

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

431A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 2, 2011

SUBJECT: Ramona Expressway Pavement Rehabilitation and Safety Project, from Fifth Street to Warren Road in the Lakeview and San Jacinto Areas.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$3,524,556.90. Award the contract to All American Asphalt and authorize the Chairman of the Board to execute the contract documents.
2. Approve two Addenda to the specifications and plans, issued prior to the January 05, 2011 bid opening.
3. Approve the project proposed budget as shown on Attachment 'A'.

 Juan C. Perez Patricia Romo
 Director of Transportation Deputy Director of Transportation

JCP:rrj:rr
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 3,524,557	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Proposition 42 [Sales Tax on Gasoline](57%), Proposition 1B [State Bond Funds-Local Roads](40%), Measure A [Western](3%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 8, 2011
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref. 12/14/10, Item 3.58 | **District:** 3,5 | **Agenda Number:**

ATTACHMENTS FILED WITH
 THE CLERK OF THE BOARD

3.34

FORM APPROVED COUNTY COUNSEL
 BY:
 MARSHA L. VICTOR
 DATE: 1/24/11

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Ramona Expressway Pavement Rehabilitation and Safety Project, from Fifth Street to Warren Road in the Lakeview and San Jacinto Areas.

February 2, 2011

Page 2 of 2

BACKGROUND:

By Minute Order dated December 14, 2010 (agenda item 3.58) the Board authorized the Clerk of the Board to advertise for the rehabilitation and safety improvement of a 3.5 mile segment of Ramona Expressway, from 5th Street to Warren Road. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, January 05, 2011. Seven responsive bids were received. The lowest responsive bid was submitted by All American Asphalt in the amount of \$3,524,557. The bid is \$1,549,288 (31%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements.

This portion of Ramona Expressway carries over 20,000 vehicles per day, and the pavement is in need of significant repair. The combination of high speeds, unsafe passing, lack of driver attention, and other factors all contribute toward serious and sometimes fatal accidents on that road from time to time. The Transportation Department has recently installed radar speed feedback signs to provide reminders of driver's speed and the speed limits. This project is expected to substantially enhance roadway safety through the incorporation of various design features.

During the advertisement period, two addenda were issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and to take into account all issued addenda on their Contractor's Proposal to be considered for award. The addenda were issued to clarify and modify the approved contract documents. The addenda are attached as Addendum No. 1, and Addendum No. 2.

The bid documents included an alternate bid schedule which provides for additional storm drain improvements. The Transportation Department recommends the award of the alternate bid schedule, and to proceed with the additional culvert improvements.

The contractor is qualified and has executed the contract. The contractor has also provided performance bond, payment bond and insurance documents.

Project Number: B9-0960

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	All American Asphalt
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Minority Status: M W DV None

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

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

Local Preference FYTD: Cost \$ _____ # of Orders _____

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 3,524,556.90 to \$4,551,706.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 3,524,556.90 to \$4,551,706.00

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

Attachment "A"

Riverside County Transportation Department

Project: **Ramona Expway from 5th Street to Warren Road: Grind in place, overlay and construct passing lanes**

Project No.(s): **B9-0960**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	5,552		5,552	2,000	6,000
Design	211,229	10,000	221,229	120,000	221,000
Right-of-way					
Utilities					
Construction		3,524,557	3,524,557	3,400,000	3,877,000
Construction Contingency 10.0%		352,456	352,456		
Construction Engineering & Inspection	485	400,000	400,485	300,000	400,000
Construction Survey	62,154	162,846	225,000	90,000	225,000
Totals:	279,420	4,449,859	4,729,279	3,912,000	4,729,000

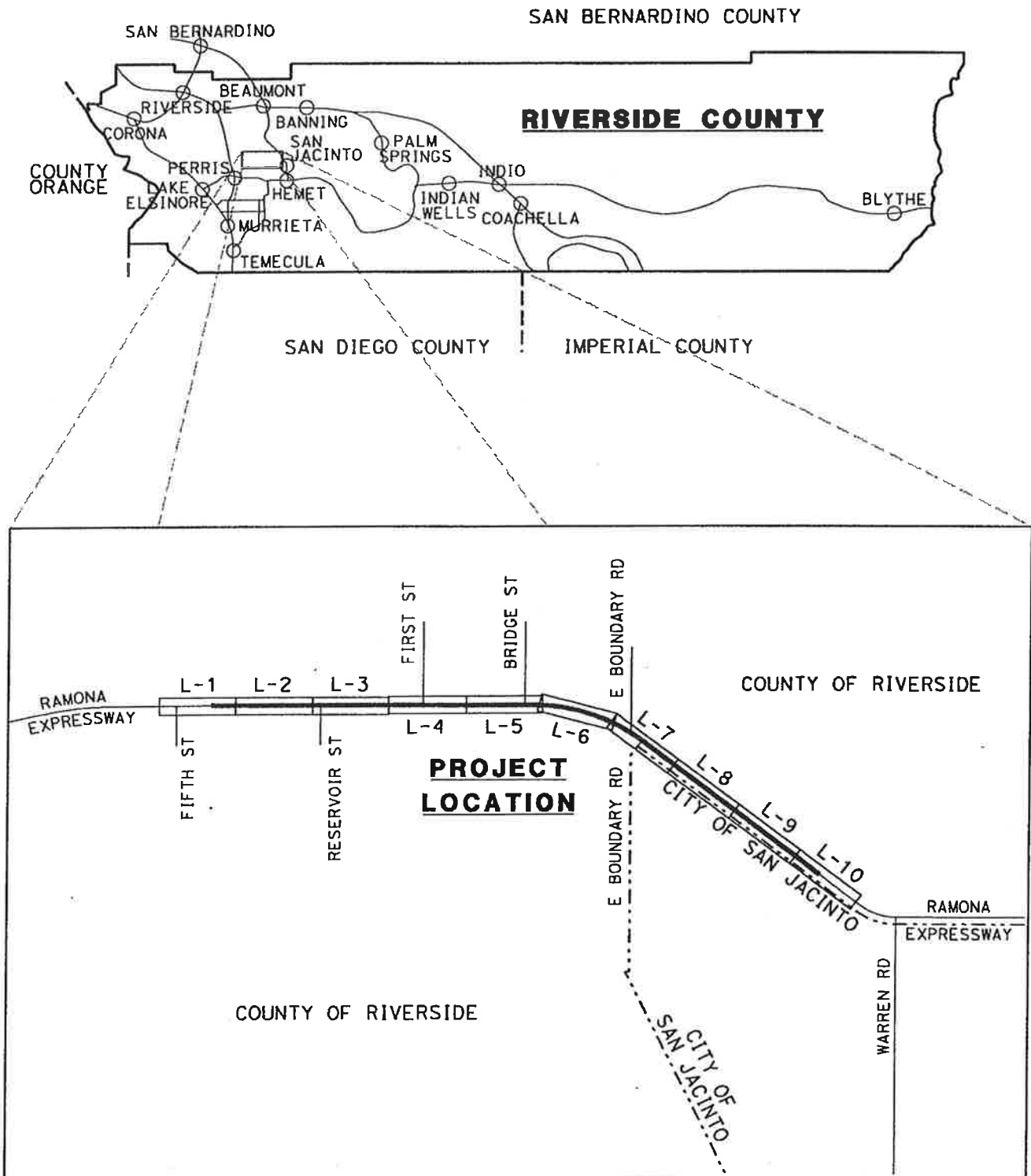
Project Funding

Code	Name	Existing Budget	Proposed Budget
214	Proposition 42 (sales tax on gas)	2,690,000	2,690,000
215	Proposition 1B (State bond funds-Local Roads)	1,000,000	1,917,000
630	DIF AP10 Maj. Imp. Fnd-Upper San Jacinto Valley	100,000	
300	Measure A/Western	122,000	122,000
Totals		3,912,000	4,729,000

Comments

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

RAMONA EXPRESSWAY
RESURFACING PROJECT AND ROAD WIDENING PROJECT



PROJECT LENGTH = 3.48 Miles
T. 4 S., R. 2 W., SEC. 9-13
2009 THOMAS GUIDE PG 779, D-2; TO PG 780, B-3
VICINITY MAP



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1
Dated December 14, 2010

to the
Specifications and Contract Documents
for the Resurfacing and Road Widening of

Ramona Expressway
Project No. B9-0960

Bids Due: Wednesday, January 5, 2011; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street, Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans and Special Provisions for the referenced project. The 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 as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: **Revised Proposal.** Delete Proposal (Pages B3 through B4) and replace with Attachment "A" which is made a part hereof. The following changes have been made to the Proposal:

- a. "Item Name" and "Estimated Quantities" are revised from the following bid item:
 - Item 3, "RUBBERIZED HOT MIX ASPHALT (GAP GRADED)"
- b. "Estimated Quantities" are revised from the following bid items:
 - Item 2, "GRINDING ASPHALT CONCRETE IN PLACE"
 - Item 12, "ROADWAY EXCAVATION"
 - Item 13, "SHOULDER BACKING"
 - Item 14, "IMPORTED BORROW"
 - Item 16, "CLASS 2 AGGREGATE BASE"
 - Item 17, "HOT MIX ASPHALT (TYPE C)"

- Item 18, "RUMBLE STRIP"
- Item 19, "PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)"
- Item 27, "35" X 24" STEEL FLARED END PIPE ARCH SECTION"
- Item 28, "DELINEATOR (CLASS 1)"
- Item 29, "OBJECT MARKER (TYPE L)"
- Item 30, "THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING"
- Item 32, "PAVEMENT MARKER (REFLECTIVE)"
- Item 34, "TEMPORARY FENCE (TYPE ESA)"

c. "Contract Unit of Measurement" and "Estimated Quantity" are revised from the following bid item:

- Item 35, "MINOR CONCRETE (HEADWALL)"

d. The following bid items have been added:

- Item 34.A, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN"

Item 2: **Revision of Liquidated Damages.** Refer to section "LIQUIDATED DAMAGES" on page 49. The first sentence of the first paragraph is deleted and replaced with the following sentence:

"The Contractor shall diligently prosecute the work to completion before the expiration of **40** working days including Saturdays from the date stated in the "Notice to Proceed"."

