

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

512A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 2, 2011

SUBJECT: Pavement reconstruction on Market Street, Fleetwood Drive, Via Cerro and Via Ricardo in the Riverside County community of Rubidoux.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve three Addenda to specifications and plans, issued prior to the December 29, 2010 bid opening; and
2. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$2,314,244; and
3. Award the contract to All American Asphalt and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND:

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,314,244	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] (23.8%), Proposition 1B [State bond funds-Local Roads](76.2%)	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 Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is received and filed as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 15, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 11/30/10, Item 3.60 | **District:** 2 | **Agenda Number:**

3.33

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE: 2/11/11
BY:
MARSHAL L. VICTOR

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Pavement reconstruction on Market Street, Fleetwood Drive, Via Cerro and Via Ricardo in the Riverside County community of Rubidoux.

February 2, 2011

Page 2 of 2

By Minute Order dated November 30, 2010 (agenda item 3.60), the Board authorized the Clerk of the Board to advertise for the reconstruction on Market Street, Fleetwood Drive, Via Cerro and Via Ricardo in the Riverside County community of Rubidoux. Additionally, the specifications were approved by the Board within this agenda item.

During the advertisement period, three 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, Addendum No. 2, and Addendum No. 3.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, December 29, 2010. Seven bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid for all schedules of work. The lowest and responsible bid was submitted by All American Asphalt in the amount of \$2,314,244 which is \$1,509,259 (39.35%) below the Engineer's Estimate.

Improvements include roadway resurfacing and reconstruction of the existing pavement, asphalt concrete dike, construction, repair and replacement of concrete curbs, cross-gutter, curb ramps, signing, striping and other associated work.

This project includes the Base Bid for roadway improvements, and Alternate bid schedule 1 to adjust manholes to grade, which are owned by The Rubidoux Community Service District (RCSD) which is not selected for award. RCSD has decided to do this work by using their own forces. Alternate Bid schedule 2 to remove trees, and Alternate bid schedule 3 to construct project funding identification signs belongs to Riverside County Transportation Department and are recommended for award to the contractor.

The project will be completed within the existing budget shown on Attachment "A".

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

Project No: X1-107

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
Vendor/Lessor Location:	Corona, Ca.

Minority Status:

M W DV None

Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

Bidding Process:

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

Bid Range: \$ 2,326,443.50 to \$ 3,358,000.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 2,326,443.50 to \$ 3,358,000.00

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

ESCROW NO.: 1735
ACCOUNT NO.: 14908177

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 15th 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 **Rubidoux Area Road Resurfacing & Reconstruction of Market Street, Fleetwood Dr., Via Cerro, & Via Ricardo** in the amount of **\$2,326,443.00** (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: 

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:

County of Riverside

Title: **Chairman, Board of Supervisors**

Name:  Edo Busta

Signature: _____

CONTRACTOR:

All American Asphalt

Title: **Vice President**

Name: **Mark Luer**

Signature:  

ATTEST:

KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  MARSHALL VICTOR
DATE: 2/10/11

512A

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".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **RUBIDOUX AREA ROAD RESURFACING AND RECONSTRUCTION OF MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO, Project No. X1107**, 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 (**Three**). (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.

**RUBIDOUX AREA
ROAD RESURFACING AND RECONSTRUCTION PROJECT
MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO**

PROJECT No. X1107

AGREEMENT

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	REPAIR EXISTING CATCH BASIN IN-KIND	EA	4	4,300.00	17,200.00
2	066102	DUST ABATEMENT	LS	1	1,060.00	1,060.00
3	074020	WATER POLLUTION CONTROL	LS	1	18,000.00	18,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	119,000.00	119,000.00
5	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,450	4.55	47,547.50
6	152390	RELOCATE ROADSIDE SIGN	EA	1	100.00	100.00
7	190101	ROADWAY EXCAVATION	CY	28,350	8.59	243,526.50
8	190185	SHOULDER BACKING	LF	1,100	4.59	5,049.00
9	260201	CLASS 2 AGGREGATE BASE	CY	17,680	14.45	255,476.00
10	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	500.00	1,500.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,350	2.00	4,700.00
12	390130	HOT MIX ASPHALT	TON	24,920	60.00	1,495,200.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,450	25.00	36,250.00
14	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	2,600.00	10,400.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,380	12.00	28,560.00
16	731623	MINOR CONCRETE (CURB RAMP) [DETAIL ON PLAN X-1]	EA	1	2,240.00	2,240.00
17	820118	GUARD RAILING DELINEATOR	EA	10	77.00	770.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,265	4.10	5,186.50
19	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	17,840	0.30	5,352.00
20	850102	PAVEMENT MARKER (REFLECTIVE)	EA	980	3.60	3,528.00
21	860811	DETECTOR LOOP	EA	28	178.50	4,998.00
22	869050	GUARD POST	EA	8	240.00	1,920.00

SUBTOTAL: Two million, three hundred seven thousand, five hundred sixty three dollars and fifty cents **\$ 2,307,563.50**
 ITEMS 1-22 "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 [Signature]

Dated FEB 15 2011

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

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: [Signature]

BY [Signature]
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: MB Victor 2/1/11
MARSHAL VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

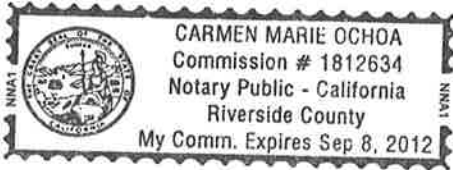
On January 14, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

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.



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 Agreement

Document Date: _____ Number of Pages: 5

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

Signer is Representing:

All American Asphalt

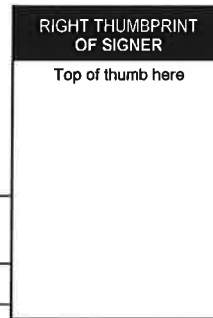


Signer's Name: Mark Luer

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

Signer is Representing:

All American Asphalt





ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on 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 with COUNTY OF RIVERSIDE (County) for construction of public work known as **RUBIDOUX AREA ROAD RESURFACING AND RECONSTRUCTION OF MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO, Project No. X1107.**

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 \$ **2,314,243.50 (Two million, three hundred fourteen thousand, two hundred forty three dollars and fifty cents)**, and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PERFORMANCE BOND

Bond No. 7620624

Premium: \$9,836.00 - Premium subject to adjustment upon completion.

Executed in Two (2) Parts

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **RUBIDOUX AREA ROAD RESURFACING AND RECONSTRUCTION OF MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO, Project No. X1107.**
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 \$ **2,314,243.50 (Two million, three hundred fourteen thousand, two hundred forty three dollars and fifty 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 11, 2011

All American Asphalt
By [Signature]

By Robert Bradley

Title Vice President
"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland
By [Signature]

Type Name William Syrkin
Its Attorney in Fact
"Surety"

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On January 14, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Carmen Marie Ochoa
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond

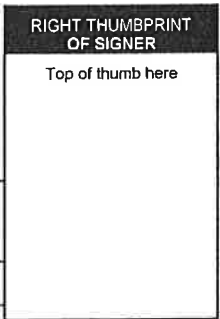
Document Date: 1/14/11 Number of Pages: 1

Signer(s) Other Than Named Above: William Syrkin

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

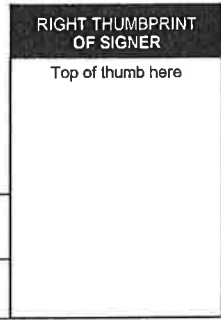
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



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 01/11/11 before me, R. Haas-Bates, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature R. Haas-Bates
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. 7620624

Document Date: 01/11/11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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



Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 2,314,243.50 (Two million, three hundred fourteen thousand, two hundred forty three dollars and fifty 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 RUBIDOUX AREA ROAD RESURFACING AND RECONSTRUCTION OF MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO, Project No. X1107.

