

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

147A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 3, 2011

SUBJECT: Road rehabilitation of De Luz Road from Rancho California Road to Carancho Road in the Santa Rosa area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one Addendum to specifications, issued prior to the February 02, 2011 bid opening; and,
2. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$740,000; and,
3. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

Juan C. Perez
Director of Transportation

JCP:jjr:rr
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 740,000	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 1B [State Bond Funds- Local Roads] (99.8%), Proposition 111 [Gas Tax] (0.2%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL L. VICTOR
DATE: 3/1/11

Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref. 01/11/11, Item 3.76 | District: 1 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.51



The Honorable Board of Supervisors

RE: Road rehabilitation of De Luz Road from Rancho California Road to Carancho Road in the Santa Rosa area.

March 3, 2011

Page 2 of 2

BACKGROUND: By Minute Order dated January 11, 2011 (agenda item 3.76) the Board authorized the Clerk of the Board to advertise for the resurfacing of De Luz Road, between Rancho California Road and Carancho Road, and associated improvements in the Santa Rosa area of Riverside County. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, February 02, 2011. Nine responsive bids were received. The lowest responsive bid was submitted by All American Asphalt in the amount of \$740,000. The bid is \$253,500 (25.5%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements. The project is expected to be completed within the existing budget as shown on attachment A.

During the advertisement period, one addendum was 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 addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

The Contractor has executed the contract and has provided performance and payment bonds.

The contractor is qualified.

Project Number: X1106



Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Public Works

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
-------------------------	----------------------------------

N/A

Vendor/Lessor Name:	All American Asphalt
----------------------------	-----------------------------

Minority

Status: M W DV None

Vendor/Lessor Location:	Corona, Ca.
--------------------------------	--------------------

Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

- Bid Range: \$ 740,000.00 to \$1,509,440.00
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$ 740,000.00 to \$1,509,440.00

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



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

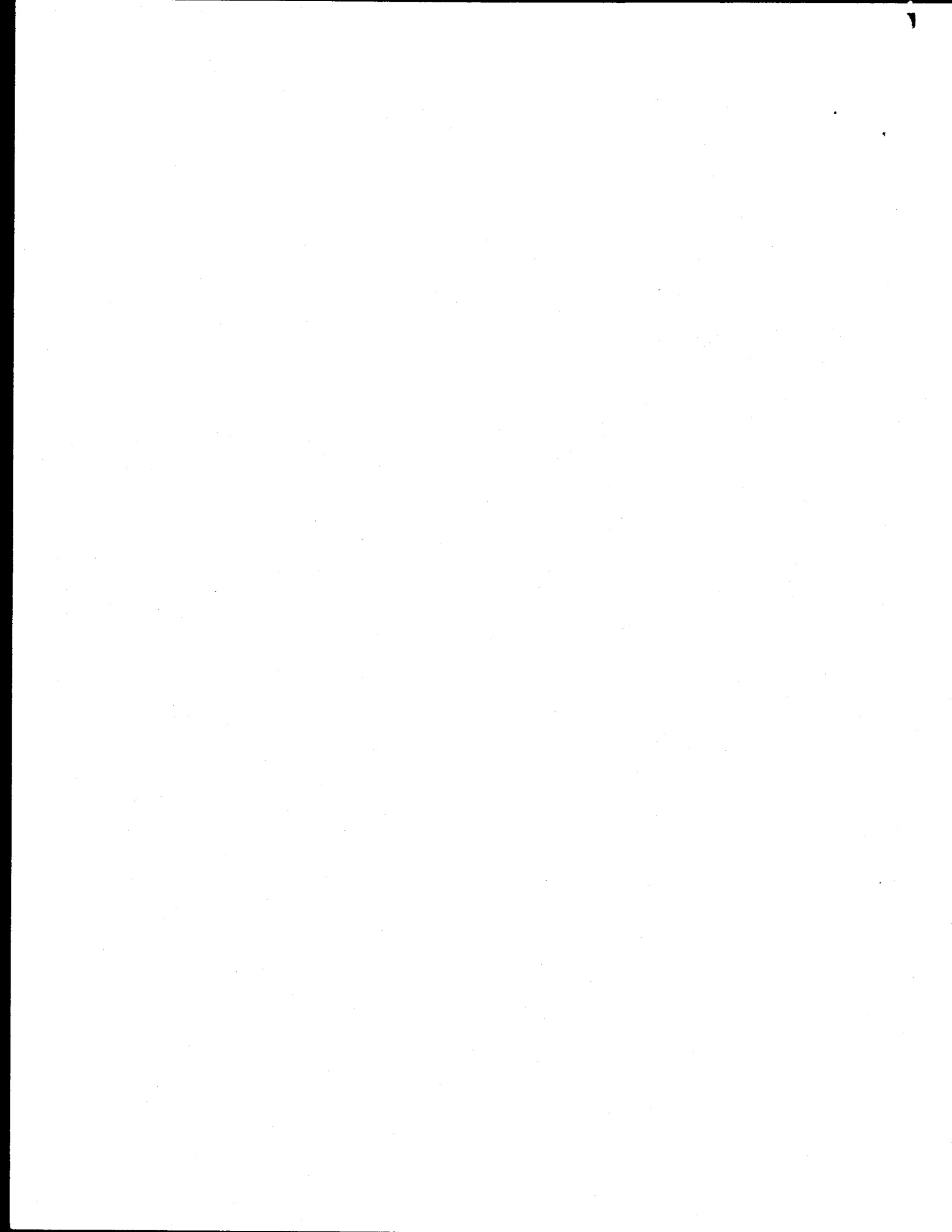
RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