Item 3: **Revision of Hours of Work.** Refer to section "HOURS OF WORK" on page 50. The first and second paragraphs are deleted and replaced with the following paragraphs:

"Attention is directed to Section "Instructions To Bidders" item 17 "Hours of Work" page **A6** of these Specification."

"Hours of work will be between 7:00 A.M. and 6:00 P.M., Monday through Saturday, except legal holidays, or as approved by the Engineer. If necessary, night time work will be allowed. The Contractor shall notify and coordinate the work schedule for night time with the Resident Engineer 48 hours prior commencing any night time work. Exceptions and specific work schedules shall be submitted to the Resident Engineer for consideration."

Item 4: **Order of work.** Refer to section "ORDER OF WORK" on pages 50 through 51. The following Special Provisions is added hereby:

"No lane closures will be permitted between the working hours of 5:00 A.M. and 8:00 P.M. unless approved by the Director of Transportation."

Item 5: **Maintaining Traffic.** Refer to section "MAINTAINING TRAFFIC" on pages 55 through 56. The following Special Provisions is added hereby:

"No lane closures will be permitted between the working hours of 5:00 A.M. and 8:00 P.M. and or as directed by the Director of Transportation."

Item 6: **Traffic Control Systems/Public Convenience/Public Safety.** Refer to section "TRAFFIC CONTROL SYSTEMS/ PUBLIC CONVENIENCE/ PUBLIC SAFETY" on pages 56 through 58. The following paragraph is deleted:

"Work is authorized only from 8:00 p.m. to 5:00 a.m., Monday to Saturday, excluding holidays, except as directed by the Engineer"

Item 7: **Traffic Control Systems/Public Convenience/Public Safety.** Refer to section "TRAFFIC CONTROL SYSTEMS/ PUBLIC CONVENIENCE/ PUBLIC SAFETY" on pages 56 through 58. The last paragraph is deleted and replaced with the following:

"Payment - Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing, installing and maintaining all traffic control devices shown on the traffic control plan, shall be paid for on a lump sum basis and no additional compensation will be allowed therefor."

Item 8: **Roadway Excavation.** Refer to section "ROADWAY EXCAVATION" on page 69. The following Special Provision is added hereby:

"Roadway Excavation quantities will be calculated by the County of Riverside Survey Department using roadway cross sections taken every one hundred (100) feet before and after the completion of this project and will be available to the contractor as requested.

Payment for Roadway Excavation will be completed based on the quantities generated by the County of Riverside Survey Department roadway cross sections."

Item 9: **Earthwork-Imported Borrow.** Refer to section "EARTHWORK-IMPORTED BORROW" on pages 69 through 70. The following Special Provision is added hereby:

"Earthwork-Imported Borrow will be calculated by the County of Riverside Survey Department using roadway cross sections taken every one hundred (100) feet before and after the completion of this project and will be available to the contractor as requested.

Payment for Earthwork-Imported Borrow will be completed based on the quantities generated by the County of Riverside Survey Department roadway cross sections.

All dirt and gravel driveways shall be reconstructed with class 3 aggregate base and shall conform to Section 26 of the Standard Specifications and these Special Provisions.

Payment for the reconstruction of dirt and gravel driveways shall be included in the contract unit price paid by the cubic yard for Imported Borrow and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved as shown in the plans, as specified herein, and as directed by the Engineer."

Item 10: **Minor Concrete Structures.** Refer to section "MINOR CONCRETE STRUCTURES" on page 94. The last two paragraphs are deleted and replaced with the following:

"The contract unit price paid by **each** for minor concrete headwall will not be adjusted if the constructed height of said minor structure, including revisions by Engineer, is within + 0.5 foot of the vertical dimension shown on the plans.

Payment for all work involved in the construction of minor concrete headwall will be paid by the contract unit price **per each** and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the complete structure, including the structure excavation and backfill, furnishing and placing reinforcement, and metal frames, covers and grates and no further allowances shall be allowed."

Item 11: Minor Concrete Footing. Refer to section "MINOR CONCRETE FOOTING" on page 95. The two paragraphs are deleted and replaced with the following::

"Minor concrete footing shall be constructed to details as shown on the plans and shall conform to the applicable portions of Sections 51, 52, 55, 75, 86 and 90 of the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit bid price paid per each for Minor Concrete Footing shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the complete structure, including removal and disposal of existing concrete footing, structure excavation and backfill, furnishing and placing reinforcement, sleeve nuts, anchor bolts, base plates, and threaded stud bolts required as shown on the plans, Caltrans Standard Plans, as specified herein, and as directed by the Engineer and no additional compensation will be allowed therefor."

Item 12 Miscellaneous Facilities-Flared End Sections. Refer to section "MISCELLANEOUS FACILITIES-FLARED END SECTIONS" on page 99. The last paragraph is deleted and replaced with the following paragraph:

"The contract unit bid prices paid per each for Flared End Sections of the types specified in the Engineer's estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including structures excavation and backing, removal and disposal of existing flared end sections as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor."

Item 13 Construction Project Funding Identification Sign. The following Special Provisions are added hereby:

"The Contractor shall furnish and install Construction Project Funding Identification Signs (4' X 8'); the signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction (See Attachment B to Addendum 1). The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop
Riverside County Transportation Department
McKenzie Highway Operations Center
2950 Washington Street
Riverside, California 92504
Telephone (951) 955-6894

Method of Payment

The contract price paid **per each** for Construction Project Funding Identification Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor."

- Item 14** **Water Pollution Control (Santa Ana River Basin-Risk Level 1).** Refer to section entitled "WATER POLLUTION CONTROL (SANTA ANA RIVER BASIN-RISK LEVEL 1)" pages 60 through 66. Delete the last paragraph on page 62 and replaced with the following:

"Within **ten (10)** working days after the award of the contract, the Contractor shall submit two (2) copies of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's SWPPP/MP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised SWPPP/MP that is reviewed and approved by the Engineer."

- Item 15** **Hot Mix Asphalt.** Refer to sub-section entitled "HOT MIX ASPHALT TYPE C" in section "HOT MIX ASPHALT" pages 76 through 85. Delete the third and fourth paragraphs on page 81 and replace with the following paragraphs:

"The nominal maximum size aggregate (NMSA) shall be of the size specified on the plans and shall meet the grading requirements for **1 inch** as specified in this provision.

The Sand Equivalent of the aggregate shall be a minimum of **47.**"

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

Cindi A. Wachi
Cindi Wachi, PE
Project Manager



Concurrence:

Khalid Nasim
Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____

(Contractor)

MM:JRJ:jrj:rr

ATTACHMENTS

A – PROPOSAL

**B – EXHIBIT- CONSTRUCTION PROJECT FUNDING
IDENTIFICATION SIGN**

**RAMONA EXPRESSWAY
RESURFACING AND ROAD WIDENING PROJECT**

PROJECT No. B9-0960

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00
2	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000		
3	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625		
4	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	60		
5	066102	DUST ABATÉMENT	LS	1		
6	066148	RELOCATE SIGNS	EA	6		
7	074020	WATER POLLUTION CONTROL	LS	1		
8	120100	TRAFFIC CONTROL SYSTEM	LS	1		
9	151281	SALVAGE ROADSIDE SIGN	EA	6		
10	160101	CLEARING AND GRUBBING	LS	1		
11	170101	DEVELOP WATER SUPPLY	LS	1		
12	190101	ROADWAY EXCAVATION	CY	9,965		
13	190185	SHOULDER BACKING	LF	29,000		
14	198001	IMPORTED BORROW	CY	9,520		
15	066578	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6		
16	260201	CLASS 2 AGGREGATE BASE	CY	4,620		
17	390130	HOT MIX ASPHALT (TYPE C)	TON	29,400		
18	394050	RUMBLE STRIP	LF	83,000		
19	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000		
20	510502	MINOR CONCRETE FOOTING	EA	2		
21	566011	ROADSIDE SIGN - ONE POST	EA	15		
22	650018	24" REINFORCED CONCRETE PIPE	LF	230		
23	650026	36" REINFORCED CONCRETE PIPE	LF	176		
24	705206	24" CONCRETE FLARED END SECTION	LF	3		
25	705210	36" CONCRETE FLARED END SECTION	LF	4		
26	667020	35" X 24" CORRUGATED STEEL PIPE ARCH (.138" THICK)	LF	72		

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27	705409	35" X 24" STEEL FLARED END PIPE ARCH SECTION	EA	1		
28	820107	DELINEATOR (CLASS 1)	EA	30		
29	820132	OBJECT MARKER (TYPE L)	EA	12		
30	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255		
31	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900		
32	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,900		
33	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300		
34	071325	TEMPORARY FENCE (TYPE ESA)	LF	10,200		
34.A	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2		

SUBTOTAL _____ \$
ITEMS 1-34.A "WORDS"

ALTERNATE BID No. 1

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
35	510535	MINOR CONCRETE (HEADWALL)	EA	4		
36	667038	64" X 43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164		
37	705419	64" X 43" STEEL FLARED END PIPE ARCH SECTION	EA	4		

SUBTOTAL _____ \$
ITEMS 35-37 "WORDS"

PROJECT TOTAL: _____ \$
ITEMS 1-37 "WORDS"

CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN

State Transportation Bond Funds

AT WORK

**Ramona Expressway
Rehabilitation**



County of Riverside Transportation Department



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 2
Dated December 28, 2010

to the
Specifications and Contract Documents
for the Resurfacing and Road Widening of

Ramona Expressway
Project No. B9-0960

Bids Due: Wednesday, January 5, 2011; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans and Special Provisions for the referenced project. The 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 as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Obstructions. Refer to section OBSTRUCTIONS on pages 99 through 102. The following Special Provisions are added to this section and made part hereof:

"We have been informed that manholes, owned by Verizon Communications, exist within the project limits which may be impacted by the project improvements. In the event that any Verizon manholes require any adjustments, the Contractor shall contact Mr. Phil Brillinger of Verizon Communications at (951) 658-7305. The Contractor shall not work on Verizon facilities without written approval from the owner. Full compensation for communication and coordination with any affected utility owners shall be considered as included in the various items of work, and no additional compensation will be allowed therefor."

