this Company shall be equivalent to mailing.

EXCLUSIONS

This Policy shall not apply:

- 1. to personal injury or property damage

- (1) with respect to which an insured under the Policy is also an insured under a Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such Policy but for its termination upon exhaustion of its limit of liability; or

- (2) resulting from the hazardous properties of nuclear material and with respect to which

- (A) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

- (B) the insured is, or had this Policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

- (3) resulting from the hazardous properties of nuclear material, if

- (A) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom; or

- (B) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- (C) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph (C) applies only to injury to or destruction of property at such a nuclear facility.

An used herein "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under subparagraph (A) or (B) thereof; "nuclear facility" means

- (A) any nuclear reactor,

- (B) any equipment or device designed or used for (1) separating the isotopes uranium or plutonium, (2) processing or refining spent fuel, or (3) handling, processing or packaging waste,

- (C) any equipment or device used for the processing, fabrication or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located exceeds or contains more than 25 grams of plutonium or uranium 233, or any combination thereof, or more than 250 grams of uranium 235,

- (D) any structure, basin, excavation, premises or place prepared or used for the storage or disposal waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the words "injury" or "destruction" include all forms of radioactive contamination of property; or

- (M) with respect to liability arising outside the United States of America, its territories or possessions, Puerto Rico or the Canal Zone, to any liability of whatsoever nature (directly or indirectly caused by, or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel).

- 2. To any claim based upon the insured's failure to comply with federal "Employee Retirement Income Security Act of 1974", or any amendment thereto.

In Witness Whereof, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company, where required by law.

*K. H. Gray*



**SCHEDULE OF UNDERLYING INSURANCE**

REVISION NO. 2

EFF. DATE: 08/01/2009

Issued to: ALL AMERICAN ASPHALT

Policy Number:

7517073

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**TYPE OF POLICY  
OR COVERAGE**

GENERAL LIABILITY

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

ARCH SPECIALTY INS. CO.  
GPP0022658-01  
08/01/09  
08/01/11

**LIMITS**

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

Defense Expenses are in addition to the limit

Limits are inclusive of Defense Expenses.

*KH 9/2*

**SCHEDULE OF UNDERLYING INSURANCE**

REVISION NO. 2

EFF. DATE: 08/01/2009

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7517073

**By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

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**TYPE OF POLICY  
OR COVERAGE**

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

**LIMITS**

AUTO LIABILITY

HARTFORD INSURANCE CO.  
72JENGK5491  
08/01/09  
08/01/10

\$1,000,000  
COMBINED SINGLE LIMIT

Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

SEABRIGHT INSURANCE COMPANY  
BB 1090243  
08/01/09  
08/01/10

\$1,000,000  
EACH ACCIDENT  
\$1,000,000  
DISEASE EACH EMPLOYEE  
\$1,000,000  
DISEASE POLICY LIMIT

Defense Expenses are in addition to the limit



Christopher G. Kouser  
**AUTHORIZED REPRESENTATIVE**

*KChop*

## Company Profile

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

**Agent for Service of Process**

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

Unable to Locate the Agent for Service of Process?

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### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

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

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### Company Complaint Information

## Company Profile

**INSURANCE COMPANY OF THE STATE OF  
PENNSYLVANIA (THE)**  
175 WATER STREET, 18TH FLOOR  
NEW YORK, NY 10038  
800-433-8880

**Agent for Service of Process**

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

Unable to Locate the Agent for Service of Process?

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### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

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

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## Company Profile

### SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600  
SEATTLE, WA 98101

#### Former Names for Company

**Old Name:** KEMPER EMPLOYERS INSURANCE COMPANY

**Effective Date:** 03-16-2004

#### Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

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### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

AUTOMOBILE  
LIABILITY  
MARINE  
WORKERS' COMPENSATION

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### Company Complaint Information

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



## CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: March 22, 2010

hereafter called "County":

BIDDER: All American Asphalt  
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Van Buren Resurfacing Project from Clay Street to Limonite Avenue, Project No. B7-0739 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. #1 for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.





6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.