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

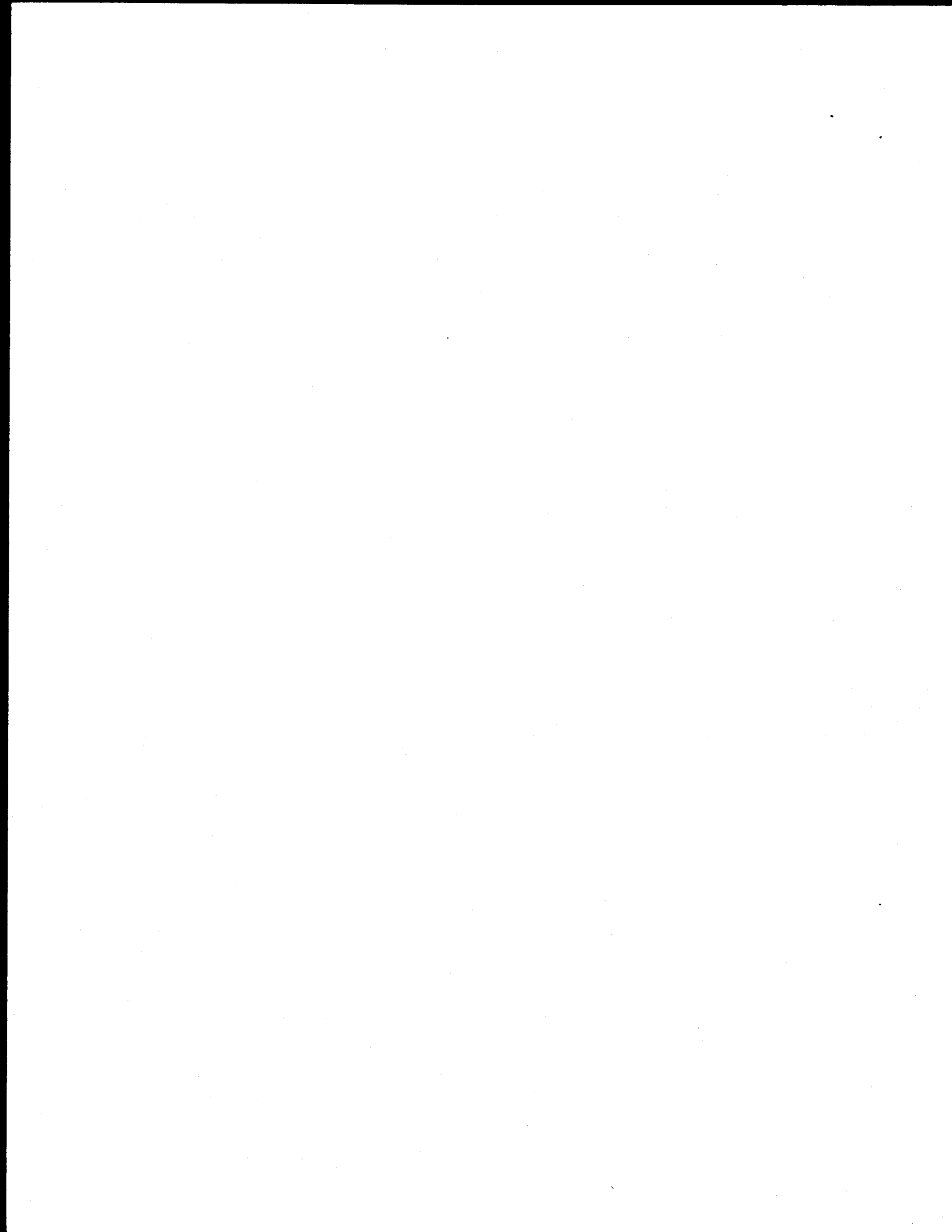
The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

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.



**DE LUZ ROAD
ROAD REHABILITATION PROJECT
RANCHO CALIFORNIA ROAD TO CARANCHO ROAD**

PROJECT No. B1-0455

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	6.00	97,440.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	1,000.00	2,000.00
3	066102	DUST ABATEMENT	LS	1	100.00	100.00
4	074020	WATER POLLUTION CONTROL	LS	1	6,000.00	6,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	19,215.00	19,215.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	1.75	6,895.00
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	500.00	500.00
9	190185	SHOULDER BACKING	LF	23,000	1.25	28,750.00
10	220101	FINISHING ROADWAY	LS	1	2,000.00	2,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	500.00	1,500.00
12	390130	HOT MIX ASPHALT	TON	7,950	63.50	504,825.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	1.50	1,245.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	1.50	4,650.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	137.00	13,700.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	31.50	31,500.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.50	1,100.00
18	---	DELETED BY ADDENDUM	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.28	10,080.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.50	3,500.00