Item 2: Paint Traffic Stripe (2-Coats). Refer to section PAINT TRAFFIC STRIPE (2-COATS) on pages 90 through 92. The sentence "The Paint for traffic striping and markings shall be as follows, or an approved equal:", on page 91, is hereby deleted and replaced with the following paragraph:

“The paint for traffic striping and markings shall be as follows, or an alternate product which performs in a similar manner as approved by the Engineer. The listed product is intended as a guideline, and products from alternate manufacturers will be accepted provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor.”

Item 3: **Potholing.** Attention is directed to the existence of utility facilities that cross the planned road widening areas (Construction note 9). The following Special Provisions are added to this section and made part hereof:

POTHOLING:

The Contractor is directed to pothole all utility facilities, including services, that exist within the roadway widening area, prior to performing any excavation.

If the existing utility is shallow, as determined by the Engineer, the Contractor shall contact the owner of the utility and arrange for a meeting with the utility owner and the Engineer to determine the course of action so as to protect the utility in-place.

All decisions and direction of the Engineer shall be considered as final.

All work near and affecting shallow utility facilities within the roadway widening areas shall be performed only after providing the utility owner with at least 48 hours advance notice of such work.

EMWD also requires an inspector on site during any work within 10 ft. of Reclaimed and Raw water pipelines. The Contractor shall notify John Foster of EMWD at 951-928-3777 ext. 6107 a minimum of 48 hrs. in advance of said work.

Full compensation for compliance with the potholing and coordination requirements of this Addendum item shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

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

Cindi A. Wachi

Cindi Wachi, PE
Project Manager



Concurrence:

Khalid Nasim

12/29/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____

(Contractor)

MM:JRJ:jrj:rr

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road

Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10/
Bids Open: 2 pm Date: Wednesday, January 5, 2011

PROJECT NO. B9-0960

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			All American Asphalt Corona, CA 92878	
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00	100,000.00	100,000.00	
2	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000	2.50	225,000.00	1.10	99,000.00	
3	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625	85.00	988,125.00	74.40	864,900.00	
4	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	60	30.00	1,800.00	42.00	2,520.00	
5	066102	DUST ABATEMENT	LS	1	10,000.00	10,000.00	1,020.00	1,020.00	
6	066148	RELOCATE SIGNS	EA	6	150.00	900.00	440.00	2,640.00	
7	074020	WATER POLLUTION CONTROL	LS	1	25,000.00	25,000.00	11,700.00	11,700.00	
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	125,000.00	125,000.00	134,500.00	134,500.00	
9	151281	SALVAGE ROADSIDE SIGN	EA	6	100.00	600.00	45.90	275.40	
10	160101	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00	3,060.00	3,060.00	
11	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	770.00	770.00	
12	190101	ROADWAY EXCAVATION	CY	9,965	30.00	298,950.00	10.15	101,144.75	
13	190185	SHOULDER BACKING	LF	29,000	3.00	87,000.00	0.84	24,360.00	
14	198001	IMPORTED BORROW	CY	9,520	30.00	285,600.00	9.05	86,156.00	
15	066578	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	750.00	4,500.00	1,480.00	8,880.00	
16	260201	CLASS 2 AGGREGATE BASE	CY	4,620	30.00	138,600.00	22.25	102,795.00	
17	390130	HOT MIX ASPHALT (TYPE C)	TON	29,400	80.00	2,352,000.00	58.20	1,711,080.00	
18	394050	RUMBLE STRIP	LF	83,000	0.75	62,250.00	0.15	12,450.00	
19	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000	7.00	7,000.00	4.80	4,800.00	
20	510502	MINOR CONCRETE FOOTING	EA	2	1,000.00	2,000.00	2,860.00	5,720.00	
21	566011	ROADSIDE SIGN - ONE POST	EA	15	200.00	3,000.00	247.00	3,705.00	
22	650018	24" REINFORCED CONCRETE PIPE	LF	230	170.00	39,100.00	153.00	35,190.00	
23	650026	36" REINFORCED CONCRETE PIPE	LF	176	200.00	35,200.00	157.00	27,632.00	
24	705206	24" CONCRETE FLARED END SECTION	LF	3	2,000.00	6,000.00	1,390.00	4,170.00	

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road

Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10/)
Bids Open: 2 pm Date: Wednesday, January 5, 2011

PROJECT NO. B9-0960

BASE BID (Continued)		COUNTY'S ESTIMATE				All American Asphalt Corona, CA 92878		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	705210	36" CONCRETE FLARED END SECTION	LF	4	2,500.00	10,000.00	1,940.00	7,760.00
26	667020	35" X 24" CORRUGATED STEEL PIPE ARCH (.138" THICK)	LF	72	200.00	14,400.00	204.00	14,688.00
27	705409	35" X 24" STEEL FLARED END PIPE ARCH SECTION	EA	1	500.00	500.00	1,300.00	1,300.00
28	820107	DELINEATOR (CLASS 1)	EA	30	50.00	1,500.00	31.00	930.00
29	820132	OBJECT MARKER (TYPE L)	EA	12	20.00	240.00	46.00	552.00
30	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255	6.00	7,530.00	3.25	4,078.75
31	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900	0.50	69,950.00	0.20	27,980.00
32	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,900	3.00	11,700.00	3.05	11,895.00
33	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300	3.00	18,900.00	1.27	8,001.00
34	071325	TEMPORARY FENCE (TYPE ESA)	LF	10,200	5.00	51,000.00	3.57	36,414.00
34.A	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2	250.00	500.00	765.00	1,530.00
SUBTOTAL (Base Bid)						5,018,845.00		3,463,596.90
ITEMS 1-34A								

ALTERNATE BID SCHEDULE 1

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
35	510535	MINOR CONCRETE (HEADWALL)	EA	4	250.00	1,000.00	3,060.00	12,240.00
36	667038	64" X 43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164	300.00	49,200.00	230.00	37,720.00
37	705419	64" X 43" STEEL FLARED END PIPE ARCH SECTION	EA	4	1,200.00	4,800.00	2,750.00	11,000.00
SUBTOTAL (Alternate Bid)						55,000.00		60,960.00
ITEMS 35 - 37								

PROJECT TOTAL						5,073,845.00		3,524,556.90
ITEMS 1-37								

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road

Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10)
Bids Open: 2 pm Date: Wednesday, January 5, 2011

PROJECT NO. B9-0960

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	R.J. Noble Company Orange, CA 92856		Griffith Company Santa Fe Springs, CA 90670	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
2	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000	1.35	121,500.00	1.38	124,200.00
3	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625	73.00	848,625.00	81.00	941,625.00
4	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	60	32.00	1,920.00	100.00	6,000.00
5	066102	DUST ABATEMENT	LS	1	50,000.00	50,000.00	20,000.00	20,000.00
6	066148	RELOCATE SIGNS	EA	6	285.00	1,710.00	200.00	1,200.00
7	074020	WATER POLLUTION CONTROL	LS	1	12,000.00	12,000.00	8,000.00	8,000.00
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	65,000.00	65,000.00	366,856.00	366,856.00
9	151281	SALVAGE ROADSIDE SIGN	EA	6	105.00	630.00	150.00	900.00
10	160101	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00	30,000.00	30,000.00
11	170101	DEVELOP WATER SUPPLY	LS	1	15,000.00	15,000.00	5,000.00	5,000.00
12	190101	ROADWAY EXCAVATION	CY	9,965	8.75	87,193.75	5.00	49,825.00
13	190185	SHOULDER BACKING	LF	29,000	1.55	44,950.00	1.66	48,140.00
14	198001	IMPORTED BORROW	CY	9,520	10.00	95,200.00	7.00	66,640.00
15	066578	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	3,400.00	20,400.00	2,200.00	13,200.00
16	260201	CLASS 2 AGGREGATE BASE	CY	4,620	23.65	109,263.00	22.70	104,874.00
17	390130	HOT MIX ASPHALT (TYPE C)	TON	29,400	59.00	1,734,600.00	64.00	1,881,600.00
18	394050	RUMBLE STRIP	LF	83,000	0.30	24,900.00	0.15	12,450.00
19	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000	27.75	27,750.00	18.00	18,000.00
20	510502	MINOR CONCRETE FOOTING	EA	2	2,900.00	5,800.00	1,500.00	3,000.00
21	566011	ROADSIDE SIGN - ONE POST	EA	15	285.00	4,275.00	225.00	3,375.00
22	650018	24" REINFORCED CONCRETE PIPE	LF	230	155.00	35,650.00	160.00	36,800.00
23	650026	36" REINFORCED CONCRETE PIPE	LF	176	158.00	27,808.00	234.00	41,184.00
24	705206	24" CONCRETE FLARED END SECTION	LF	3	1,400.00	4,200.00	750.00	2,250.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road

Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10/)
Bids Open: 2 pm Date: Wednesday, January 5, 2011