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

PAYMENT BOND

Bond No. 7620624

(Public Work - Civil Code 3247 et seq.)

Premium charge for this bond included in charge for Performance Bond.

Executed in Two (2) Parts

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 2,314,243.50 (Two million, three hundred fourteen thousand, two hundred forty three dollars and fifty 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 RUBIDOUX AREA ROAD RESURFACING AND RECONSTRUCTION OF MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO, Project No. X1107.


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 11, 2011

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By 

By 
Its Attorney In Fact
William Syrkin

Title Robert Bradley, Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See Attached Notary Acknowledgment
Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

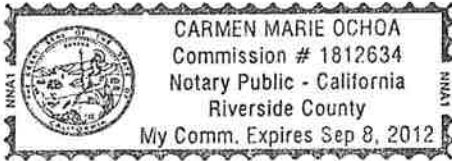
On January 14, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

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 foregoing 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: 1/14/11 Number of Pages: 1

Signer(s) Other Than Named Above: William Syrkin

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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

All American Asphalt

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 01/11/11 before me, R. Haas-Bates, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature R Haas Bates
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7620624

Document Date: 01/11/11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- 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

By:

William J. Mills

Gregory E. Murray Assistant Secretary

William J. Mills

William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself 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

Maria D. Adamski Notary Public

My Commission Expires: July 8, 2011

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2011

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 LTR	ADD'L 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	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
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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

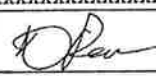
RE: Rubidoux Area Road Resurfacing and Reconstruction of Market Street, Fleetwood Drive, Via Cerro, and Via Ricardo, Project No. X1107

CERTIFICATE HOLDER

Project No. X1107
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 ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE CONSIDERED NOTICE OF CANCELLATION OR EXPIRATION OF ANY KIND UNDER THE INSURER'S POLICY OR THESE SPECIAL PROVISIONS. 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, Rubidoux Community Services District and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees	Rubidoux Area Road Resurfacing and Reconstruction of Market Street, Fleetwood Drive, Via Cerro, and Via Ricardo, Project No. X1107

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

2290



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	Project
County of Riverside, Rubidoux Community Services District and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees	Rubidoux Area Road Resurfacing and Reconstruction of Market Street, Fleetwood Drive, Via Cerro, and Via Ricardo, Project No. X1107

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, Rubidoux Community Services District and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees	Rubidoux Area Road Resurfacing and Reconstruction of Market Street, Fleetwood Drive, Via Cerro, and Via Ricardo, Project No. X1107

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





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, Rubidoux Community Services District and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees

Project

Rubidoux Area Road Resurfacing and Reconstruction of Market Street, Fleetwood Drive, Via Cerro, and Via Ricardo, Project No. X1107

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, Rubidoux Community Services District and their respective officers, special districts, board of supervisors, representatives, directors, agents and employees		Rubidoux Area Road Resurfacing and Reconstruction of Market Street, Fleetwood Drive, Via Cerro, and Via Ricardo, Project No. X1107

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 WHOLESAL 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:

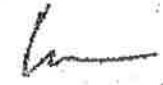
First Underlying Insurance Policy
Insurer, Policy No. and Term Applicable Limits
As Per SCH/UL Attached Each Occurrence
Annual Aggregate (where applicable)

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 _____
60226 (11/09) DATE
AH2694


BY Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

EXCESS LIABILITY POLICY FORM

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

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

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

INSURING AGREEMENTS

I. Coverage

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

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

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

II. Definitions

A. Ultimate Net Loss

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

B. Each Annual Period

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

C. Pollutants

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

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7521507

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

**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.
72UENKG5491
08/01/10
08/01/11

\$1,000,000
COMBINED SINGLE LIMIT

EMPLOYERS LIABILITY

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

Defense Expenses are in addition to the limit

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

EMPLOYEE BENEFITS LIABILITY

ARCH SPECIALTY INSURANCE CO.
GP002702802
08/01/10
08/01/12

Defense Expenses are in addition to the limit

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

S.I.R.

Defense Expenses are in addition to the limit

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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-For Insurers-

CONSUMERS: LIST OF ELIGIBLE SURPLUS LINE INSURERS (LESLI)

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

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

AS OF: **January 13, 2011**

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

A

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

[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
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
 WORKERS' COMPENSATION

Company Profile

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Profile

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600
SEATTLE, WA 98101

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY **Effective Date:** 03-16-2004

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents

Attachment "A"

Riverside County Transportation Department

Project: **MARKET ST, FLEETWOOD DR, VIA CERRO, AND VIA RICARDO : RECONSTRUCTION PROJECT**

Project No.(s): **X1107**

Expenses as of: 1/9/2011

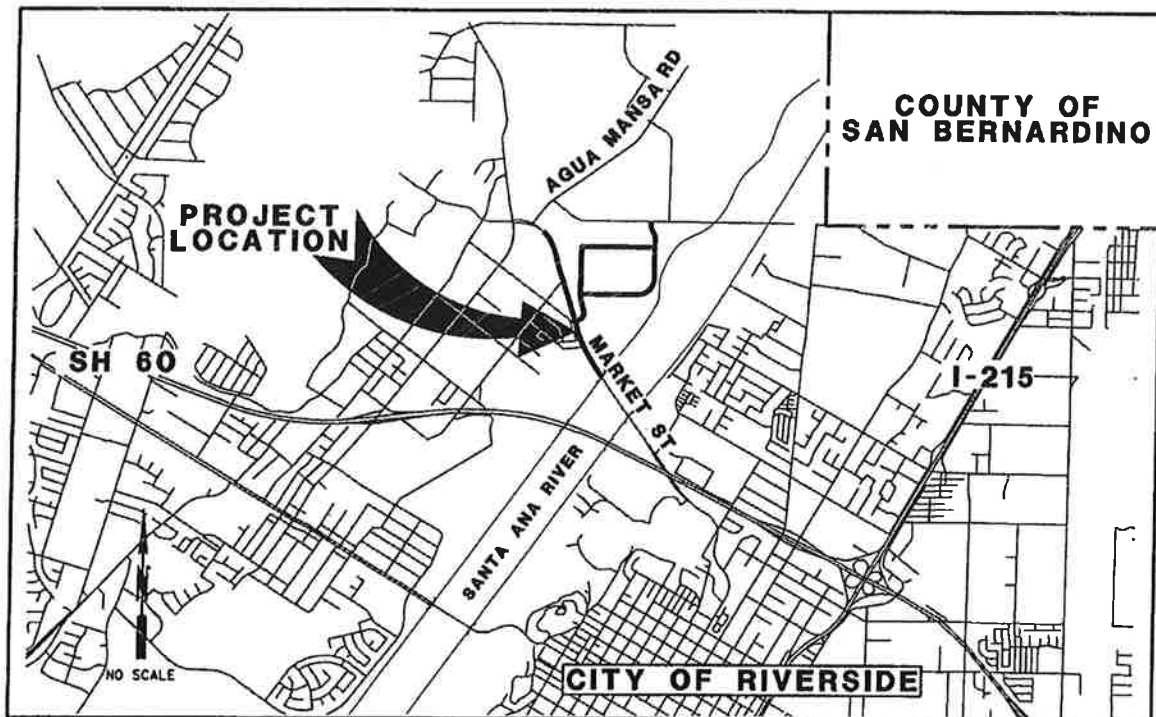
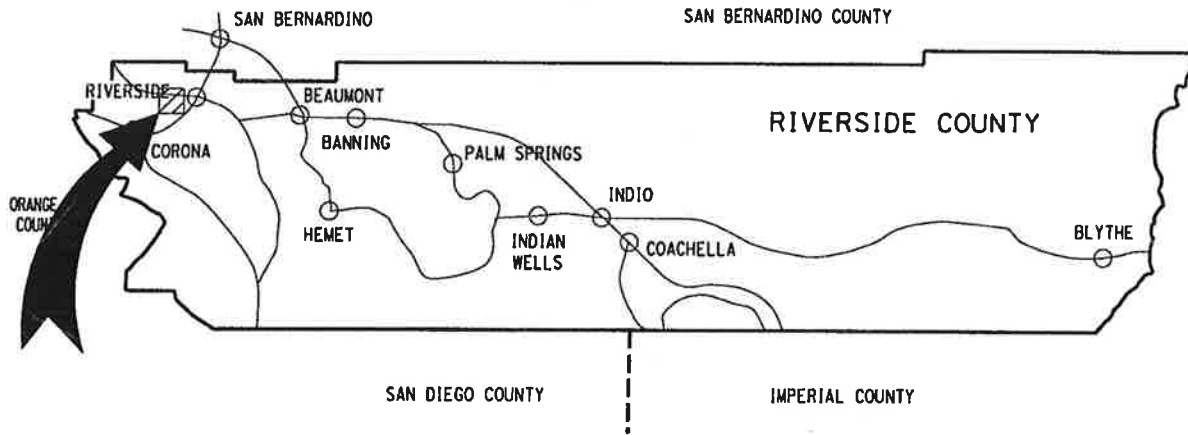
Project Costs and Budget				
Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey	351		351	
Environmental	746		746	4,000
Design	206,042	3,958	210,000	167,000
Right-of-way				
Utilities				
Construction		2,314,243		
Construction Contingency 10.0%		231,424	2,545,667	3,370,000
Construction Engineering & Inspection	2,558	257,442	260,000	249,000
Construction Survey	18,199	111,801	130,000	28,000
Totals:	227,896	2,918,868	3,146,764	3,818,000