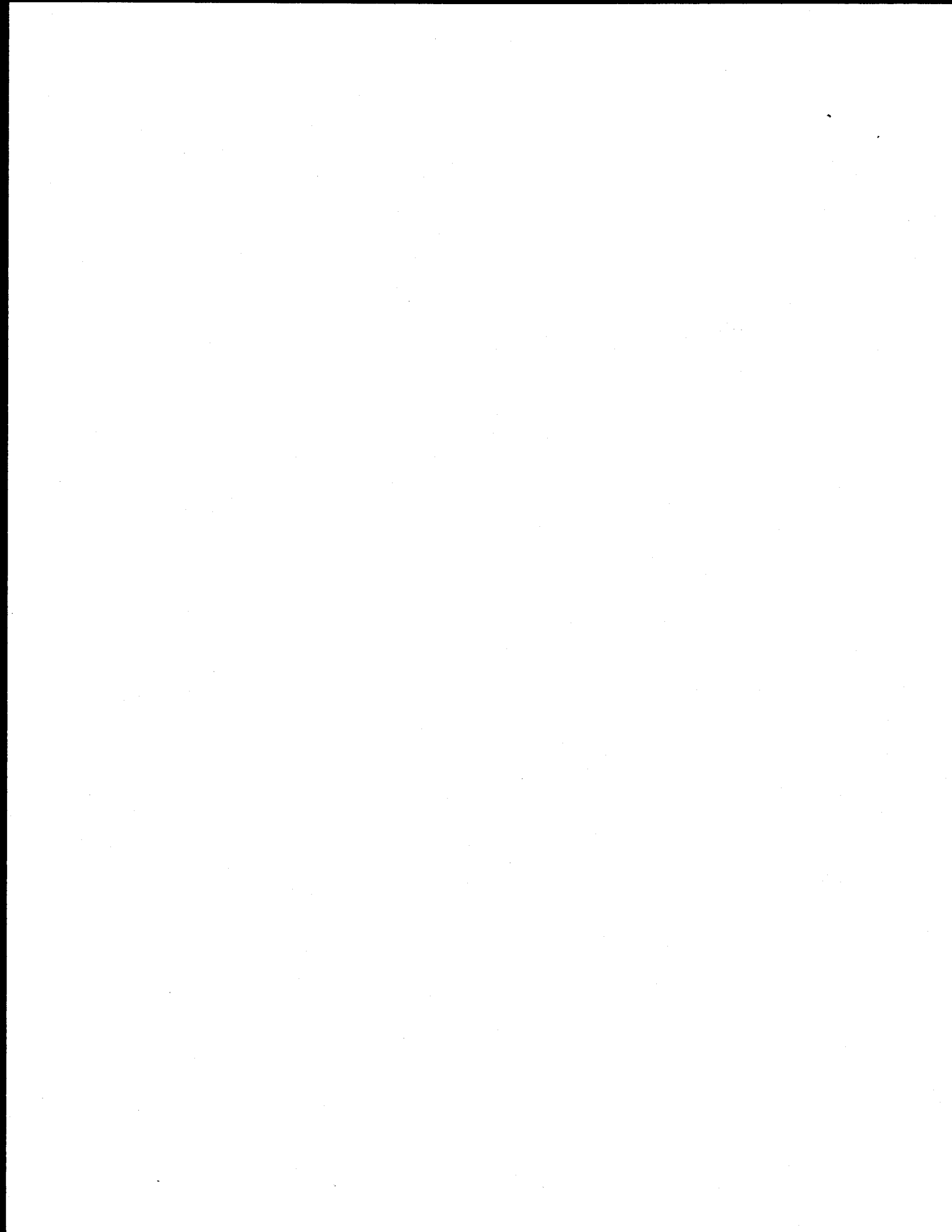
PROJECT
TOTAL:

Seven hundred forty thousand dollars and zero cents

\$740,000.00

ITEMS 1-19

"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

BY Robert Bradley
Robert Bradley

BOB BUSTER

TITLE: Vice President
(If Corporation, Affix Seal)

Dated MAR 15 2011

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

[Signature]

BY Norrena Canava
Deputy

TITLE: Mark Luer, Secretary

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 3/1/11 DATE
MARSHAL VICTOR

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)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 10, 2011 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

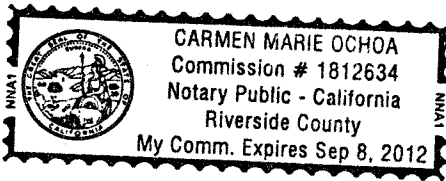
personally appeared Robert Bradley and Mark Luer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Agreement

Document Date: _____ Number of Pages: 4

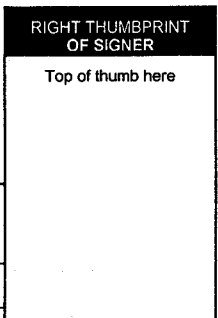
Signer(s) Other Than Named Above: County of Riverside

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: _____

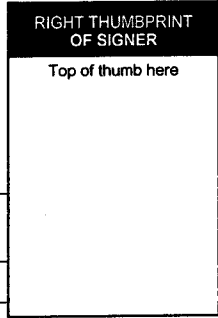
Signer is Representing:
All American Asphalt