Attachment "A" to Addendum no. 1  
 Van Buren Boulevard, Project No. B7-0739  
 March 22, 2010

**PROPOSAL**

**VAN BUREN BOULEVARD  
 RESURFACING PROJECT  
 FROM CLAY STREET TO LIMONITE AVENUE**

**PROJECT NO. B7-0739**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	PAVEMENT REINFORCING FABRIC [FIBER GLASS FABRIC]	SQYD	26,000	2.07	532 <sup>2RB</sup> 53820 <sup>-</sup>
2	088102	DUST ABATEMENT	LS	1	3100 <sup>-</sup>	3100 <sup>-</sup>
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30750 <sup>-</sup>	30750 <sup>-</sup>
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	1.09	28340 <sup>-</sup>
5	180101	CLEARING AND GRUBBING	LS	1	4200 <sup>-</sup>	4200 <sup>-</sup>
6	190185	SHOULDER BACKING	LF	5,200	1.74	9048 <sup>-</sup>
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 308)	EA	4	300 <sup>-</sup>	1200 <sup>-</sup>
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	1.70	4760 <sup>-</sup>
9	390130	HOT MIX ASPHALT	TON	6,900	61.10	421590 <sup>-</sup>
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	1.70	1649 <sup>-</sup>
11	394050	RUMBLE STRIP	LF	1,300	2.75	3575 <sup>-</sup>
12	--	DELETED BY ADDENDUM	--	--	φ	φ
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	23 <sup>-</sup>	19550 <sup>-</sup>
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2300 <sup>-</sup>	9200 <sup>-</sup>
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.50	850 <sup>-</sup>
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	.21	3780 <sup>-</sup>
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.55	357 <sup>-</sup>

PROJECT TOTAL:  
 ITEMS 1-16

*five hundred ninety-five thousand*

\$ 595,769.00

*seven hundred sixty nine dollars & 00/100* "WORDS"



**BIDDER DATA:**

Name of Bidder All American Asphalt

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Robert Bradley, Vice President

Address P.O. Box 2229, Corona, CA 92878-2229

Phone (951) 736-7600

Contractor's License # 2107073, A C-12  
Type & Number

Expiration Date 1-31-2012

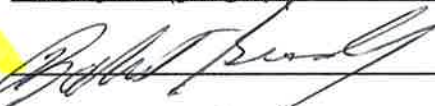
8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
• Striping	Cal-stripe Inc.	San bernardinos	685387
• metal beam guardrail terminal system	<del>Terminal system</del> Alcorn Fence Co.	Riverside	122954
• overside drans+ place Alc Dike	Asphalt Dike Const.	Goshen	283095

Percent of work to be performed by sub-contractors: 6.68%

(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

Robert Bradley  
  
TITLE Vice President  
"Contractor"



**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS**

\_\_\_\_\_ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year) at \_\_\_\_\_, California

Signature of affiant: \_\_\_\_\_

Note: Notarization of signature required





**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR**

\_\_\_\_\_ Declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as \_\_\_\_\_ which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by \_\_\_\_\_ who constitute the other members of the joint venture or copartnership.

**I declare, under penalty of perjury, that the foregoing is true and correct.**

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year)  
at \_\_\_\_\_, California

**Signature of affiant:** \_\_\_\_\_

Note: Notarization of signature required



**AFFIDAVIT FOR CORPORATE CONTRACTOR**

Robert Bradley declares as follows:

That he ~~or she~~ is Vice President of All American Asphalt a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 22nd (day) of March (month), 2010 (year) at Corona, California

Signature of affiant: 

Note: Notarization of signature required



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On March 22, 2010 before me, Debbie A. Matsen, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Debbie A. Matsen  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Affidavit for Corporate Contractor, County of Riverside

Document Date: March 15, 2010 Number of Pages: 1 Page

Signer(s) Other Than Named Above: None.

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Bradley

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

Signer is Representing: \_\_\_\_\_

All American Asphalt



Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_





BID BOND

Bond No. 08597423

Recitals:

- 1. All American Asphalt "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for Construction of Van Buren Boulevard Resurfacing Project from Clay Street to in accordance with a Notice Inviting Bids of County dated March 24, 2010 Limonite Avenue, Project No. B7-0739
- 2. Fidelity and Deposit Company of Maryland a Maryland corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

- 1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
- 2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
- 3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
- 4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: March 15, 2010

Fidelity and Deposit Company of Maryland  
 By Rebecca Haas-Bates  
 Title: Attorney in Fact  
 Rebecca Haas-Bates "Surety"

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

STATE OF CALIFORNIA } ss. SURETY'S ACKNOWLEDGEMENT  
COUNTY OF \_\_\_\_\_

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 Notary Acknowledgments  
Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