Project Funding		
Code	Name	Existing Budget
214	Proposition 42 (sales tax on gasoline)	909,000
215	Proposition 1B (State bond funds- Local Roads)	2,909,000
Totals		3,818,000

Comments
Construction cost based on All American Asphalt Bid of \$2,314,243 on December 29, 2010.

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

MARKET STREET, VIA CERRO,
VIA RICARDO, AND FLEETWOOD DR
RECONSTRUCTION



VICINITY MAP

PROJECT LENGTH = 0.77 MI
TOWNSHIP 4S SECTION 10/11 RANGE 5W



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY
Transportation Department



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

ADDENDUM NUMBER 1
Dated December 15, 2010

to the
Specifications and Contract Documents
for the construction of

Rubidoux Area
Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:
www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Revised Proposal.

Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the Proposal bid schedules:

- a. "Estimated Quantities" are changed for the following bid items:
 - Item 1, "REPAIR EXISTING CATCH BASIN IN-KIND"
 - Item 7, "ROADWAY EXCAVATION"
 - Item 9, "CLASS 2 AGGREGATE BASE"
 - Item 12, "HOT MIX ASPHALT"
 - Item 13, "MINOR CONCRETE (CURB AND GUTTER) (CRS 200)"

b. The following bid items have been added:

- Item 24, "REMOVE TREE"
- Item 25, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN"

See Attachment "A"

Item 2:

Construction Project Funding Identification Signs.

Refer to section entitled "Construction Project Funding Identification Signs" on page 56. Delete this section and replaced with the following:

"The Contractor shall furnish and install **four (4)** 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. (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."

See Attachment "B" for Sample Sign.

Item 3: Water Pollution Control (Santa Ana River Basin-Risk Level 1).

Refer to section entitled "Water Pollution Control (Santa Ana River Basin-Risk Level 1)" and third paragraph on page 63. Delete this paragraph 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 4: Remove Tree.

The following Special Provisions regarding "Remove Tree" are added and made part hereof. However no tree trimming or removal is allowed until written notice of Environmental clearance is provided by Transportation Department Environmental Division.

REMOVE TREE:

Several large and mature trees including stumps shall be removed as directed by the Engineer.

Removed tree shall be the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 7-1.13 of the Standard Specifications.

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Between February 1st and September 1st, the Contractor shall notify the Engineer 15 working days prior to beginning tree removal work. The Engineer will approve the beginning of tree removal work February 1st and September 1st.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in approving the tree removal, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is

discovered after beginning work, the Contractor shall immediately stop work within 300 feet of the nests and notify the Engineer. Work shall not resume until the Engineer provides a written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety" of the Standard Specifications.

Penalties as used in this Section, "General Migratory Bird Protection" shall include fines, penalties, and damages whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties. Upon final disposition, the Department shall inform the Contractor or the withheld amount.

Method of Payment

The contract price paid **per each** for tree removal shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including disposing of removed trees and no additional compensation will be allowed therefor."

MODIFICATIONS / CLARIFICATIONS TO PLANS:

- Item 5:** **Clarification to plans for Fleetwood Dr, Via Cerro & Via Ricardo Pavement Reconstruction Project**
Refer to Construction Note No. 2: Replace with
"REMOVE EXISTING PAVEMENT SECTION, SCARIFY AND COMPACT SUBBASE TO 95% AND PLACE **0.55' HMA / 0.95' AB CL-2.**"
- Item 6:** Refer to Construction Note No. 5: Replace with
"REMOVE EXISTING CROSS GUTTER AND REPLACE WITH RIV CO STD 209 **OR 210, AS DIRECTED BY ENGINEER.**"

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



Michael O. Mueting, PE
Project Manager



Concurrence:

 12/15/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____
(Contractor)

JRJ:sb

**RUBIDOUX AREA
 ROAD RESURFACING AND RECONSTRUCTION PROJECT
 MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO**

PROJECT NO. X1107

PROPOSAL(REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	REPAIR EXISTING CATCH BASIN IN-KIND	EA	4		
2	066102	DUST ABATEMENT	LS	1		
3	074020	WATER POLLUTION CONTROL	LS	1		
4	120100	TRAFFIC CONTROL SYSTEM	LS	1		
5	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,450		
6	152390	RELOCATE ROADSIDE SIGN	EA	1		
7	190101	ROADWAY EXCAVATION	CY	28,350		
8	190185	SHOULDER BACKING	LF	1,100		
9	260201	CLASS 2 AGGREGATE BASE	CY	17,680		
10	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3		
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,350		
12	390130	HOT MIX ASPHALT	TON	24,920		
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,450		
14	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4		
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,380		
16	731623	MINOR CONCRETE (CURB RAMP) [DETAIL ON PLAN X-11]	EA	1		
17	820118	GUARD RAILING DELINEATOR	EA	10		
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,265		
19	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	17,840		
20	850102	PAVEMENT MARKER (REFLECTIVE)	EA	980		
21	860811	DETECTOR LOOP	EA	28		
22	869050	GUARD POST	EA	8		

SUB TOTAL: _____ \$ _____

"WORDS"