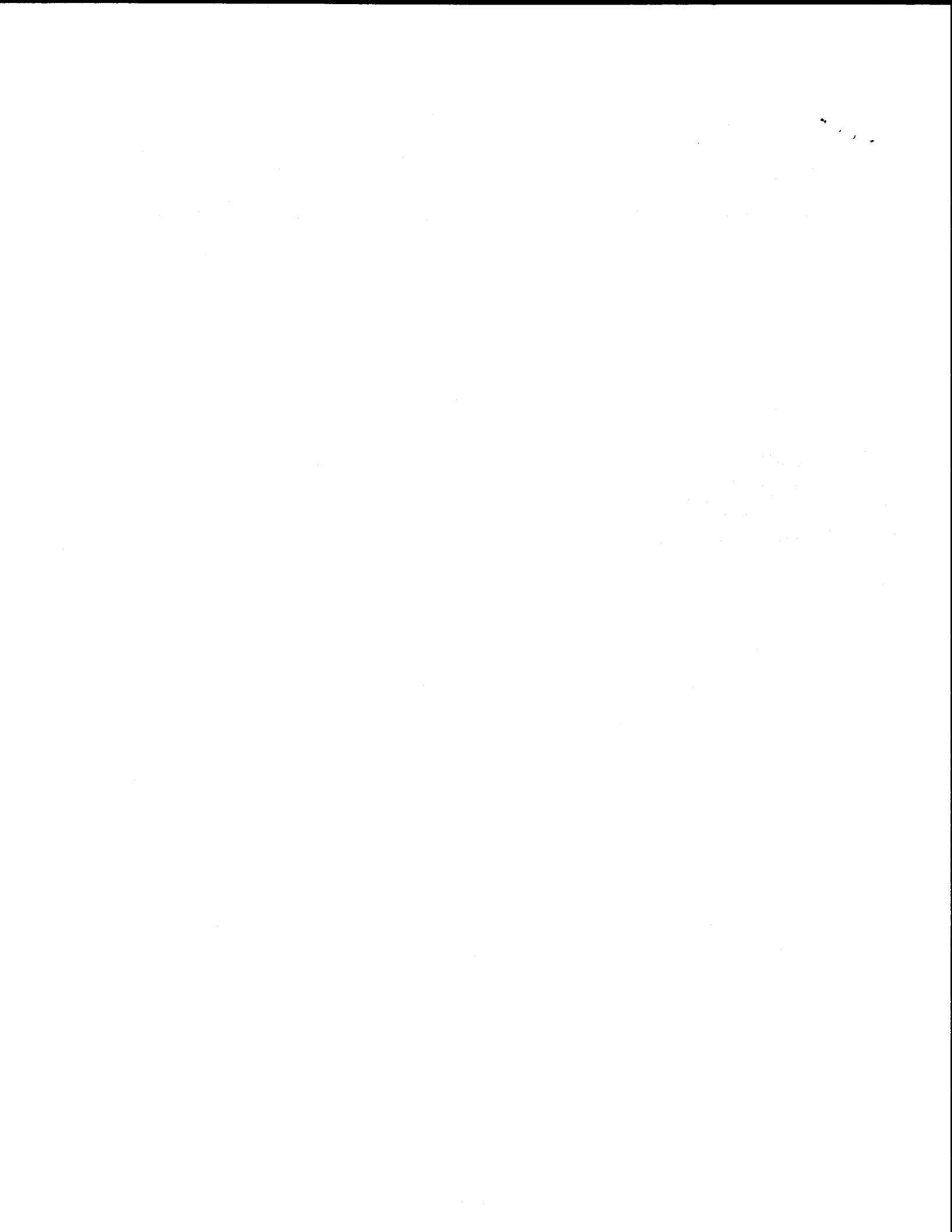


Signer's Name: Mark Luer

- 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

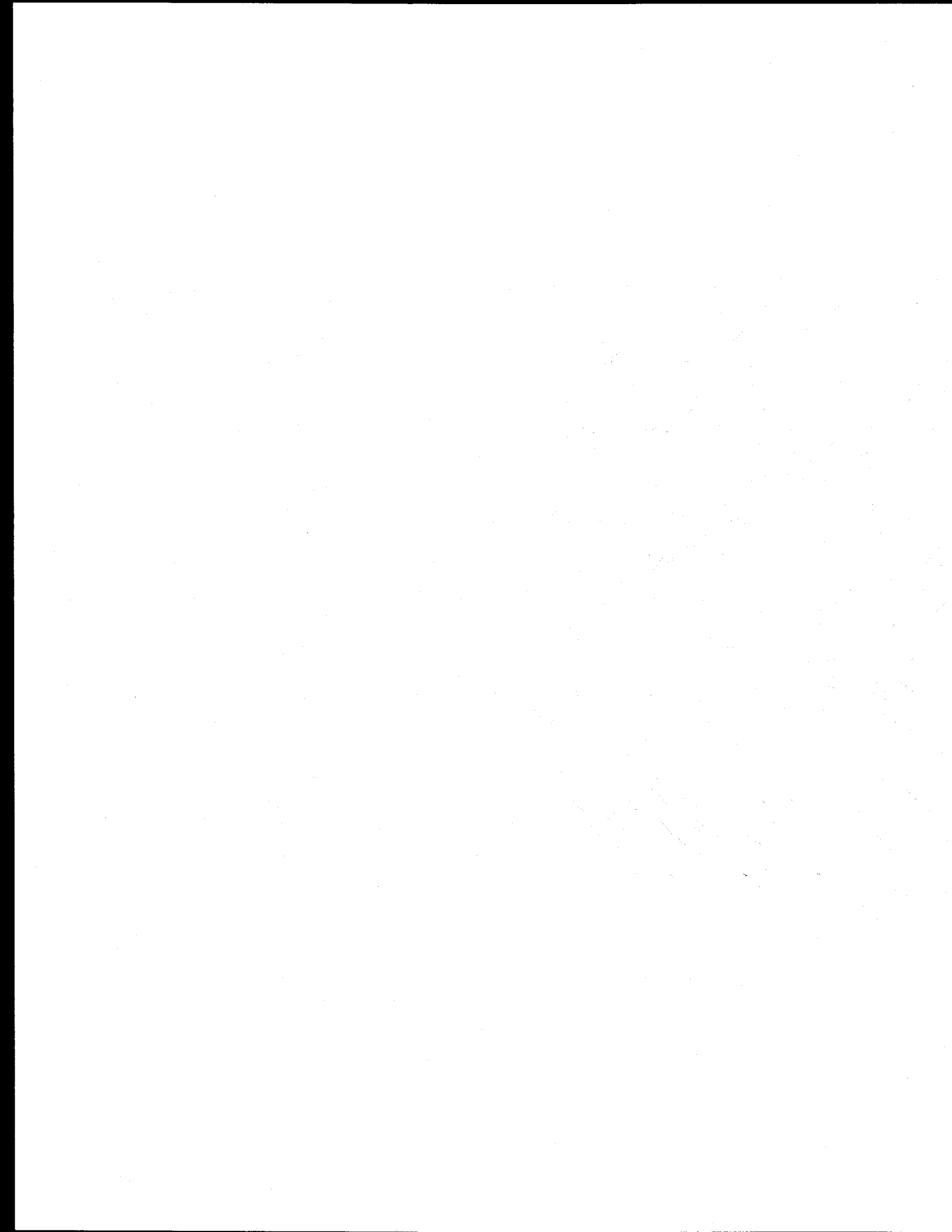
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on February 10, 2011, designated Robert Bradley to represent our Corporation in the capacity of Vice President.

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

Mark Luer
Secretary



PERFORMANCE BOND

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455**

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 \$ **740,000.00 (Seven hundred forty thousand dollars and zero cents)**, and inures to the benefit of County.