PROJECT NO. B9-0960

BASE BID (Continued) ITEM NO. / ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	R.J. Noble Company Orange, CA 92856		Griffith Company Santa Fe Springs, CA 90670	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	36" CONCRETE FLARED END SECTION	LF	4	1,950.00	7,800.00	780.00	3,120.00
26	35" X 24" CORRUGATED STEEL PIPE ARCH (.138" THICK)	LF	72	205.00	14,760.00	227.00	16,344.00
27	35" X 24" STEEL FLARED END PIPE ARCH SECTION	EA	1	1,300.00	1,300.00	1,600.00	1,600.00
28	DELINEATOR (CLASS 1)	EA	30	35.00	1,050.00	80.00	2,400.00
29	OBJECT MARKER (TYPE L)	EA	12	35.00	420.00	100.00	1,200.00
30	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255	3.10	3,890.50	4.00	5,020.00
31	PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900	0.16	22,384.00	0.10	13,990.00
32	PAVEMENT MARKER (REFLECTIVE)	EA	3,900	3.00	11,700.00	3.50	13,650.00
33	PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300	1.30	8,190.00	1.25	7,875.00
34	TEMPORARY FENCE (TYPE ESA)	LF	10,200	3.60	36,720.00	6.00	61,200.00
34-A	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2	525.00	1,050.00	2,000.00	4,000.00
	SUBTOTAL (Base Bid)				3,577,639.25		4,015,518.00
	ITEMS 1-34A						

ALTERNATE BID SCHEDULE							
ALTERNATE BID SCHEDULE ITEM NO. / ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
35	MINOR CONCRETE (HEADWALL)	EA	4	3,100.00	12,400.00	3,067.00	12,268.00
36	64" X 43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164	280.00	45,920.00	261.00	42,804.00
37	64" X 43" STEEL FLARED END PIPE ARCH SECTION	EA	4	2,775.00	11,100.00	2,300.00	9,200.00
	SUBTOTAL (Alternate Bid)				69,420.00		64,272.00
	ITEMS 35 - 37						

PROJECT TOTAL	
ITEMS 1-37	3,647,059.25
	4,079,790.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road

Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10/
Bids Open: 2 pm Date: Wednesday, January 5, 2011

PROJECT NO. B9-0960

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Match Corporation San Bernardino, CA 92412		Sim J. Harris, Inc. San Diego, CA 92126	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
2	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000	2.50	225,000.00	2.75	247,500.00
3	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625	87.00	1,011,375.00	88.00	1,023,000.00
4	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	60	18.00	1,080.00	60.00	3,600.00
5	066102	DUST ABATEMENT	LS	1	10,091.00	10,091.00	5,000.00	5,000.00
6	066148	RELOCATE SIGNS	EA	6	180.00	1,080.00	125.00	750.00
7	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	12,000.00	12,000.00
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	56,000.00	56,000.00	85,000.00	85,000.00
9	151281	SALVAGE ROADSIDE SIGN	EA	6	100.00	600.00	50.00	300.00
10	160101	CLEARING AND GRUBBING	LS	1	12,000.00	12,000.00	25,000.00	25,000.00
11	170101	DEVELOP WATER SUPPLY	LS	1	162,000.00	162,000.00	3,500.00	3,500.00
12	190101	ROADWAY EXCAVATION	CY	9,965	16.80	167,412.00	17.00	169,405.00
13	190185	SHOULDER BACKING	LF	29,000	0.55	15,950.00	0.75	21,750.00
14	198001	IMPORTED BORROW	CY	9,520	11.00	104,720.00	15.00	142,800.00
15	066578	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	2,500.00	15,000.00	2,500.00	15,000.00
16	260201	CLASS 2 AGGREGATE BASE	CY	4,620	25.00	115,500.00	24.00	110,880.00
17	390130	HOT MIX ASPHALT (TYPE C)	TON	29,400	60.00	1,764,000.00	69.00	2,028,600.00
18	394050	RUMBLE STRIP	LF	83,000	0.30	24,900.00	0.30	24,900.00
19	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000	50.00	50,000.00	5.00	5,000.00
20	510502	MINOR CONCRETE FOOTING	EA	2	3,000.00	6,000.00	2,500.00	5,000.00
21	566011	ROADSIDE SIGN - ONE POST	EA	15	290.00	4,350.00	200.00	3,000.00
22	650018	24" REINFORCED CONCRETE PIPE	LF	230	149.00	34,270.00	100.00	23,000.00
23	650026	36" REINFORCED CONCRETE PIPE	LF	176	214.00	37,664.00	150.00	26,400.00
24	705206	24" CONCRETE FLARED END SECTION	LF	3	698.00	2,094.00	450.00	1,350.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road**

**Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10/
Bids Open: 2 pm Date: Wednesday, January 5, 2011**

PROJECT NO. B9-0960

BASE BID (Continued)		Match Corporation San Bernardino, CA 92412		Sim J. Harris, Inc. San Diego, CA 92126				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	705210	36" CONCRETE FLARED END SECTION	LF	4	725.00	2,900.00	900.00	3,600.00
26	667020	35" X 24" CORRUGATED STEEL PIPE ARCH (.138" THICK)	LF	72	219.00	15,768.00	250.00	18,000.00
27	705409	35" X 24" STEEL FLARED END PIPE ARCH SECTION	EA	1	1,499.00	1,499.00	225.00	225.00
28	820107	DELINEATOR (CLASS 1)	EA	30	54.00	1,620.00	50.00	1,500.00
29	820132	OBJECT MARKER (TYPE L)	EA	12	86.00	1,032.00	80.00	960.00
30	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255	5.00	6,275.00	4.00	5,020.00
31	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900	0.10	13,990.00	0.10	13,990.00
32	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,900	3.50	13,650.00	3.25	12,675.00
33	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300	1.20	7,560.00	1.15	7,245.00
34	071325	TEMPORARY FENCE (TYPE ESA)	LF	10,200	5.20	53,040.00	5.00	51,000.00
34.A	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2	800.00	1,600.00	1,000.00	2,000.00
SUBTOTAL (Base Bid)						4,043,020.00		4,198,950.00
ITEMS 1-34A								

ALTERNATE BID SCHEDULE 1

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
35	510535	MINOR CONCRETE (HEADWALL)	EA	4	1,500.00	6,000.00	5,000.00	20,000.00
36	667038	64" X 43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164	257.00	42,148.00	200.00	32,800.00
37	705419	64" X 43" STEEL FLARED END PIPE ARCH SECTION	EA	4	2,208.00	8,832.00	1,000.00	4,000.00
SUBTOTAL (Alternate Bid)						56,980.00		56,800.00
ITEMS 35 - 37								

PROJECT TOTAL		PROJECT TOTAL	
ITEMS 1-37		ITEMS 1-37	
	4,100,000.00		4,255,750.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road

Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10/
Bids Open: 2 pm Date: Wednesday, January 5, 2011

PROJECT NO. B9-0960

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Excel Paving Company Long Beach, CA 90806		Granite Construction Co. Watsonville, CA 95076	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
2	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000	1.60	144,000.00	2.50	225,000.00
3	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625	80.00	930,000.00	84.00	976,500.00
4	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	60	65.00	3,900.00	110.00	6,600.00
5	066102	DUST ABATEMENT	LS	1	29,992.00	29,992.00	55,000.00	55,000.00
6	066148	RELOCATE SIGNS	EA	6	150.00	900.00	150.00	900.00
7	074020	WATER POLLUTION CONTROL	LS	1	35,000.00	35,000.00	30,000.00	30,000.00
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	209,000.00	209,000.00	162,000.00	162,000.00
9	151281	SALVAGE ROADSIDE SIGN	EA	6	1,000.00	6,000.00	65.00	390.00
10	160101	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00	29,500.00	29,500.00
11	170101	DEVELOP WATER SUPPLY	LS	1	30,000.00	30,000.00	26,000.00	26,000.00
12	190101	ROADWAY EXCAVATION	CY	9,965	40.00	398,600.00	4.00	39,860.00
13	190185	SHOULDER BACKING	LF	29,000	3.00	87,000.00	1.20	34,800.00
14	198001	IMPORTED BORROW	CY	9,520	7.00	66,640.00	8.00	76,160.00
15	066578	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	2,200.00	13,200.00	4,500.00	27,000.00
16	260201	CLASS 2 AGGREGATE BASE	CY	4,620	35.00	161,700.00	20.00	92,400.00
17	390130	HOT MIX ASPHALT (TYPE C)	TON	29,400	60.00	1,764,000.00	82.00	2,410,800.00
18	394050	RUMBLE STRIP	LF	83,000	0.50	41,500.00	0.15	12,450.00
19	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000	25.00	25,000.00	15.00	15,000.00
20	510502	MINOR CONCRETE FOOTING	EA	2	1,650.00	3,300.00	3,000.00	6,000.00
21	566011	ROADSIDE SIGN - ONE POST	EA	15	235.00	3,525.00	130.00	1,950.00
22	650018	24" REINFORCED CONCRETE PIPE	LF	230	170.00	39,100.00	180.00	41,400.00
23	650026	36" REINFORCED CONCRETE PIPE	LF	176	200.00	35,200.00	190.00	33,440.00
24	705206	24" CONCRETE FLARED END SECTION	LF	3	5,500.00	16,500.00	1,000.00	3,000.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Ramona Expressway, Resurfacing and Road Widening Project
From 1000 Ft. East of 5th Street to 2800 ft. West of Warren Road**

Advertised: December 14, 2010 (Agenda Item: 3.58)
Addenda: No. 1 (12/14/10), No. 2(12/28/10/)
Bids Open: 2 pm Date: Wednesday, January 5, 2011