ITEMS 1-22

ALTERNATE BID SCHEDULE 1 (RUBIDOUX COMMUNITYSERVICE DISTRICT)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
23	152440	ADJUST MANHOLE TO GRADE	EA	20		

ALT. 1 SUBTOTAL: _____ \$ _____

"WORDS"

ITEM 23

**RUBIDOUX AREA
 ROAD RESURFACING AND RECONSTRUCTION PROJECT
 MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO**

PROJECT NO. X1107

PROPOSAL (REVISED)

ALTERNATE BID SCHEDULE 2 (RCTD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24	160120	REMOVE TREE	EA	6		

ALT. 2 SUBTOTAL: _____ \$ _____
 ITEM 24 "WORDS"

ALTERNATE BID SCHEDULE 3 (RCTD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
25	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4		

ALT. 3 SUBTOTAL: _____ \$ _____
 ITEM 25 "WORDS"

PROJECT TOTAL: _____ \$ _____
 ITEMS 1-25 "WORDS"

State Transportation Bond Funds

AT WORK

Ramona Expressway Rehabilitation



County of Riverside Transportation Department



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY
Transportation Department



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

ADDENDUM NUMBER 2
Dated December 16, 2010

to the
Specifications and Contract Documents
for the construction of

Rubidoux Area
Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:
www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

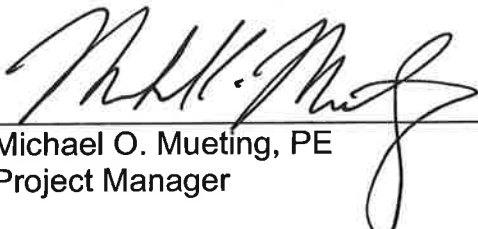
Item 1: Hours of Work.

Refer to section entitled "Hours of Work" on page 50 and subsection entitled "Market Street". Following additional provision is added and made part hereof:

"Market Street:

Within the specified 14 calendar days under section "Liquidated Damages", the contractor may work one weekend from 8:00 PM Friday through 5:00 AM Monday for the reconstruction of the intersection of Market Street and Via Cerro. One traffic lane shall be available at all times and the traffic control to reconstruct the intersection must be supplemented by the use of pilot vehicle and flagging. The pilot car and flagging shall be considered as included in the lump sum bid price paid for Traffic Control System."

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

 12/16/10

Michael O. Mueting, PE
Project Manager



Concurrence:

 12/14/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____
(Contractor)

JRJ:sb



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY
Transportation Department



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

ADDENDUM NUMBER 3
Dated December 21, 2010

to the
Specifications and Contract Documents
for the construction of

Rubidoux Area
Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107

Bids Due: (REVISED)
Wednesday, December 29, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

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

Wednesday, December 29, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Item 2: Order of Work.

Refer to section entitled "Order of Work" on page 51. The following additional provision is added and made part hereof:

"Attention is directed to "Grinding Asphalt concrete in Place" of these Special Provisions regarding work procedure. At no time will traffic be allowed on pulverized material, base or subgrade. For Market Street, each working night, the Contractor will pulverize, grade, compact, place 0.20' HMA leveling course and place the first lift of 0.20' HMA. The final 0.18' lift of HMA shall be placed as the final operation."

Item 3: Grinding Asphalt Concrete in Place.

Refer to section entitled "Grinding Asphalt Concrete in Place." on page 68. Following additional provision is added and made part hereof:

"At no time will traffic be allowed on pulverized material, base or subgrade. For Market Street, each working night, the contractor will pulverize, grade, compact, place 0.20' HMA leveling course and place the first lift of 0.20' HMA. The final 0.18' lift of HMA shall be placed as the final operation."

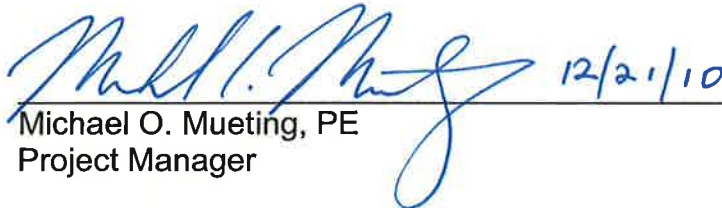
Item 4: Repair Existing Catch Basin in-kind. Clarification regarding the location of catch basins.

Refer to proposal (Revised) issued with addendum 1, base bid, Item 1 "REPAIR EXISTING CATCH BASIN IN-KIND" and also refer to plans sheet for Fleetwood Dr., Via Cerro and Via Ricardo Sheet 2 of 2 (L-1). The unidentified 4th catch basin location is approximately at the center of the southerly Via Cerro curve near the Market Street and Via Cerro intersection. Contractors are reminded of Instruction to Bidders Item #9 "Inspection of Site."

Item 5: Remove Trees. Clarification regarding the location of trees.

Refer to ALTERNATE BID SCHEDULE 2 (RCTD), Item 24 on revised Proposal issued with Addendum 1, and also refer to plans sheet Fleetwood Dr. Via Cerro and Via Ricardo Sheet 2 of 2 (L-1), six (6) trees to be removed are located on Fleetwood Drive. These locations will be marked by the end of the day today 12/21/10 in the field. Contractors are reminded of Instruction to Bidders Item #9 "Inspection of Site."

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


12/21/10

Michael O. Mueting, PE
Project Manager



Concurrence:


12/21/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____
(Contractor)

JRJ:sb

Riverside County Transportation Department
Summary of Bids

PROJECT: Rubidoux Area, Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo

Advertised: November 30, 2010 (Agenda Item: 3.60)
Addenda: 1 (12/15/10), 2 (12/16/10), 3 (12/21/10)
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

BASE BID		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
1	000003	REPAIR EXISTING CATCH BASIN IN-KIND	EA	4	2,500.00	10,000.00	4,300.00	17,200.00
2	066102	DUST ABATEMENT	LS	1	4,000.00	4,000.00	1,060.00	1,060.00
3	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	18,000.00	18,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	119,000.00	119,000.00
5	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,450	2.00	20,900.00	4.55	47,547.50
6	152390	RELOCATE ROADSIDE SIGN	EA	1	250.00	250.00	100.00	100.00
7	190101	ROADWAY EXCAVATION	CY	28,350	35.00	992,250.00	8.59	243,526.50
8	190185	SHOULDER BACKING	LF	1,100	2.00	2,200.00	4.59	5,049.00
9	260201	CLASS 2 AGGREGATE BASE	CY	17,680	40.00	707,200.00	14.45	255,476.00
10	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	300.00	900.00	500.00	1,500.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,350	4.00	9,400.00	2.00	4,700.00
12	390130	HOT MIX ASPHALT	TON	24,920	75.00	1,869,000.00	60.00	1,495,200.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,450	20.00	29,000.00	25.00	36,250.00
14	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	2,500.00	10,000.00	2,600.00	10,400.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,380	15.00	35,700.00	12.00	28,560.00
16	731623	MINOR CONCRETE (CURB RAMP) [DETAIL ON PLAN X-1]	EA	1	10,000.00	10,000.00	2,240.00	2,240.00
17	820118	GUARD RAILING DELINEATOR	EA	10	40.00	400.00	77.00	770.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,265	3.00	3,795.00	4.10	5,186.50
19	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	17,840	0.20	3,568.00	0.30	5,352.00
20	850102	PAVEMENT MARKER (REFLECTIVE)	EA	980	3.00	2,940.00	3.60	3,528.00
21	860811	DETECTOR LOOP	EA	28	300.00	8,400.00	178.50	4,998.00
22	869050	GUARD POST	EA	8	600.00	4,800.00	240.00	1,920.00
		SUBTOTAL (BASE BID)				3,764,703.00		2,307,563.50
		ITEMS 1-22						
		ALTERNATE BID SCHEDULE 1 (RCSO)						
		COUNTY'S ESTIMATE						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	152440	ADJUST MANHOLE TO GRADE	EA	20	500.00	10,000.00	610.00	12,200.00
		SUBTOTAL (ALTERNATE 1)						
		ITEM 23						12,200.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Rubidoux Area, Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo