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

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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



PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 740,000.00 (Seven hundred forty thousand dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455

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 _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

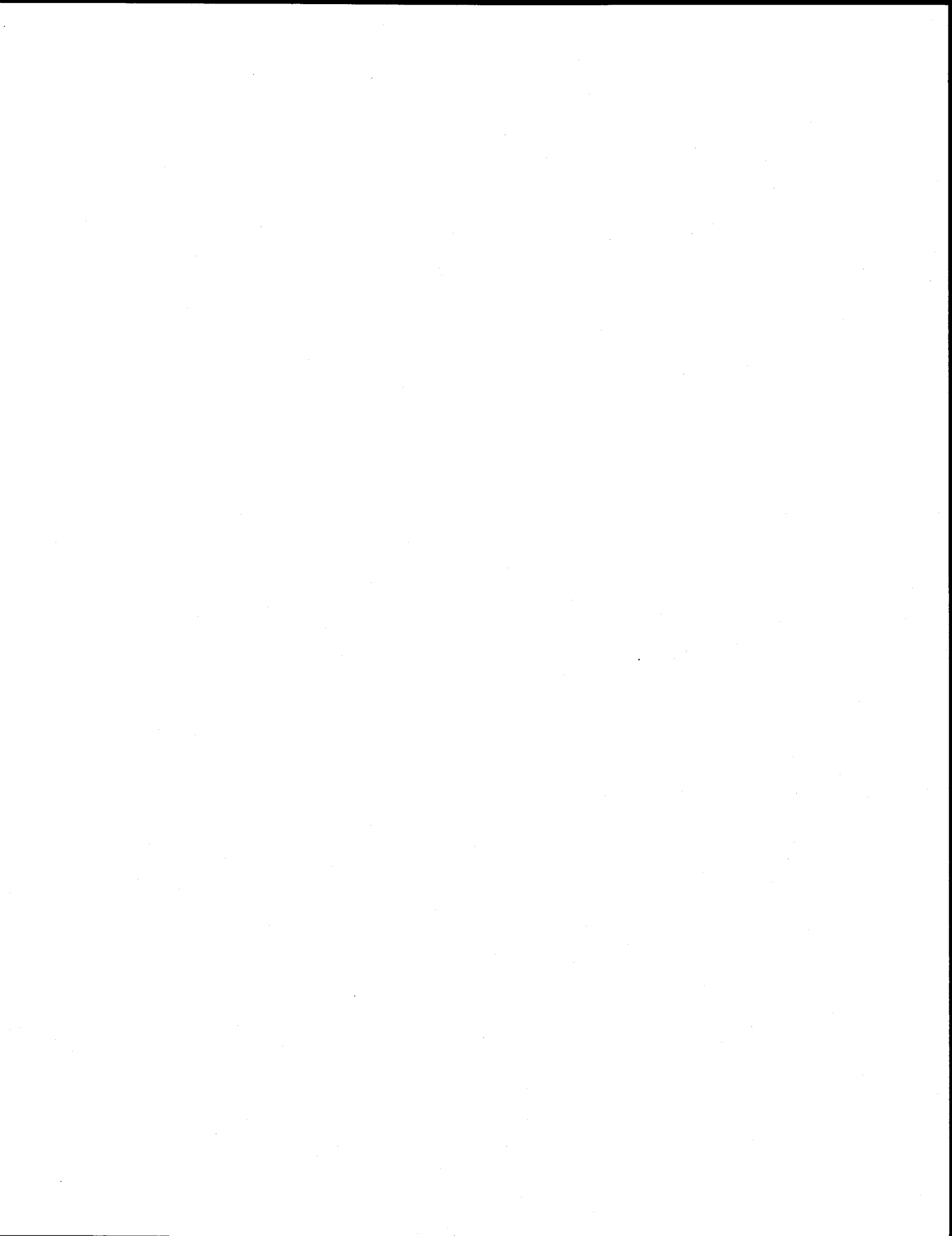
On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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