PROJECT NO. B9-0960

BASE BID (Continued) ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Excel Paving Company Long Beach, CA 90806		Granite Construction Co. Watsonville, CA 95076	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	705210 36" CONCRETE FLARED END SECTION	LF	4	1,100.00	4,400.00	1,200.00	4,800.00
26	667020 35" X 24" CORRUGATED STEEL PIPE ARCH (.138" THICK)	LF	72	300.00	21,600.00	180.00	12,960.00
27	705409 35" X 24" STEEL FLARED END PIPE ARCH SECTION	EA	1	1,300.00	1,300.00	200.00	200.00
28	820107 DELINEATOR (CLASS 1)	EA	30	59.00	1,770.00	50.00	1,500.00
29	820132 OBJECT MARKER (TYPE L)	EA	12	94.00	1,128.00	80.00	960.00
30	840519 THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255	5.00	6,275.00	4.20	5,271.00
31	840656 PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900	0.12	16,788.00	0.15	20,985.00
32	850102 PAVEMENT MARKER (REFLECTIVE)	EA	3,900	4.00	15,600.00	3.50	13,650.00
33	850101 PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300	1.40	8,820.00	1.30	8,190.00
34	071325 TEMPORARY FENCE (TYPE ESA)	LF	10,200	5.00	51,000.00	3.00	30,600.00
34-A	000003 CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2	1,500.00	3,000.00	840.00	1,680.00
	SUBTOTAL (Base Bid) ITEMS 1-34A				4,305,738.00		4,506,946.00

ALTERNATE BID SCHEDULE 1 (RCSD)							
ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
35	510535 MINOR CONCRETE (HEADWALL)	EA	4	3,000.00	12,000.00	2,500.00	10,000.00
36	667038 64" X 43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164	200.00	32,800.00	190.00	31,160.00
37	705419 64" X 43" STEEL FLARED END PIPE ARCH SECTION	EA	4	1,900.00	7,600.00	900.00	3,600.00
	SUBTOTAL (Alternate Bid) ITEMS 35 - 37				52,400.00		44,760.00

PROJECT TOTAL		ITEMS 1-37	
		4,358,138.00	4,551,706.00



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

**ADDENDUM NUMBER 2
Dated December 28, 2010**

to the
**Specifications and Contract Documents
for the Resurfacing and Road Widening of**

**Ramona Expressway
Project No. B9-0960**

Bids Due: **Wednesday, January 5, 2011; 2:00 p.m.**
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans and Special Provisions for the referenced project. The 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 as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Obstructions. Refer to section OBSTRUCTIONS on pages 99 through 102. The following Special Provisions are added to this section and made part hereof:

"We have been informed that manholes, owned by Verizon Communications, exist within the project limits which may be impacted by the project improvements. In the event that any Verizon manholes require any adjustments, the Contractor shall contact Mr. Phil Brillinger of Verizon Communications at (951) 658-7305. The Contractor shall not work on Verizon facilities without written approval from the owner. Full compensation for communication and coordination with any affected utility owners shall be considered as included in the various items of work, and no additional compensation will be allowed therefor."

Item 2: Paint Traffic Stripe (2-Coats). Refer to section PAINT TRAFFIC STRIPE (2-COATS) on pages 90 through 92. The sentence "The Paint for traffic striping and markings shall be as follows, or an approved equal," on page 91, is hereby deleted and replaced with the following paragraph:

Addendum No. 2
Ramona Expressway Resurfacing and Widening Project
December 28, 2010
Page 2 of 3

"The paint for traffic striping and markings shall be as follows, or an alternate product which performs in a similar manner as approved by the Engineer. The listed product is intended as a guideline, and products from alternate manufacturers will be accepted provided that the product and its performance are a close approximation of the specified product. The Contractor shall submit the proposed alternate product to the Engineer for evaluation and approval prior to placing an order with the vendor."

Item 3: **Potholing.** Attention is directed to the existence of utility facilities that cross the planned road widening areas (Construction note 9). The following Special Provisions are added to this section and made part hereof:

POTHOLING:

The Contractor is directed to pothole all utility facilities, including services, that exist within the roadway widening area, prior to performing any excavation.

If the existing utility is shallow, as determined by the Engineer, the Contractor shall contact the owner of the utility and arrange for a meeting with the utility owner and the Engineer to determine the course of action so as to protect the utility in-place.

All decisions and direction of the Engineer shall be considered as final.

All work near and affecting shallow utility facilities within the roadway widening areas shall be performed only after providing the utility owner with at least 48 hours advance notice of such work.

EMWD also requires an inspector on site during any work within 10 ft. of Reclaimed and Raw water pipelines. The Contractor shall notify John Foster of EMWD at 951-928-3777 ext. 6107 a minimum of 48 hrs. in advance of said work.

Full compensation for compliance with the potholing and coordination requirements of this Addendum item shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

Addendum No. 2
Ramona Expressway Resurfacing and Widening Project
December 28, 2010
Page 3 of 3

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

Cindi A. Wachi
Cindi Wachi, PE
Project Manager



Concurrence:

Khalid Nasim 12/29/10
Khalid Nasim, PE
Engineering Division Manager

Acknowledged: Robert Bradley Date: _____
Robert Bradley
(Contractor)

MM:JRJ:rrj:rr
Vice President



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1
Dated December 14, 2010

to the
Specifications and Contract Documents
for the Resurfacing and Road Widening of

Ramona Expressway
Project No. B9-0960

Bids Due: Wednesday, January 5, 2011; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans and Special Provisions for the referenced project. The 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 as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: **Revised Proposal.** Delete Proposal (Pages B3 through B4) and replace with Attachment "A" which is made a part hereof. The following changes have been made to the Proposal:

- a. "Item Name" and "Estimated Quantities" are revised from the following bid item:
 - Item 3, "RUBBERIZED HOT MIX ASPHALT (GAP GRADED)"
- b. "Estimated Quantities" are revised from the following bid items:
 - Item 2, "GRINDING ASPHALT CONCRETE IN PLACE"
 - Item 12, "ROADWAY EXCAVATION"
 - Item 13, "SHOULDER BACKING"
 - Item 14, "IMPORTED BORROW"
 - Item 16, "CLASS 2 AGGREGATE BASE"
 - Item 17, "HOT MIX ASPHALT (TYPE C)"

- Item 18, "RUMBLE STRIP"
- Item 19, "PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)"
- Item 27, "35" X 24" STEEL FLARED END PIPE ARCH SECTION"
- Item 28, "DELINEATOR (CLASS 1)"
- Item 29, "OBJECT MARKER (TYPE L)"
- Item 30, "THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING"
- Item 32, "PAVEMENT MARKER (REFLECTIVE)"
- Item 34, "TEMPORARY FENCE (TYPE ESA)"

c. "Contract Unit of Measurement" and "Estimated Quantity" are revised from the following bid item:

- Item 35, "MINOR CONCRETE (HEADWALL)"

d. The following bid items have been added:

- Item 34.A, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN"

Item 2: **Revision of Liquidated Damages.** Refer to section "LIQUIDATED DAMAGES" on page 49. The first sentence of the first paragraph is deleted and replaced with the following sentence:

"The Contractor shall diligently prosecute the work to completion before the expiration of 40 working days including Saturdays from the date stated in the "Notice to Proceed"."

Item 3: **Revision of Hours of Work.** Refer to section "HOURS OF WORK" on page 50. The first and second paragraphs are deleted and replaced with the following paragraphs:

"Attention is directed to Section "Instructions To Bidders" item 17 "Hours of Work" page A6 of these Specification."

"Hours of work will be between 7:00 A.M. and 6:00 P.M., Monday through Saturday, except legal holidays, or as approved by the Engineer. If necessary, night time work will be allowed. The Contractor shall notify and coordinate the work schedule for night time with the Resident Engineer 48 hours prior commencing any night time work. Exceptions and specific work schedules shall be submitted to the Resident Engineer for consideration."

Item 4: **Order of work.** Refer to section "ORDER OF WORK" on pages 50 through 51. The following Special Provisions is added hereby:

"No lane closures will be permitted between the working hours of 5:00 A.M. and 8:00 P.M. unless approved by the Director of Transportation."

Item 5: **Maintaining Traffic.** Refer to section "MAINTAINING TRAFFIC" on pages 55 through 56. The following Special Provisions is added hereby:

"No lane closures will be permitted between the working hours of 5:00 A.M. and 8:00 P.M. and or as directed by the Director of Transportation."

- Item 6:** **Traffic Control Systems/Public Convenience/Public Safety.** Refer to section "TRAFFIC CONTROL SYSTEMS/ PUBLIC CONVENIENCE/ PUBLIC SAFETY on pages 56 through 58. The following paragraph is deleted:
- "Work is authorized only from 8:00 p.m. to 5:00 a.m., Monday to Saturday, excluding holidays, except as directed by the Engineer"
- Item 7:** **Traffic Control Systems/Public Convenience/Public Safety.** Refer to section "TRAFFIC CONTROL SYSTEMS/ PUBLIC CONVENIENCE/ PUBLIC SAFETY on pages 56 through 58. The last paragraph is deleted and replaced with the following:
- "Payment - Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing, installing and maintaining all traffic control devices shown on the traffic control plan, shall be paid for on a lump sum basis and no additional compensation will be allowed therefor."
- Item 8:** **Roadway Excavation.** Refer to section "ROADWAY EXCAVATION" on page 69. The following Special Provision is added hereby:
- "Roadway Excavation quantities will be calculated by the County of Riverside Survey Department using roadway cross sections taken every one hundred (100) feet before and after the completion of this project and will be available to the contractor as requested.
- Payment for Roadway Excavation will be completed based on the quantities generated by the County of Riverside Survey Department roadway cross sections."
- Item 9:** **Earthwork-Imported Borrow.** Refer to section "EARTHWORK-IMPORTED BORROW" on pages 69 through 70. The following Special Provision is added hereby:
- "Earthwork-Imported Borrow will be calculated by the County of Riverside Survey Department using roadway cross sections taken every one hundred (100) feet before and after the completion of this project and will be available to the contractor as requested.
- Payment for Earthwork-Imported Borrow will be completed based on the quantities generated by the County of Riverside Survey Department roadway cross sections.
- All dirt and gravel driveways shall be reconstructed with class 3 aggregate base and shall conform to Section 26 of the Standard Specifications and these Special Provisions.
- Payment for the reconstruction of dirt and gravel driveways shall be included in the contract unit price paid by the cubic yard for Imported Borrow and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved as shown in the plans, as specified herein, and as directed by the Engineer."
- Item 10:** **Minor Concrete Structures.** Refer to section "MINOR CONCRETE STRUCTURES" on page 94. The last two paragraphs are deleted and replaced with the following:
- "The contract unit price paid by **each** for minor concrete headwall will not be adjusted if the constructed height of said minor structure, including revisions by Engineer, is within + 0.5 foot of the vertical dimension shown on the plans.