Advertised: November 30, 2010 (Agenda Item: 3.60)
 Addenda: 1 (12/15/10), 2 (12/16/10), 3 (12/21/10)
 Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

ALTERNATE BID SCHEDULE 2 (RCTD)				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	
24	160120	REMOVE TREE	EA	6	10,000.00	60,000.00	600.00	3,600.00	
		SUBTOTAL (ALTERNATE 2)				60,000.00		3,600.00	
ALTERNATE BID SCHEDULE 3 (RCTD)				COUNTY'S ESTIMATE			All American Asphalt Corona, Ca 92878		
25	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	250.00	1,000.00	770.00	3,080.00	
		SUBTOTAL (ALTERNATE 3)				1,000.00		3,080.00	
PROJECT TOTAL						3,835,703.00		2,326,443.50	
ITEMS 1-25									

Riverside County Transportation Department
Summary of Bids

PROJECT: Rubidoux Area, Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo

Advertised: November 30, 2010 (Agenda Item: 3.60)
Addenda: 1 (12/15/10), 2 (12/16/10), 3 (12/21/10)
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

BASE BID		R-J Noble Company Orange, Ca 92856		ASR Constructors, Inc. Riverside, Ca 92509				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	REPAIR EXISTING CATCH BASIN IN-KIND	EA	4	3,600.00	14,400.00	300.00	1,200.00
2	066102	DUST ABATEMENT	LS	1	15,000.00	15,000.00	18,133.00	18,133.00
3	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	22,000.00	22,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	65,000.00	65,000.00	24,188.00	24,188.00
5	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,450	2.20	22,990.00	1.44	15,048.00
6	152390	RELOCATE ROADSIDE SIGN	EA	1	260.00	260.00	120.00	120.00
7	190101	ROADWAY EXCAVATION	CY	28,350	17.75	503,212.50	9.88	280,098.00
8	190185	SHOULDER BACKING	LF	1,100	3.50	3,850.00	4.09	4,499.00
9	260201	CLASS 2 AGGREGATE BASE	CY	17,680	12.50	221,000.00	18.20	321,776.00
10	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	1,800.00	5,400.00	1,000.00	3,000.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,350	3.00	7,050.00	8.00	18,800.00
12	390130	HOT MIX ASPHALT	TON	24,920	59.50	1,482,740.00	71.40	1,779,288.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,450	23.50	34,075.00	9.00	13,050.00
14	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	2,925.00	11,700.00	4,750.00	19,000.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,380	11.65	27,727.00	4.00	9,520.00
16	731623	MINOR CONCRETE (CURB RAMP) [DETAIL ON PLAN X-1]	EA	1	4,200.00	4,200.00	5,600.00	5,600.00
17	820118	GUARD RAILING DELINEATOR	EA	10	15.00	150.00	150.00	1,500.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,265	2.60	3,289.00	2.40	3,036.00
19	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	17,840	0.18	3,211.20	0.75	13,380.00
20	850102	PAVEMENT MARKER (REFLECTIVE)	EA	980	2.60	2,548.00	2.00	1,960.00
21	860811	DETECTOR LOOP	EA	28	180.00	5,040.00	195.00	5,460.00
22	869050	GUARD POST	EA	8	250.00	2,000.00	338.00	2,704.00
		SUBTOTAL (BASE BID)				2,437,842.70		2,563,360.00
		ITEMS 1-22						
ALTERNATE BID SCHEDULE 1 (RCSID)			R-J Noble Company		ASR Constructors, Inc.			
					Orange, Ca 92856		Riverside, Ca 92509	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	152440	ADJUST MANHOLE TO GRADE	EA	20	385.00	7,700.00	640.00	12,800.00
		SUBTOTAL (ALTERNATE 1)				7,700.00		12,800.00
		ITEM 23						12,800.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Rubidoux Area, Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo

Advertised: November 30, 2010 (Agenda Item: 3.60)
Addenda: 1 (12/15/10), 2 (12/16/10), 3 (12/21/10)
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
ALTERNATE BID SCHEDULE 2 (RCTD)					R.J Noble Company Orange, Ca 92856		ASR Constructors, Inc. Riverside, Ca 92509	
24	160120	REMOVE TREE	EA	6	620.00	3,720.00	800.00	4,800.00
		SUBTOTAL (ALTERNATE 2)				3,720.00		4,800.00
ALTERNATE BID SCHEDULE 3 (RCTD)					R.J Noble Company Orange, Ca 92856		ASR Constructors, Inc. Riverside, Ca 92509	
25	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	500.00	2,000.00	600.00	2,400.00
		SUBTOTAL (ALTERNATE 3)				2,000.00		2,400.00
		PROJECT TOTAL				2,451,262.70		2,583,360.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Area, Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo**

Advertised: November 30, 2010 (Agenda Item: 3.60)
Addenda: 1 (12/15/10), 2 (12/16/10), 3 (12/21/10)
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

BASE BID		Hardy & Harper, Inc. Santa Ana, Ca 92507		Sequel Contractors, Inc Santa Fe Spring, Ca 90670				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	REPAIR EXISTING CATCH BASIN IN-KIND	EA	4	2,500.00	10,000.00	5,000.00	20,000.00
2	066102	DUST ABATEMENT	LS	1	30,000.00	30,000.00	10,000.00	10,000.00
3	074020	WATER POLLUTION CONTROL	LS	1	23,000.00	23,000.00	25,000.00	25,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	177,000.00	177,000.00	148,000.00	148,000.00
5	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,450	2.12	22,154.00	1.00	10,450.00
6	152390	RELOCATE ROADSIDE SIGN	EA	1	1,000.00	1,000.00	150.00	150.00
7	190101	ROADWAY EXCAVATION	CY	28,350	15.51	439,708.50	20.00	567,000.00
8	190185	SHOULDER BACKING	LF	1,100	6.00	6,600.00	6.00	6,600.00
9	260201	CLASS 2 AGGREGATE BASE	CY	17,680	17.71	313,112.80	17.00	300,560.00
10	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	1,000.00	3,000.00	1,200.00	3,600.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,350	5.15	12,102.50	7.00	16,450.00
12	390130	HOT MIX ASPHALT	TON	24,920	57.00	1,420,440.00	62.00	1,545,040.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,450	33.33	48,328.50	15.00	21,750.00
14	017306	MINOR CONCRETE (CURB RAMP) (CRS 409)	EA	4	2,333.00	9,332.00	1,400.00	5,600.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,380	10.10	24,038.00	7.00	16,660.00
16	731623	MINOR CONCRETE (CURB RAMP) [DETAIL ON PLAN X-1]	EA	1	3,624.70	3,624.70	6,500.00	6,500.00
17	820118	GUARD RAILING DELINEATOR	EA	10	100.00	1,000.00	50.00	500.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,265	3.00	3,795.00	2.50	3,162.50
19	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	17,840	0.20	3,568.00	0.20	3,568.00
20	850102	PAVEMENT MARKER (REFLECTIVE)	EA	980	3.00	2,940.00	3.00	2,940.00
21	860811	DETECTOR LOOP	EA	28	202.00	5,656.00	200.00	5,600.00
22	869050	GUARD POST	EA	8	450.00	3,600.00	600.00	4,800.00
SUBTOTAL (BASE BID)						2,564,000.00		2,723,930.50
ITEMS 1-22								
ALTERNATE BID SCHEDULE 1 (RCSB)			Hardy & Harper, Inc. Santa Ana, Ca 92507		Sequel Contractors, Inc Santa Fe Spring, Ca 90670			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	152440	ADJUST MANHOLE TO GRADE	EA	20	700.00	14,000.00	350.00	7,000.00
SUBTOTAL (ALTERNATE 1)						14,000.00		7,000.00
ITEM 23								