PERFORMANCE BOND

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455**
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 **\$ 740,000.00 (Seven hundred forty thousand dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of February 4, 2011

All American Asphalt
By [Signature]
By Robert Bradley
Title Vice President
"Contractor"

Fidelity and Deposit Company of Maryland
By [Signature]
Type Name Rebecca Haas-Bates,
Its Attorney in Fact
"Surety"

(Corporate Seal)

(Corporate Seal)

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

100

100

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 11, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

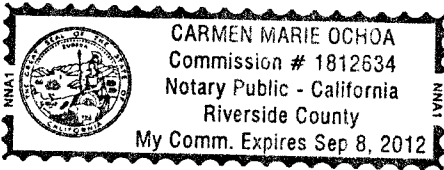
personally appeared Robert Bradley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond

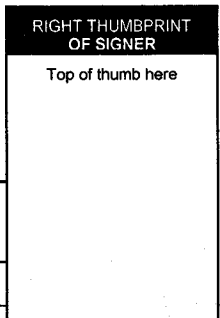
Document Date: 2/4/11 Number of Pages: 1

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

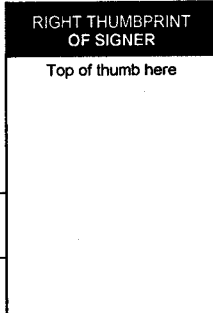
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



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: _____



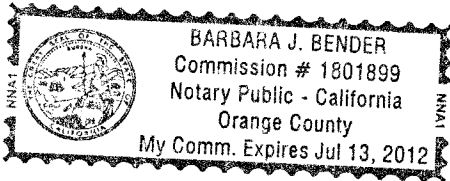
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On 2-4-11 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature Barbara J. Bender
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7621118

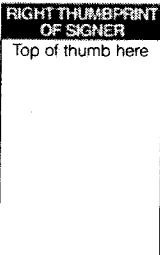
Document Date: 2-4-11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

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



Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____



PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 740,000.00 (Seven hundred forty thousand dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho Road, Project No. B1-0455

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

DATED: February 4, 2011

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By *Robert Bradley*

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

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.

Signature of Notary Public

Notary Public (Seal)

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

10/10/10

10/10/10

10/10/10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 11, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

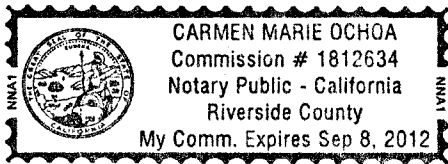
personally appeared Robert Bradley
Name(s) of Signer(s)

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.

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 Payment Bond

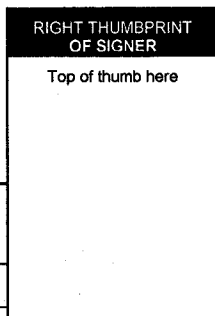
Document Date: 2/4/11 Number of Pages: 1

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

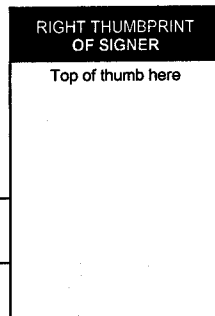
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