Payment for all work involved in the construction of minor concrete headwall will be paid by the contract unit price **per each** and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the complete structure, including the structure excavation and backfill, furnishing and placing reinforcement, and metal frames, covers and grates and no further allowances shall be allowed."

Item 11: Minor Concrete Footing. Refer to section "MINOR CONCRETE FOOTING" on page 95. The two paragraphs are deleted and replaced with the following:

"Minor concrete footing shall be constructed to details as shown on the plans and shall conform to the applicable portions of Sections 51, 52, 55, 75, 86 and 90 of the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit bid price paid per each for Minor Concrete Footing shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in the complete structure, including removal and disposal of existing concrete footing, structure excavation and backfill, furnishing and placing reinforcement, sleeve nuts, anchor bolts, base plates, and threaded stud bolts required as shown on the plans, Caltrans Standard Plans, as specified herein, and as directed by the Engineer and no additional compensation will be allowed therefor."

Item 12 Miscellaneous Facilities-Flared End Sections. Refer to section "MISCELLANEOUS FACILITIES-FLARED END SECTIONS" on page 99. The last paragraph is deleted and replaced with the following paragraph:

"The contract unit bid prices paid per each for Flared End Sections of the types specified in the Engineer's estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including structures excavation and backing, removal and disposal of existing flared end sections as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor."

Item 13 Construction Project Funding Identification Sign. The following Special Provisions are added hereby:

"The Contractor shall furnish and install Construction Project Funding Identification Signs (4' X 8'); the signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction (See Attachment B to Addendum 1). The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop
Riverside County Transportation Department
McKenzie Highway Operations Center
2950 Washington Street
Riverside, California 92504
Telephone (951) 955-6894

Method of Payment

The contract price paid **per each** for Construction Project Funding Identification Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor."

- Item 14** **Water Pollution Control (Santa Ana River Basin-Risk Level 1).** Refer to section entitled "WATER POLLUTION CONTROL (SANTA ANA RIVER BASIN-RISK LEVEL 1)" pages 60 through 66. Delete the last paragraph on page 62 and replaced with the following:

"Within **ten (10)** working days after the award of the contract, the Contractor shall submit two (2) copies of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's SWPPP/MP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised SWPPP/MP that is reviewed and approved by the Engineer."

- Item 15** **Hot Mix Asphalt.** Refer to sub-section entitled "HOT MIX ASPHALT TYPE C" in section "HOT MIX ASPHALT" pages 76 through 85. Delete the third and fourth paragraphs on page 81 and replace with the following paragraphs:

"The nominal maximum size aggregate (NMSA) shall be of the size specified on the plans and shall meet the grading requirements for **1 inch** as specified in this provision.

The Sand Equivalent of the aggregate shall be a minimum of **47.**"

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

Cindi A. Wachi

Cindi Wachi, PE
Project Manager



Concurrence:

Khalid Nasim

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____

(Contractor)

MM:JRJ:jrj:rr



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

Facsimile Transmittal

December 28, 2010

TO: Plan Holders and Plan Rooms

**FROM: Joel Jimenez
Contracts and Utilities Unit
Voice:(951) 955-6780 Fax:(951) 955-3164
Email: jrjimenez@rctlma.org
www.tlma.co.riverside.ca.us/tran**

**RE: Transmittal of Addendum no. 2
Resurfacing and Road Widening of
Ramona Expressway
Project No. B9-0960**

Number of Pages transmitted: 4

Transmitted is addendum no. 2 to the referenced public works project.

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

ATTACHMENTS

A – PROPOSAL

**B – EXHIBIT- CONSTRUCTION PROJECT FUNDING
IDENTIFICATION SIGN**

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 1/4/11

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 RAMONA EXPRESSWAY RESURFACING AND ROAD WIDENING PROJECT, PROJECT No. B9-0960 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1, 2 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.

**RAMONA EXPRESSWAY
RESURFACING AND ROAD WIDENING PROJECT**

PROJECT No. B9-0960

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00
2	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000	1.10	99000-
3	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625	74.40	864900-
4	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	60	42-	2520-
5	066102	DUST ABATEMENT	LS	1	1020-	1020-
6	066148	RELOCATE SIGNS	EA	6	440-	2640-
7	074020	WATER POLLUTION CONTROL	LS	1	11700-	11700-
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	134500-	134500-
9	151281	SALVAGE ROADSIDE SIGN	EA	6	45.90	275.40
10	160101	CLEARING AND GRUBBING	LS	1	3060-	3060-
11	170101	DEVELOP WATER SUPPLY	LS	1	770-	770-
12	190101	ROADWAY EXCAVATION	CY	9,965	10.15	101144.75
13	190185	SHOULDER BACKING	LF	29,000	.84	24360-
14	198001	IMPORTED BORROW	CY	9,520	9.05	86156-
15	066578	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	1480-	8880-
16	260201	CLASS 2 AGGREGATE BASE	CY	4,620	22.25	102795-
17	390130	HOT MIX ASPHALT (TYPE C)	TON	29,400	58.20	1711080-
18	394050	RUMBLE STRIP	LF	83,000	.15	12450-
19	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000	4.80	4800-
20	510502	MINOR CONCRETE FOOTING	EA	2	2860-	5720-
21	566011	ROADSIDE SIGN - ONE POST	EA	15	247-	3705-
22	650018	24" REINFORCED CONCRETE PIPE	LF	230	153-	35190-
23	650026	36" REINFORCED CONCRETE PIPE	LF	176	157-	27632-
24	705206	24" CONCRETE FLARED END SECTION	LF	3	1390-	4170-
25	705210	36" CONCRETE FLARED END SECTION	LF	4	1940-	7760-
26	667020	35" X 24" CORRUGATED STEEL PIPE ARCH (.138" THICK)	LF	72	204-	14688-

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27	705409	35" X 24" STEEL FLARED END PIPE ARCH SECTION	EA	1	1300-	1300-
28	820107	DELINEATOR (CLASS 1)	EA	30	31-	930-
29	820132	OBJECT MARKER (TYPE L)	EA	12	46-	552-
30	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255	3.25	4078.75
31	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900	.20	27980-
32	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,900	3.05	11895-
33	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300	1.27	8001-
34	071325	TEMPORARY FENCE (TYPE ESA)	LF	10,200	3.57	36414-
34.A	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2	765-	1530-

SUBTOTAL
ITEMS 1-34.A

three million four hundred sixty three thousand five hundred ninety six dollars & 90/100- "WORDS"
\$ 3,463,596.90

ALTERNATE BID No. 1

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
35	510535	MINOR CONCRETE (HEADWALL)	EA	4	3060-	12240-
36	667038	64" X 43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164	230-	37720-
37	705419	64" X 43" STEEL FLARED END PIPE ARCH SECTION	EA	4	2750-	11000 11000- RB

SUBTOTAL
ITEMS 35-37

Sixty thousand nine hundred sixty dollars & 00/100- "WORDS"
\$ 60,960.00

PROJECT TOTAL:
ITEMS 1-37

three million five hundred twenty four thousand five hundred fifty six dollars & 90/100- "WORDS"
\$ 3,524,556.90

BIDDER DATA:

Name of Bidder All American Asphalt

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Daniel Sismore, President

Robert Bradley, Vice President Mark Luer, Secretary

Address P.O. Box 2229 Corona, CA 92878

Phone 951-766-7600

Contractor's License 267073 A, C-12

Type & Number

Expiration Date 1/31/12

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> <small>Ac</small>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
pulverization	soil stabilization/pulverization	orange	866784
stormdrain	SRD Const	anaheim	644233
striping	SCI pavement services	rialto	923649
fencing	AtW fence	monterey park	948093

Percent of work to be performed by sub-contractors: 7.97%

(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
Robert Bradley
TITLE Vice President
"Contractor"

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

N/A

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

N/A

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 4th (day) of January (month), 2011 (year) at Conna, California

Signature of affiant: Robert Bradley
Robert Bradley, Vice President

Note: Notarization of signature required

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 4th day of January, 2011
Date Month

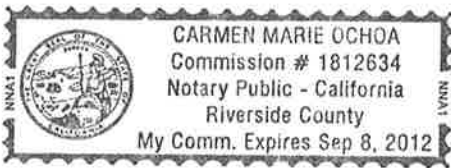
By (1) Robert Bradley
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (+)

(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Signature Carmen Marie Ochoa
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Affidavit for Corporate Contractor

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

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

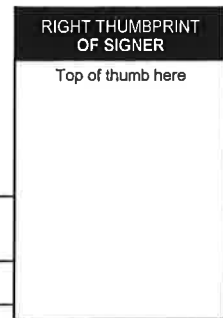
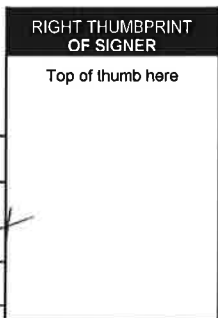
- Individual
- Corporate Officer – Title(s): Vice President
- Partner – Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer's Name: _____