Riverside County Transportation Department
Summary of Bids

PROJECT: Rubidoux Area, Road Resurfacing and Reconstruction Project
 Market Street, Fleetwood Drive, Via Cerro and Via Ricardo

Advised: November 30, 2010 (Agenda Item: 3.60)
 Addenda: 1 (12/15/10), 2 (12/16/10), 3 (12/21/10)
 Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

ALTERNATE BID SCHEDULE 2 (RCTD)		Hardy & Harper, Inc. Santa Ana, Ca 92507		Sequel Contractors, Inc Santa Fe Spring, Ca 90670				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
24	160120	REMOVE TREE	EA	6	1,500.00	9,000.00	1,000.00	6,000.00
		SUBTOTAL (ALTERNATE 2)				9,000.00		6,000.00
ALTERNATE BID SCHEDULE 3 (RCTD)		Hardy & Harper, Inc. Santa Ana, Ca 92507		Sequel Contractors, Inc Santa Fe Spring, Ca 90670				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	1,000.00	4,000.00	1,000.00	4,000.00
		SUBTOTAL (ALTERNATE 3)				4,000.00		4,000.00
PROJECT TOTAL		ITEMS 1-25				2,591,000.00		2,740,930.50

Riverside County Transportation Department
Summary of Bids

PROJECT: Rubidoux Area, Road Resurfacing and Reconstruction Project
 Market Street, Fleetwood Drive, Via Cerro and Via Ricardo

Advised: November 30, 2010 (Agenda Item: 3.60)
 Addenda: 1 (12/15/10), 2 (12/16/10), 3 (12/21/10)
 Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Excel Paving Company Long Beach, Ca 90806		Matich Corporation San Bernardino, Ca 92412	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	REPAIR EXISTING CATCH BASIN IN-KIND	EA	4	2,750.00	11,000.00	1,500.00	6,000.00
2	066102	DUST ABATEMENT	LS	1	32,000.00	32,000.00	6,000.00	6,000.00
3	074020	WATER POLLUTION CONTROL	LS	1	30,000.00	30,000.00	5,000.00	5,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	63,000.00	63,000.00	326,607.00	326,607.00
5	011505	GRINDING ASPHALT CONCRETE IN PLACE	SOYD	10,450	3.25	33,962.50	5.00	52,250.00
6	152390	RELOCATE ROADSIDE SIGN	EA	1	168.00	168.00	250.00	250.00
7	190101	ROADWAY EXCAVATION	CY	28,350	15.50	439,425.00	23.00	652,050.00
8	190185	SHOULDER BACKING	LF	1,100	3.00	3,300.00	1.50	1,650.00
9	260201	CLASS 2 AGGREGATE BASE	CY	17,680	21.00	371,280.00	17.00	300,560.00
10	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 308)	EA	3	2,000.00	6,000.00	1,400.00	4,200.00
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,350	8.70	20,445.00	2.50	5,875.00
12	390130	HOT MIX ASPHALT	TON	24,920	71.70	1,786,764.00	76.00	1,893,920.00
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,450	27.80	40,310.00	14.00	20,300.00
14	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	4,400.00	17,600.00	2,500.00	10,000.00
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SOFT	2,380	8.00	19,040.00	11.00	26,180.00
16	731623	MINOR CONCRETE (CURB RAMP) [DETAIL ON PLAN X-1]	EA	1	3,150.00	3,150.00	4,500.00	4,500.00
17	820118	GUARD RAILING DELINEATOR	EA	10	84.00	840.00	100.00	1,000.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SOFT	1,265	2.80	3,542.00	3.00	3,795.00
19	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	17,840	0.19	3,389.60	0.20	3,568.00
20	850102	PAVEMENT MARKER (REFLECTIVE)	EA	980	2.80	2,744.00	2.75	2,695.00
21	860811	DETECTOR LOOP	EA	28	196.00	5,488.00	200.00	5,600.00
22	869050	GUARD POST	EA	8	449.00	3,592.00	100.00	800.00
SUBTOTAL (BASE BID)						2,897,040.10		3,332,800.00
ALTERNATE BID SCHEDULE 1 (RCS1)					Excel Paving Company Long Beach, Ca 90806		Matich Corporation San Bernardino, Ca 92412	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	152440	ADJUST MANHOLE TO GRADE	EA	20	530.00	10,600.00	800.00	16,000.00
SUBTOTAL (ALTERNATE 1)						10,600.00		16,000.00
ITEM 23						10,600.00		16,000.00

**Riverside County Transportation Department
Summary of Bids**

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Market Street, Fleetwood Drive, Via Cerro and Via Ricardo**

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Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1107

ALTERNATE BID SCHEDULE 2 (RCTD)		CONTRACT ITEM		UNITS	QUANTITY	Excel Paving Company Long Beach, Ca 90806	BID UNIT PRICE	BID ESTIMATE	Match Corporation San Bernardino, Ca 92412	BID UNIT PRICE	BID ESTIMATE
24	160120	REMOVE TREE		EA	6		1,120.00	6,720.00		1,000.00	6,000.00
		SUBTOTAL (ALTERNATE 2)						6,720.00			6,000.00
		ITEM 24									
ALTERNATE BID SCHEDULE 3 (RCTD)		CONTRACT ITEM		UNITS	QUANTITY	Excel Paving Company Long Beach, Ca 90806	BID UNIT PRICE	BID ESTIMATE	Match Corporation San Bernardino, Ca 92412	BID UNIT PRICE	BID ESTIMATE
25	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN		EA	4		1,300.00	5,200.00		800.00	3,200.00
		SUBTOTAL (ALTERNATE 3)						5,200.00			3,200.00
		ITEM 25									
		PROJECT TOTAL						2,919,560.10			3,358,000.00
		ITEMS 1-25									

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 12/21/10

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 RUBIDOUX AREA ROAD RESURFACING AND RECONSTRUCTION OF MARKET STREET, FLEETWOOD DRIVE, VIA CERRO AND VIA RICARDO, Project No. X1107 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1, 2, 3 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.