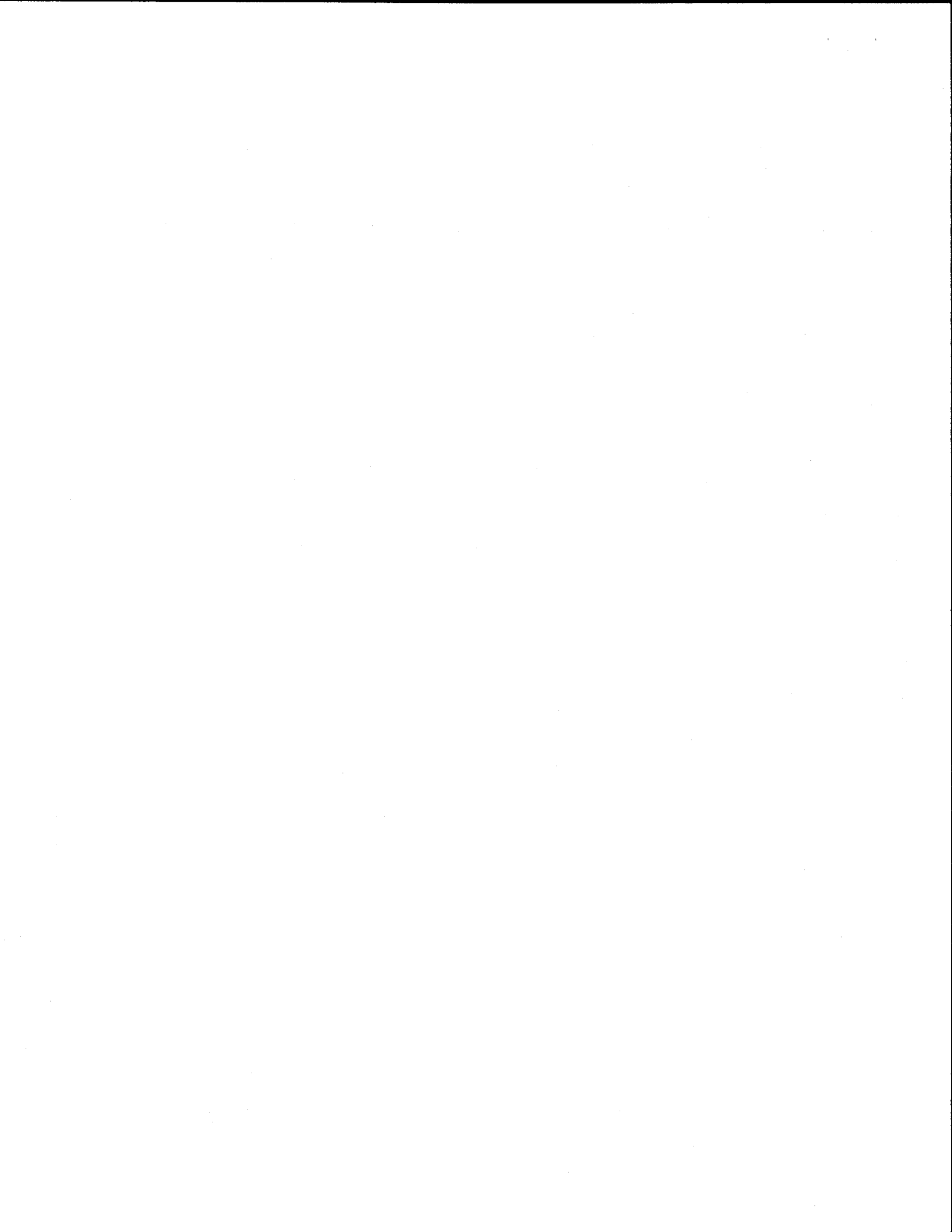
Signer is Representing:
All American Asphalt

Signer's Name: _____

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



Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

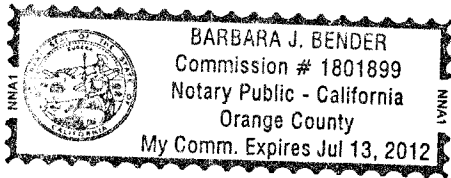
State of California

County of Orange

On 2-4-11 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

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

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



Place Notary Seal Above

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

WITNESS my hand and official seal

Signature Barbara J. Bender
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7621118

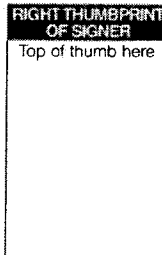
Document Date: 2-4-11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

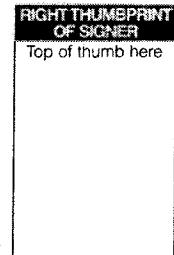
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____

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

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

William J. Mills

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

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

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



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

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

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, 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

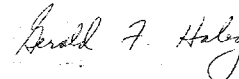
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 4TH day of FEBRUARY, 2011.