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

Signer is Representing: All American Asphalt

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 Ramona Expressway Resurfacing and Road Widening Project from 1,000-Foot East of Fifth Street in accordance with a Notice Inviting Bids of County dated _____ to 2,800-Foot West of Warren Road, Project No. B9-0960
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: December 20th, 2010

Fidelity and Deposit Company of Maryland

All American Asphalt

By Rebecca Haas-Bates
Title: Attorney in Fact
Rebecca Haas-Bates, "Surety" Attorney-in-Fact

By Robert Bradley
Title: Robert Bradley Vice President
"Contractor"

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 Acknowledgment
Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

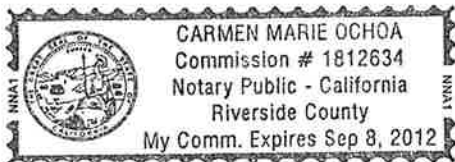
On January 4, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Carmen Marie Ochoa
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: 12/20/10 Number of Pages: 1

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

Individual

Corporate Officer — Title(s): Vice President

Partner — Limited General

Attorney in Fact

Trustee

Other: _____

Signer is Representing:

All American Asphalt

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

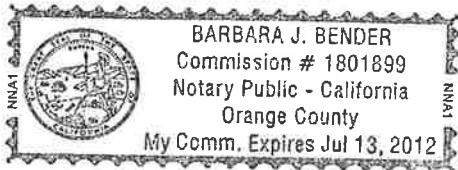
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On 12-20-10 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: Bid Bond

Document Date: 12-20-10 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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Gregory E. Murray Assistant Secretary

William J. Mills

By:

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

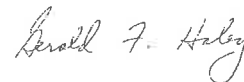
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 20th day of DECEMBER, 2010.



Assistant Secretary

ESCROW NO.: 1750^{SP}
ACCOUNT NO.: 14-908258

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 February, 2011, by and between **County of Riverside**, whose address is 3525 14th 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 **Ramona Expressway Resurfacing and Road Widening/Project No. B9-0960** in the amount of **\$3,524,556.00** (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 14th 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:

Name: **Mark Luer**

Signature: *[Red Stamp]* *Ed Bustie*

Signature: *[Red Stamp]* *[Signature]*

ATTESI:
KECIA HARPER-IHEM, Clerk
By *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* *2/24/11*
MARSHA L. VICTOR DATE

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, **Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **(1 & 2)**. (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.

**RAMONA EXPRESSWAY
RESURFACING AND ROAD WIDENING PROJECT**

PROJECT No. B9-0960

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
----------	-----------	------	------	--------------------	-------------------------	--------------------

BASE BID

1	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00
2	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	90,000	1.10	99,000.00
3	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	11,625	74.40	864,900.00
4	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	60	42.00	2,520.00
5	066102	DUST ABATEMENT	LS	1	1,020.00	1,020.00
6	066148	RELOCATE SIGNS	EA	6	440.00	2,640.00
7	074020	WATER POLLUTION CONTROL	LS	1	11,700.00	11,700.00
8	120100	TRAFFIC CONTROL SYSTEM	LS	1	134,500.00	134,500.00
9	151281	SALVAGE ROADSIDE SIGN	EA	6	45.90	275.40
10	160101	CLEARING AND GRUBBING	LS	1	3,060.00	3,060.00
11	170101	DEVELOP WATER SUPPLY	LS	1	770.00	770.00
12	190101	ROADWAY EXCAVATION	CY	9,965	10.15	101,144.75
13	190185	SHOULDER BACKING	LF	29,000	0.84	24,360.00
14	198001	IMPORTED BORROW	CY	9,520	9.05	86,156.00
15	066578	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6	1,480.00	8,880.00
16	260201	CLASS 2 AGGREGATE BASE	CY	4,620	22.25	102,795.00
17	390130	HOT MIX ASPHALT (TYPE C)	TON	29,400	58.20	1,711,080.00
18	394050	RUMBLE STRIP	LF	83,000	0.15	12,450.00
19	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	1,000	4.80	4,800.00
20	510502	MINOR CONCRETE FOOTING	EA	2	2,860.00	5,720.00
21	566011	ROADSIDE SIGN - ONE POST	EA	15	247.00	3,705.00
22	650018	24" REINFORCED CONCRETE PIPE	LF	230	153.00	35,190.00
23	650026	36" REINFORCED CONCRETE PIPE	LF	176	157.00	27,632.00
24	705206	24" CONCRETE FLARED END SECTION	LF	3	1,390.00	4,170.00
25	705210	36" CONCRETE FLARED END SECTION	LF	4	1,940.00	7,760.00

AGREEMENT (CONTINUED)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID (Continued)

26	667020	35" X 24" CORRUGATED STEEL PIPE ARCH (.138" THICK)	LF	72	204.00	14,688.00
27	705409	35" X 24" STEEL FLARED END PIPE ARCH SECTION	EA	1	1,300.00	1,300.00
28	820107	DELINEATOR (CLASS 1)	EA	30	31.00	930.00
29	820132	OBJECT MARKER (TYPE L)	EA	12	46.00	552.00
30	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,255	3.25	4,078.75
31	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	139,900	0.20	27,980.00
32	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,900	3.05	11,895.00
33	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	6,300	1.27	8,001.00
34	071325	TEMPORARY FENCE (TYPE ESA)	LF	10,200	3.57	36,414.00
34.A	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	2	765.00	1,530.00

SUBTOTAL Three million four hundred sixty three thousand five hundred ninety six dollars and ninety cents **\$3,463,596.90**
 ITEMS 1-34.A "WORDS"

ALTERNATE BID No. 1

35	510535	MINOR CONCRETE (HEADWALL)	EA	4	3,060.00	12,240.00
36	667038	64" X 43" CORRUGATED STEEL PIPE ARCH (.109" THICK)	LF	164	230.00	37,720.00
37	705419	64" X 43" STEEL FLARED END PIPE ARCH SECTION	EA	4	2,750.00	11,000.00

SUBTOTAL Sixty thousand nine hundred sixty dollars and zero cents **\$60,960.00**
 ITEMS 35-37 "WORDS"

PROJECT TOTAL: Three million five hundred twenty four thousand five hundred fifty six dollars and ninety cents **\$3,524,556.90**
 ITEMS 1-37 "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 Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

BY Robert Bradley

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

Dated FEB 08 2011

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Mark Luer

BY Mark Luer
Deputy

TITLE: Mark Luer, Secretary

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

License No. 267073

Federal Employer Identification Number:

95-2595043

BY _____
"County"
(Seal)

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: M. Victor 1/26/11
MARSHAL L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On January 19, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Agreement

Document Date: _____ Number of Pages: _____

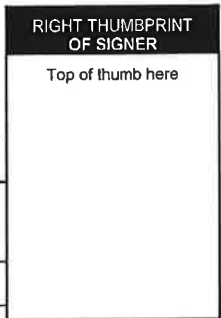
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

Signer is Representing:
All American Asphalt



Signer's Name: Mark Luer

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

Signer is Representing:
All American Asphalt





ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on January 14, 2011, designated Robert Bradley to represent our Corporation in the capacity of Vice President.

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

Mark Luer
Secretary

PERFORMANCE BOND

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960**
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 **\$ 3,524,556.90 (Three million five hundred twenty four thousand five hundred fifty six dollars and ninety cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **ALL AMERICAN ASPHALT**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for \$ **3,524,556.90 (Three million five hundred twenty four thousand five hundred fifty six dollars and ninety 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 **Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960**

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

PERFORMANCE BOND

Bond No. 7620699

Executed in Two (2) Parts

Premium: \$14,979.00-Subject to Adjustment Upon Completion

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960**
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 **\$ 3,524,556.90 (Three million five hundred twenty four thousand five hundred fifty six dollars and ninety 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 January 13th, 2011

All American Asphalt

By Robert Bradley

By Robert Bradley

Title Vice President
"Contractor"

Fidelity and Deposit Company of Maryland

By Rebecca Haas-Bates

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

(Corporate Seal)

(Corporate Seal)

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

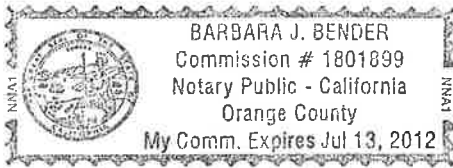
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 1-13-11 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature Barbara J. Bender
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7620699

Document Date: 1-13-11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

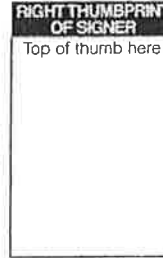
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On January 19, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

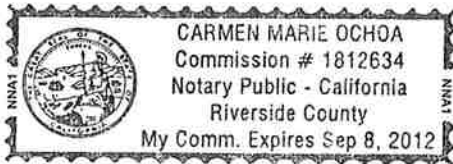
personally appeared Robert Bradley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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: _____

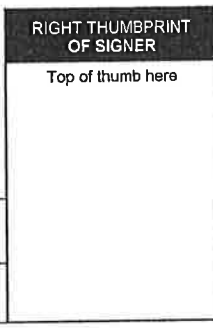
Signer is Representing:
All American Asphalt



Signer's Name: _____

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

Signer is Representing: _____



Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

Want More?