**RUBIDOUX AREA
ROAD RESURFACING AND RECONSTRUCTION PROJECT
MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO**

PROJECT NO. X1107

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	REPAIR EXISTING CATCH BASIN IN-KIND	EA	4	4300-	17200-
2	066102	DUST ABATEMENT	LS	1	1060-	1060-
3	074020	WATER POLLUTION CONTROL	LS	1	18000-	18000-
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	19000-	19000-
5	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,450	4.55	47547.50
6	152390	RELOCATE ROADSIDE SIGN	EA	1	1400 100-	100-
7	190101	ROADWAY EXCAVATION	CY	28,350	8.59	243526.58
8	190185	SHOULDER BACKING	LF	1,100	4.59	5049-
9	260201	CLASS 2 AGGREGATE BASE	CY	17,680	14.45	255476-
10	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	500-	1500-
11	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	2,350	2-	4700
12	390130	HOT MIX ASPHALT	TON	24,920	60-	1495200-
13	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,450	25-	36250-
14	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	4	2600-	10400-
15	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	2,380	12-	28560-
16	731623	MINOR CONCRETE (CURB RAMP) [DETAIL ON PLAN X-11]	EA	1	2240-	2240-
17	820118	GUARD RAILING DELINEATOR	EA	10	77-	770-
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,265	4.10	51 5186.50
19	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	17,840	30.	5352-
20	850102	PAVEMENT MARKER (REFLECTIVE)	EA	980	3.60	3528-
21	860811	DETECTOR LOOP	EA	28	178.50	4998-
22	869050	GUARD POST	EA	8	240-	1920-

SUB TOTAL: two million three hundred seven thousand five hundred 2,307,563.50
ITEMS 1-22 Sixty three ~~doors~~ ^{"WORDS"} dollars and five ~~ty~~ ^{"WORDS"} fifty cents

ALTERNATE BID SCHEDULE 1 (RUBIDOUX COMMUNITY SERVICE DISTRICT)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
23	152440	ADJUST MANHOLE TO GRADE	EA	20	610-	12200-

ALT. 1 SUBTOTAL: twelve thousand two hundred dollars and \$ 12200-
ITEM 23 zero cents "WORDS"

**RUBIDOUX AREA
ROAD RESURFACING AND RECONSTRUCTION PROJECT
MARKET STREET, FLEETWOOD DRIVE, VIA CERRO, AND VIA RICARDO**

PROJECT NO. X1107

PROPOSAL(REVISED)

ALTERNATE BID SCHEDULE 2 (RCTD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24	160120	REMOVE TREE	EA	6	600-	3600-

ALT. 2 SUBTOTAL: three thousand six hundred dollars and zero cents \$ 3,600-
ITEM 24 "WORDS"

ALTERNATE BID SCHEDULE 3 (RCTD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
25	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	770-	3080-

ALT. 3 SUBTOTAL: three thousand eighty dollars and zero cents \$ 3,080.00
ITEM 25 "WORDS"

PROJECT TOTAL: two million three hundred twenty six thousand four hundred forty three dollars and fifty cents \$ 2,326,443.50
ITEMS 1-25 "WORDS"

BIDDER DATA:

Name of Bidder All American Asphalt

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Daniel Sisemore, President
Robert Bradley, Vice President, Mark Luer, Secretary

Address P.O. Box 2229 Corona, CA 92878

Phone 951-736-7600

Contractor's License Type & Number 267073 A, C-12


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>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
Berm	AC Dike Com.	Lincoln, CA	407417
Storm Drain	SRD	Anaheim, CA	644233
Striping	OC Striping	Orange, CA	346095

Percent of work to be performed by sub-contractors: 2 %
(Note: 50% of the work required to be performed by general contractor)

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



Robert Bradley
TITLE Vice President
"Contractor"

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

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 21st (day) of December (month),
2010 (year)
at Corona, California

Signature of affiant: Robert Bradley
Robert Bradley, Vice President

Note: Notarization of signature required

CALIFORNIA JURAT WITH AFFIANT STATEMENT

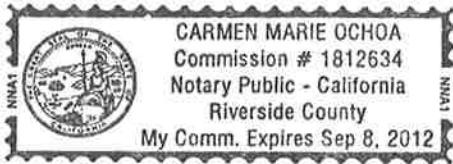
State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 21st day of December, 2010
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: 12/21/10 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

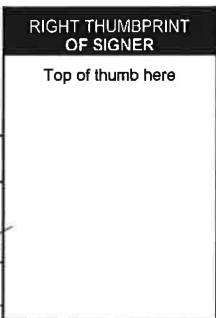
Signer's Name: Robert Bradley

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

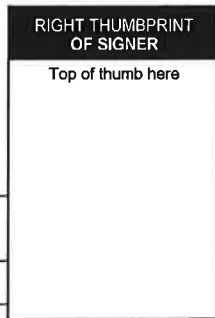
Signer's Name: _____

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

Signer is Representing: All American Asphalt



Signer is Representing: _____



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 _____ 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, _____ 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. _____. (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.

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

COUNTY OF RIVERSIDE

CONTRACTOR

BY _____
Chairman, Board of Supervisors

BY Robert Bradley
Robert Bradley

Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Mark Luer

BY _____
Deputy

TITLE: Mark Luer, Secretary

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

License No. 267073

Federal Employer Identification Number:
95-2595043

"County"
(Seal)

"Corporation"
(Seal)



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY
Transportation Department



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

ADDENDUM NUMBER 1
Dated December 15, 2010

to the
Specifications and Contract Documents
for the construction of

Rubidoux Area
Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:
www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Revised Proposal.

Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the Proposal bid schedules:

- a. "Estimated Quantities" are changed for the following bid items:
 - Item 1, "REPAIR EXISTING CATCH BASIN IN-KIND"
 - Item 7, "ROADWAY EXCAVATION"
 - Item 9, "CLASS 2 AGGREGATE BASE"
 - Item 12, "HOT MIX ASPHALT"
 - Item 13, "MINOR CONCRETE (CURB AND GUTTER) (CRS 200)"

b. The following bid items have been added:

- Item 24, "REMOVE TREE"
- Item 25, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN"

See Attachment "A"

Item 2: Construction Project Funding Identification Signs.

Refer to section entitled "Construction Project Funding Identification Signs" on page 56. Delete this section and replaced with the following:

"The Contractor shall furnish and install **four (4)** 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. (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."

See Attachment "B" for Sample Sign.

- Item 3: Water Pollution Control (Santa Ana River Basin-Risk Level 1).**
Refer to section entitled "Water Pollution Control (Santa Ana River Basin-Risk Level 1)" and third paragraph on page 63. Delete this paragraph 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 4: Remove Tree.**
The following Special Provisions regarding "Remove Tree" are added and made part hereof. However no tree trimming or removal is allowed until written notice of Environmental clearance is provided by Transportation Department Environmental Division.

REMOVE TREE:

Several large and mature trees including stumps shall be removed as directed by the Engineer.

Removed tree shall be the property of the Contractor and shall be disposed of by the Contractor, as provided in Section 7-1.13 of the Standard Specifications.

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Between February 1st and September 1st, the Contractor shall notify the Engineer 15 working days prior to beginning tree removal work. The Engineer will approve the beginning of tree removal work February 1st and September 1st.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in approving the tree removal, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is

discovered after beginning work, the Contractor shall immediately stop work within 300 feet of the nests and notify the Engineer. Work shall not resume until the Engineer provides a written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work" of the Standard Specifications.

Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety" of the Standard Specifications.

Penalties as used in this Section, "General Migratory Bird Protection" shall include fines, penalties, and damages whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties. Upon final disposition, the Department shall inform the Contractor or the withheld amount.

Method of Payment

The contract price paid per each for tree removal shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including disposing of removed trees and no additional compensation will be allowed therefor."