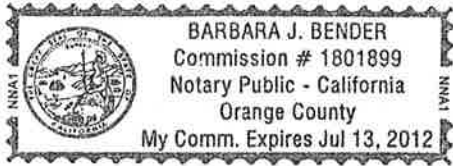
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Orange }

On 3-15-10 before me, Barbara J. Bender, Notary Public  
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature *Barbara J. Bender*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond

Document Date: 3-15-10 Number of Pages: One (1)

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates

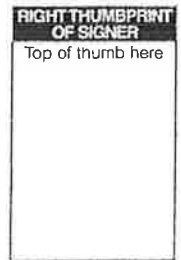
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

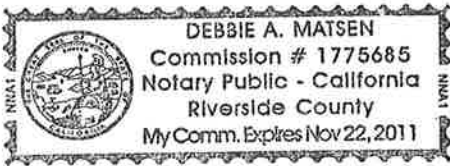
On March 22, 2010 before me, Debbie A. Matsen, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Debbie A. Matsen  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Bid Bond, County of Riverside

Document Date: March 15, 2010 Number of Pages: 1 Page

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

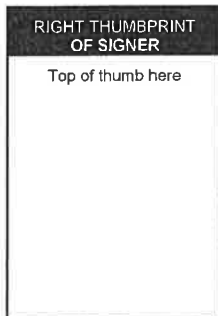
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Bradley

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

Signer is Representing: \_\_\_\_\_

All American Asphalt



Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_



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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company, as fully and apply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of September, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*William J. Mills*

*Gregory E. Murray Assistant Secretary*

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski*

*Notary Public*

My Commission Expires: July 8, 2011

## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

### CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 15th day of March, 2010.



*Assistant Secretary*





**COUNTY OF RIVERSIDE  
Transportation and Land Management Agency  
TRANSPORTATION DEPARTMENT**

**Facsimile Transmittal**

**March 22, 2010**

**TO: Plan Holders and Plan Rooms**

**FROM: Joel Jimenez  
Contracts and Utilities Unit  
Voice:(951) 955-1537 Fax:(951) 955-3164  
Email: [jrjimenez@rctlma.org](mailto:jrjimenez@rctlma.org)  
[www.tlma.co.riverside.ca.us/tran](http://www.tlma.co.riverside.ca.us/tran)**

**RE: Transmittal of Addendum no. 1  
Van Buren Boulevard Resurfacing Project  
From Clay Street to Limonite Avenue  
County Project no. B7-0739**

**Number of Pages transmitted: 7**

---

**Transmitted is addendum no. 1 to the referenced public works project.**

**IMPORTANT: CALL US AT (951)955-6780 TO  
ACKNOWLEDGE YOUR RECEIPT OF THE  
ADDENDUM. THANK YOU**





**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



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

**Transportation Department**

**ADDENDUM NUMBER 1**

**Dated March 22, 2010**

**to the**  
**Specifications and Contract Documents**  
**for the construction of**

**Van Buren Boulevard**

**Resurfacing Project**  
**From Clay Street to Limonite Avenue**

**Project No. B7-0739**

**Bids Due: (REVISED)**

**Wednesday, March 31, 2010; 2:00 PM**  
**14<sup>th</sup> Street Transportation Annex**  
**3525 14<sup>th</sup> 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 plans, specifications, and special provisions for the referenced project. Any revisions to the plans and 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, and attach the addendum acknowledged signature page 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](http://www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html)**

**Item 01:** The new designated date and time for the receipt and opening of bids is revised as follows:

**Wednesday, March 31, 2010; 2:00 PM**  
**14<sup>th</sup> Street Transportation Annex**  
**3525 14<sup>th</sup> Street; Riverside, CA 92501**  
**(951) 955-6780**





Addendum no. 1  
Van Buren Boulevard Resurfacing Project  
From Clay Street to Limonite Avenue  
Project No. B7-0739  
March 22, 2010  
Page 2 of 5

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### **MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

**Item 02: Revised Proposal.** Delete proposal page B3 and replace with Attachment "A", page 1 of 1, Addendum #1, which is made a part hereof. The following changes have been made to the proposal:

a. The following bid items have been deleted:

- Item 12, "ROUT AND SEAL RANDOM CRACKS"

b. Quantity is changed for the following bid items:

- Item 13, "METAL BEAM GUARD RAILING (WOOD POST)"

c. The following bid items have been added:

- Item 13.A, "TERMINAL SYSTEM (TYPE SRT)"

**Item 03: Revision of Project Description:**

Refer to Section "DESCRIPTION" on page 48: The first paragraph is deleted and replaced with the following:

"In general, this project consists of resurfacing Van Buren Boulevard from Clay Street to Limonite Avenue in the Pedley Area of Riverside County. The work involves cold planing asphalt concrete pavement, ~~remove existing pavement fabric, crack sealing,~~ placing fiber glass fabric and resurfacing with hot mix asphalt. Additional work includes ~~trees trimming,~~ remove and replace asphalt concrete dikes, asphalt concrete overside drains, metal beams guard railing, constructing rumble strip, placing thermoplastic pavement markings and pavement markers, striping and other work as may be required."

**Item 04: Clarification of Maintaining Traffic:** Refer to section "ORDER OF WORK." The second paragraph on pages 49 and 50 is deleted and replaced with the following:

Attention is directed to "Maintaining Traffic" of these Special Provisions regarding lane closure hours. All paving work is to be performed at night. A minimum of one drivable lane will be kept open in each direction every night. All lanes shall be open with a drivable surface, as described in "Cold Plane Asphalt Concrete Pavement", Monday through Friday from 5:00 a.m. to 8:00 p.m.



Addendum no. 1  
Van Buren Boulevard Resurfacing Project  
From Clay Street to Limonite Avenue  
Project No. B7-0739  
March 22, 2010  
Page 3 of 5

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**Item 05: Revision of Clearing and Grubbing:**  
Refer to Section "CLEARING AND GRUBBING" on page 58: The first paragraph is deleted and replaced with the following:

"Clearing and grubbing ~~(including trees trimming on north bound lane north of Clay Street)~~ shall conform to the provisions in Section 16 of the Standard Specifications".

**Item 06: Revision of Cold Plane Asphalt Concrete Pavement:**  
Refer to Section "ROUT AND SEAL RANDOM CRACKS" and Sub-Section "APPLICATION OF HERBICIDE AND WEED REMOVAL" on pages 59-60: The section and sub-section aforementioned are deleted from the contract.

**Item 07: Revision of Cold Plane Asphalt Concrete Pavement:**  
Refer to Section "COLD PLANE ASPHALT CONCRETE PAVEMENT" on page 61. The payment paragraph, on page 61, is deleted and replaced with the following:

"The contract unit bid price paid per square yard for Cold Plane Asphalt Concrete Pavement, **including the removal and disposal of existing paving reinforcing fabric**, shall include full compensation for providing all labor, tools, equipment and disposing of the grindings, and no additional compensation will be allowed therefor.

**Item 08: Revision of Shoulder Backing:**  
Refer to Section "SHOULDER BACKING" on page 79: The first paragraph is deleted and replaced with the following:

"Shoulder backing shall provide for the grading of the shoulder as per plans **after the placement of asphalt concrete pavement**, or as directed by the Engineer. Unless otherwise specified, the width of the shoulder backing shall be six feet minimum, measured from the edge of pavement."

The fifth paragraph is deleted and replaced with the following:

"Imported material, if required to fill in low areas, shall conform to the provisions of Section 25, "Aggregate Subbases" of the Standard Specifications and these Special Provisions, and the aggregate shall conform to the grading and quality requirements for **Class 3** aggregate subbases."

**Item 09: Revision of Metal Beam Guard Railing:**  
Refer to Section "METAL BEAM GUARD RAILING" on page 77: This section is deleted and replaced with the following:

"METAL BEAM GUARD RAILING:



Addendum no. 1  
Van Buren Boulevard Resurfacing Project  
From Clay Street to Limonite Avenue  
Project No. B7-0739  
March 22, 2010  
Page 4 of 5

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Metal beam guard railing shall conform to the provisions of Section 83 of the Standard Specifications, and these Special Provisions.

Payment will be made at the contract bid price per linear foot for Metal Beam Guard Railing and shall be considered as full compensation for furnishing all labor, materials (including anchor assemblies), tools, equipment and incidentals, and for doing all work involved in constructing the barrier, complete in place including excavation and backfilling barrier post holes and cable anchor assembly holes, the removal of existing metal beam guard railing and shoulder grading, and no additional compensation will be allowed therefor.

#### TERMINAL SYSTEM (TYPE SRT):

Terminal system shall be furnished and installed as shown on the plans and in conformance with these Special Provisions.