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

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM
Copyright © California Department of Insurance

Bond No. 7620699

PAYMENT BOND

Executed in Two (2) Parts

Premium charge for this bond included in charge for Performance Bond

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **ALL AMERICAN ASPHALT**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ **3,524,556.90 (Three million five hundred twenty four thousand five hundred fifty six dollars and ninety 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 **Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960**

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: January 13th, 2011

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By *Robert Bradley*
Robert Bradley

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

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See Attached Notary Acknowledgment
Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

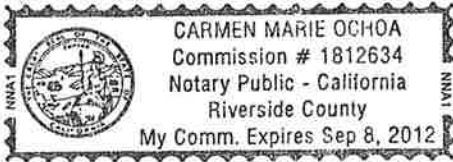
On January 19, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Carmen Marie Ochoa
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

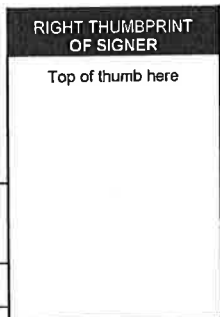
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

Signer is Representing:

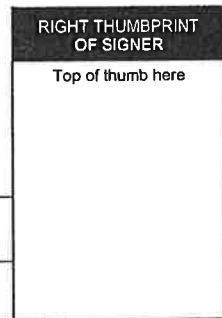
All American Asphalt



Signer's Name: _____

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

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 1-13-11 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

WITNESS my hand and official seal.
Signature Barbara J. Bender
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7620699

Document Date: 1-13-11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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



Signer Is Representing: _____

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

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

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, 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 13TH day of JANUARY, 2011.

Ronald F. Haley
Assistant Secretary

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

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[Financial Rating Organizations](#)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2011

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 #

INSURED
All American Asphalt

INSURER A: ARCH SPECIALTY INS CO

21199

P.O. Box 2229

INSURER B: HARTFORD FIRE IN CO

19682

Corona, CA 92878-2229

INSURER C: NATIONAL UNION FIRE INS CO OF PITTS

19445

INSURER D: SEABRIGHT INS CO

15563

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GPP002265802	08/01/10	08/01/12	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
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72UENGK5491	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	7521507	08/01/10	08/01/11	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1100243	08/01/10	08/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$ 1,000,000
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Ramona Expressway Resurfacing and Road Widening Project / Project No. B9-0960
[2]

CERTIFICATE HOLDER

Project No. B9-0960

County of Riverside

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

AUTHORIZED REPRESENTATIVE



IMPORTANT

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

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

DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside, City of San Jacinto and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees	RE: Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960

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: GPP002265802

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/10

00 CGL0006 00 05 07

2288

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, City of San Jacinto and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees

Project

RE: Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960

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: GPP002265802

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/10



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

Schedule

Project

County of Riverside, City of San Jacinto and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees

RE: Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960

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: GPP002265802


Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/10

00 CGL0121 00 09 06 Includes Copyright Material from Insurance Services Office, Inc.

Page 1 of 1

2288





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, City of San Jacinto and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees

Project

RE: Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960

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.

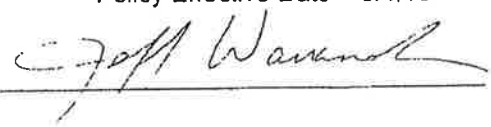
Person or Organization	Schedule	Job Description
County of Riverside, City of San Jacinto and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees		RE: Ramona Expressway Resurfacing and Road Widening Project, Project No. B9-0960

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

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

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

Endorsement Effective	8/1/10	Policy No.	BB1100243	Endorsement No.	12
Insured	All American Asphalt			Policy Effective Date	8/1/10
Insurance Company	Seabright Insurance Company				

Countersigned By 





EXCESS LIABILITY DECLARATIONS

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

A CAPITAL STOCK COMPANY

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

POLICY NUMBER: 7521507

RENEWAL OF: 7517073

PRODUCER NAME: PACIFIC WHOLESALE BROKERS LLC

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

ITEM 1. NAMED INSURED: ALL AMERICAN ASPHALT

ADDRESS: 1776 ALL AMERICAN WAY
CORONA, CA 91718

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

ITEM 3. LIMITS OF INSURANCE:

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

\$25,000,000 Each Occurrence

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

ITEM 4. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy

Insurer, Policy No. and Term

Applicable Limits

As Per SCH/UL Attached

Each Occurrence

Annual Aggregate (where applicable)

Other Underlying Insurance

Applicable Limits

As Per SCH/UL Attached

Each Occurrence

Annual Aggregate (where applicable)

ITEM 5. POLICY PREMIUM:

ITEM 6. ENDORSEMENTS ATTACHED: SEE ATTACHED SCHEDULE

COUNTERSIGNED _____

BY Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

60226 (11/09)
AH2694

DATE

EXCESS LIABILITY POLICY FORM

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

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

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

INSURING AGREEMENTS

I. Coverage

A. We will pay on your behalf the Ultimate Net Loss in excess of the Underlying Insurance, as shown in Item 4 of the Declarations, but only up to an amount not exceeding our Limits of Insurance as shown in Item 3 of the Declarations. Except for the terms, definitions, conditions and exclusions of this policy, the coverage provided by this policy shall follow the terms, definitions, conditions and exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

B. The Limits of Insurance shown in Item 3 of the Declarations state the most we will pay regardless of the number of Insureds, claims made or suits brought or persons or organizations making claims or bringing suits.

C. Maintenance of Underlying Insurance

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

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

II. Definitions

A. Ultimate Net Loss

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

B. Each Annual Period

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

C. Pollutants

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

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7521507

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

**TYPE OF POLICY
OR COVERAGE**

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

LIMITS

GENERAL LIABILITY

ARCH SPECIALTY INS. CO.
GPP002265802
08/01/10
08/01/12

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

Defense Expenses are in addition to the limit

GENERAL LIABILITY DOT

ARCH SPECIALTY INS. CO.
GPP002702802
08/01/10
08/01/12

Limits are inclusive of Defense Expenses

\$2,000,000
EACH OCCURRENCE
\$4,000,000
GENERAL AGGREGATE
\$4,000,000
PER PROJECT GENERAL AGGREGATE
\$10,000,000
POLICY AGGREGATE
\$2,000,000
PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the limit

Limits are inclusive of Defense Expenses

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7521507

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

**TYPE OF POLICY
OR COVERAGE**

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

LIMITS

AUTO LIABILITY

HARTFORD INSURANCE CO.
72JENKG5491
08/01/10
08/01/11

\$1,000,000
COMBINED SINGLE LIMIT

Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

SeaBright Insurance Co.
BB1100243
08/01/10
08/01/11

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

Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY

ARCH SPECIALTY INSURANCE CO.
GPP002702802
08/01/10
08/01/12

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

Defense Expenses are in addition to the limit

S.I.R.

SELF INSURED RETENTION OF
\$10,000
EACH EMPLOYEE

Limits are inclusive of Defense Expenses


Christopher G. Kopser

AUTHORIZED REPRESENTATIVE

CALIFORNIA DEPARTMENT OF INSURANCE

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CONSUMERS: LIST OF ELIGIBLE SURPLUS LINE INSURERS (LES LI)

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List of all [Lloyds of London Syndicates](#) approved for the LES LI list

AS OF: January 13, 2011

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

A

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

[Back to Top](#)

B - D

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

Company Profile

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

Agent for Service of Process
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

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Company Profile

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

175 WATER STREET, 18TH FLOOR
NEW YORK, NY 1003-8
800-551-0824

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833
[Unable to Locate the Agent for Service of Process?](#)

Reference Information

NAIC #:	19445
NAIC Group #:	0012
California Company ID #:	0131-3
Date authorized in California:	November 28, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

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

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

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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Schaumburg, IL 60196-1056
UNITED STATES

Phone: 847-605-6000
Fax: 847-605-6011
Web: www.zurichna.com

Best's Ratings

Financial Strength Ratings [View Definitions](#) **Issuer Credit Ratings** [View Definitions](#)

Rating: **A+ (Superior)** Long-Term: **aa-**
 Affiliation Code: **g (Group)** Outlook: **Stable**
 Financial Size Category: **XV (\$2 Billion or greater)** Action: **Upgraded**
 Outlook: **Stable** Date: **November 19, 2010**
 Action: **Upgraded**
 Effective Date: **November 19, 2010**

* Denotes Under Review Best's Ratings

Office: A.M. Best Company
Senior Financial Analyst: Marc Liebowitz
Assistant Vice President: Gerard J. Altontji

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Best's Ratings

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Rating: A (Excellent)

Long-Term: a+

Affiliation Code: g (Group)

Outlook: Stable

Financial Size Category: XV (\$2 Billion or greater)

Action: Affirmed

Outlook: Stable

Date: December 15, 2009

Action: Affirmed

Effective Date: December 15, 2009

* Denotes Under Review [Best's Ratings](#)

Office: A.M. Best Company

Financial Analyst: Greg Reisner

Vice President: Robert B. DeRose

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UNITED STATES

Phone: 860-547-5000

Fax: 860-547-6343

Web: www.thehartford.com

Best's Ratings

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Rating: A (Excellent)
 Affiliation Code: p (Pooled)
 Financial Size Category: XV (\$2 Billion or greater)
 Outlook: Stable
 Action: Affirmed
 Effective Date: March 24, 2010

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Rating: **A (Excellent)**
 Affiliation Code: **p (Pooled)**
 Financial Size Category: **XV (\$2 Billion or greater)**
 Outlook: **Negative**
 Action: **Affirmed**
 Effective Date: **December 20, 2010**

Long-Term: **a**
 Outlook: **Negative**
 Action: **Affirmed**
 Date: **December 20, 2010**

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Office: A.M. Best Company
 Senior Financial Analyst: Jennifer Marshall, CPCU, ARM
 Vice President: Daniel J. Ryan

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Best's Ratings

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Rating: A- (Excellent)	Long-Term: a-
Financial Size Category: IX (\$250 Million to \$500 Million)	Outlook: Stable
Outlook: Stable	Action: Affirmed
Action: Affirmed	Date: December 09, 2010
Effective Date: December 09, 2010	

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