MODIFICATIONS / CLARIFICATIONS TO PLANS:

- Item 5:** Clarification to plans for Fleetwood Dr, Via Cerro & Via Ricardo Pavement Reconstruction Project
Refer to Construction Note No. 2: Replace with
"REMOVE EXISTING PAVEMENT SECTION, SCARIFY AND COMPACT SUBBASE TO 95% AND PLACE 0.55' HMA / 0.95' AB CL-2."
- Item 6:** Refer to Construction Note No. 5: Replace with
"REMOVE EXISTING CROSS GUTTER AND REPLACE WITH RIV CO STD 209 OR 210, AS DIRECTED BY ENGINEER."


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


Michael O. Mueeting, PE
Project Manager



Concurrence:

 12/15/10
Khalid Nasim, PE
Engineering Division Manager

Acknowledged:  Date: 12/21/10
(Contractor)
Robert Bradley, Vice President

JRJ:sb

State Transportation Bond Funds

AT WORK

Ramona Expressway Rehabilitation



County of Riverside Transportation Department



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Transportation Department



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

ADDENDUM NUMBER 2
Dated December 16, 2010

to the
Specifications and Contract Documents
for the construction of

Rubidoux Area
Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:
www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

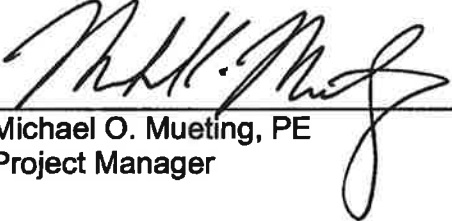
Item 1: Hours of Work.

Refer to section entitled "Hours of Work" on page 50 and subsection entitled "Market Street". Following additional provision is added and made part hereof:

"Market Street:

Within the specified 14 calendar days under section "Liquidated Damages", the contractor may work one weekend from 8:00 PM Friday through 5:00 AM Monday for the reconstruction of the intersection of Market Street and Via Cerro. One traffic lane shall be available at all times and the traffic control to reconstruct the intersection must be supplemented by the use of pilot vehicle and flagging. The pilot car and flagging shall be considered as included in the lump sum bid price paid for Traffic Control System."

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

 12/16/10


Michael O. Mueeting, PE
Project Manager



Concurrence:

 12/16/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged:  Date: 12/21/10

(Contractor)
Robert Bradley, Vice President

JRJ:sb



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

Facsimile Transmittal

December 21, 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. 3
Rubidoux Area Road Resurfacing
& Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107**

Number of Pages transmitted: 4

Transmitted is addendum no. 3 to the referenced public works project.

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



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Transportation Department

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

ADDENDUM NUMBER 3
Dated December 21, 2010

to the
Specifications and Contract Documents
for the construction of

Rubidoux Area
Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107

Bids Due: (REVISED)
Wednesday, December 29, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

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

Wednesday, December 29, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Addendum No. 3
Rubidoux Area, Road Resurfacing and Reconstruction Project
Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
Project No. X1107
December 21, 2010
Page 2 of 3

Item 2: Order of Work.

Refer to section entitled "Order of Work" on page 51. The following additional provision is added and made part hereof:

"Attention is directed to "Grinding Asphalt concrete in Place" of these Special Provisions regarding work procedure. At no time will traffic be allowed on pulverized material, base or subgrade. For Market Street, each working night, the Contractor will pulverize, grade, compact, place 0.20' HMA leveling course and place the first lift of 0.20' HMA. The final 0.18' lift of HMA shall be placed as the final operation."

Item 3: Grinding Asphalt Concrete in Place.

Refer to section entitled "Grinding Asphalt Concrete in Place." on page 68. Following additional provision is added and made part hereof:

"At no time will traffic be allowed on pulverized material, base or subgrade. For Market Street, each working night, the contractor will pulverize, grade, compact, place 0.20' HMA leveling course and place the first lift of 0.20' HMA. The final 0.18' lift of HMA shall be placed as the final operation."

Item 4: Repair Existing Catch Basin in-kind. Clarification regarding the location of catch basins.

Refer to proposal (Revised) issued with addendum 1, base bid, Item 1 "REPAIR EXISTING CATCH BASIN IN-KIND" and also refer to plans sheet for Fleetwood Dr., Via Cerro and Via Ricardo Sheet 2 of 2 (L-1). The unidentified 4th catch basin location is approximately at the center of the southerly Via Cerro curve near the Market Street and Via Cerro intersection. Contractors are reminded of Instruction to Bidders Item #9 "Inspection of Site."

Item 5: Remove Trees. Clarification regarding the location of trees.

Refer to ALTERNATE BID SCHEDULE 2 (RCTD), Item 24 on revised Proposal issued with Addendum 1, and also refer to plans sheet Fleetwood Dr. Via Cerro and Via Ricardo Sheet 2 of 2 (L-1), six (6) trees to be removed are located on Fleetwood Drive. These locations will be marked by the end of the day today 12/21/10 in the field. Contractors are reminded of Instruction to Bidders Item #9 "Inspection of Site."

Addendum No. 3
 Rubidoux Area, Road Resurfacing and Reconstruction Project
 Market Street, Fleetwood Drive, Via Cerro and Via Ricardo
 Project No. X1107
 December 21, 2010
 Page 3 of 3

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

Michael O. Muetting 12/21/10

 Michael O. Muetting, PE
 Project Manager



Concurrence:

Khalid Nasim 12/21/10

 Khalid Nasim, PE
 Engineering Division Manager

Acknowledged: *Robert Bradley* Date: 12/27/10
 (Contractor)

JRJ:sb Robert Bradley, Vice President

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 Rubidoux Area Road Resurfacing (See Reverse Side for Complete Job Description) in accordance with a Notice Inviting Bids of County dated _____.
- 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 16th, 2010

Fidelity and Deposit Company of Maryland

All American Asphalt

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

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: This Bond must be executed by both parties with corporate seal affixed. All signatures must be notarized

Bid Date: December 22, 2010

JOB DESCRIPTION:

**RUBIDOUX AREA ROAD RESURFACING AND RECONSTRUCTION OF
MARKET STREET, FLEETWOOD DRIVE, VIA CERRO AND VIA RICARDO,
PROJECT NO. X1107**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On December 21, 2010 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

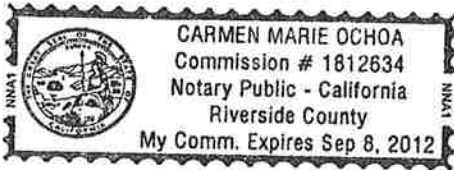
personally appeared Robert Bradley
Name(s) of Signer(s)

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

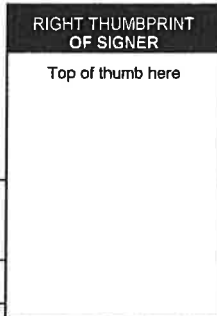
Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond
Document Date: 12/16/10 Number of Pages: 1
Signer(s) Other Than Named Above: Rebecca Haas-Bates

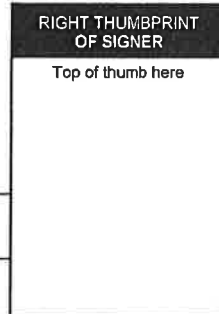
Capacity(ies) Claimed by Signer(s)

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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 12-16-10 before me, Barbara J. Bender, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

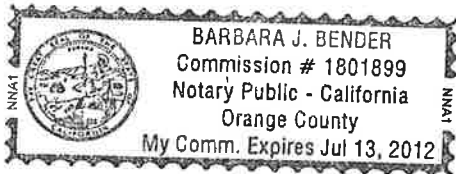
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 12-16-10

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 } ss:
City of Baltimore }

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 16th day of DECEMBER, 2010

Gerald F. Harley
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