Terminal system (Type SRT) shall be an SRT-350 Slotted Rail Terminal (8-post system) as manufactured by Trinity Industries, Inc. or equivalent, and shall include items detailed for terminal system (Type SRT) shown on the plans. The pre-approved SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone (800) 772-7976.

Terminal sections shall be installed in conformance with the manufacturer's recommendations.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

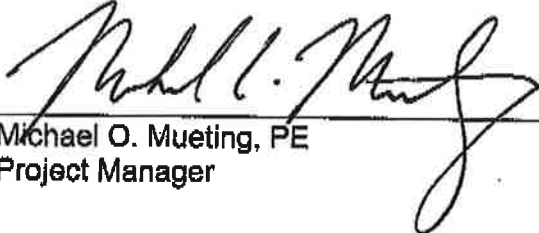
The contract unit price paid for Terminal System (Type SRT) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the terminal system, complete in place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer."



Addendum no. 1  
 Van Buren Boulevard Resurfacing Project  
 From Clay Street to Limonite Avenue  
 Project No. B7-0739  
 March 22, 2010  
 Page 5 of 5

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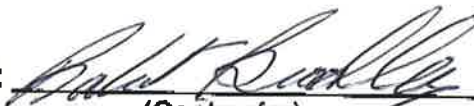
This addendum has been prepared under the direction of the following registered Civil Engineer:

  
 Michael O. Mueeting, PE  
 Project Manager



**Concurrence:**

  
 Khalid Nasim, PE  
 Engineering Division Manager

**Acknowledged:**  Date: March 22, 2010  
 (Contractor)  
 JRJ:jrr Robert Bradley, Vice President





## Company Profile

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

### Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

---

### Reference Information

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

---

### Lines of Insurance Authorized to Transact

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

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

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ESCROW NO.: 1595  
ACCOUNT NO.: 14-906603

ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION

THIS ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (hereinafter called the "Agreement") is made and entered into on this **8th** day of **June, 2010**, by and between **County of Riverside**, whose address is 3525 14<sup>th</sup> Street, Riverside, CA 92501 (hereinafter called "Owner"), **All American Asphalt**, whose address is P.O. Box 2229, Corona, CA 92878 (hereinafter called "Contractor"), and **Community Bank**, a California banking corporation, whose address is 505 E. Colorado Boulevard, Pasadena, California 91101 (hereinafter called "Escrow Agent").

WHEREAS, the parties desire to establish an escrow account with Escrow Agent (the "Escrow Account") pursuant to the provisions of Section 22300 of the California Public Contract Code.

NOW, THEREFORE, for the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Construction Contract entered into between the Owner and the Contractor, for **Van Buren Resurfacing Project from Clay Street to Limonite Avenue** in the amount of **\$595,769.00** (hereinafter referred to as the "Contract"). Alternatively, **on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent.** When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and the Contractor. Securities shall be held in the name of **County of Riverside**, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of the retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, the Contractor and the Escrow Agent.



5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.
6. The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to the Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by the Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. The Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections 5 to 8, inclusive, of this Agreement and the Owner and the Contractor shall hold the Escrow Agent harmless from the Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:

**County of Riverside**

Name: **Juan C. Perez**

Title: **Director of Transportation**

Signature: 

Address: 3525 14<sup>th</sup> Street  
Riverside, CA 92501

On behalf of the Contractor:

**All American Asphalt**

Name: **Mark Luer**

Title: **Vice President**

Signature: 

Address: P.O. Box 2229  
Corona, CA 92878



On behalf of the Escrow Agent:  
**COMMUNITY BANK**

Name: **Leslie K. Buhl**

Title: **Vice President**

Signature: *Leslie K Buhl*

Address: 505 E. Colorado Blvd.  
Pasadena, Ca 91101  
(626) 568-2232

At the time the escrow account is opened, the Owner and the Contractor shall deliver to the Escrow Agent a fully executed original of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

**OWNER:**

**CONTRACTOR:**

**County of Riverside**

**All American Asphalt**

Title: **Chairman, Board of Supervisors**

Title: **Vice President**

Name: **MARION ASHLEY**

Name: **Mark Luer**

Signature: *Marion Ashley*

Signature: *Mark Luer*

ATTEST:  
KECIA HARPER-JHEM, Clerk  
By *[Signature]*  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 6/17/10  
MARSHA L. VICTOR DATE