Assistant Secretary

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1

SCHUAMBURG, IL 60196-1056

800-382-2150

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

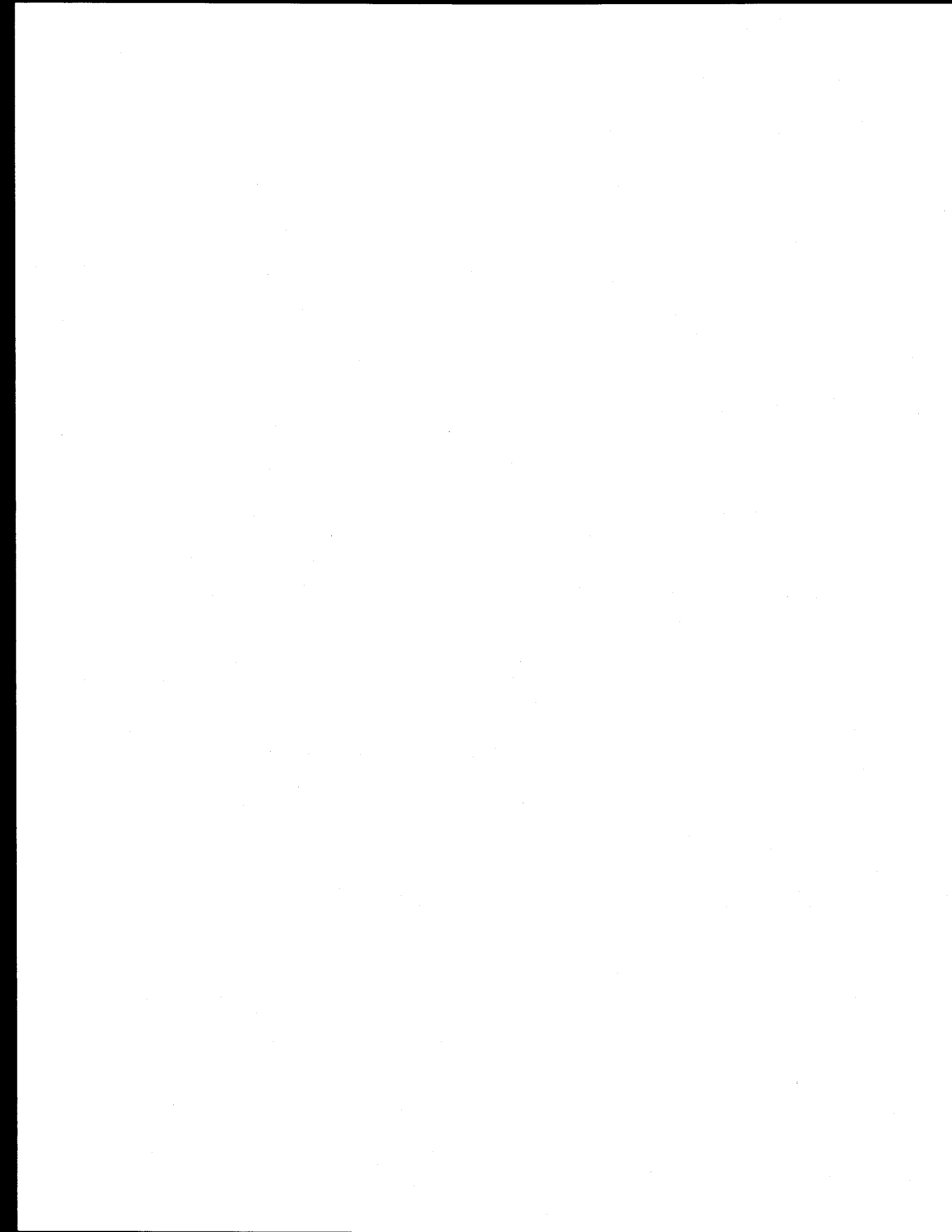
Company Enforcement Action Documents
Company Performance & Comparison Data
Composite Complaint Studies

Want More?

Help Me Find a Company Representative in My Area

Financial Rating Organizations

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



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2011

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 #
INSURER A: ARCH SPECIALTY INS CO	21199
INSURER B: HARTFORD FIRE IN CO	19682
INSURER C: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER D: SEABRIGHT INS CO	15563
INSURER E:	

INSURED
All American Asphalt

P.O. Box 2229

Corona, CA 92878-2229

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GPP002265802	08/01/10	08/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 \$ 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 EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	7521507	08/01/10	08/01/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1100243	08/01/10	08/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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: De Luz Road, Road Rehabilitation Project Rancho California Road to Carancho Road, Project No. B1-0455
[2]

CERTIFICATE HOLDER

RE: De Luz Road
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 CONSTITUTE NOTICE OF CANCELLATION. THIS NOTICE IS NOT VALID UNLESS IT IS ACCOMPANIED BY A COPY OF THIS CERTIFICATE. THE INSURER'S AGENTS SHALL BE RESPONSIBLE FOR THE DELIVERY OF THIS NOTICE TO THE CERTIFICATE HOLDER. THE INSURER'S AGENTS SHALL BE RESPONSIBLE FOR THE DELIVERY OF THIS NOTICE TO THE CERTIFICATE HOLDER. THE INSURER'S AGENTS SHALL BE RESPONSIBLE FOR THE DELIVERY OF THIS NOTICE TO THE CERTIFICATE HOLDER.

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

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

Project

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

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: GPP0022658-02

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/10

00 CGL0006 00 05 07

2311



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule

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

Project

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

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: GPP0022658-02

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/10



00 CGL0130 00 09 06

Page 1 of 1

2311

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

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

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: GPP0022658-02

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/10



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



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

Project

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

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

A handwritten signature in black ink, located in the lower right quadrant of the page. The signature is cursive and appears to read "K. Sharp".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

Schedule

Person or Organization

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

Job Description

RE: De Luz Road, Road Rehabilitation Project
Rancho California Road to Carancho Road, Project
No. B1-0455

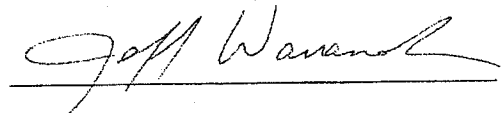
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

* 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.
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)
AH2694

DATE

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

Limits are inclusive of Defense Expenses

GENERAL LIABILITY DOT

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

\$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

Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

SeaBright Insurance Co.
BB 1100243
08/01/10
08/01/11

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

Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY

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

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

Defense Expenses are in addition to the limit

S.J.R.

SELF INSURED RETENTION OF
\$10,000
EACH EMPLOYEE

Limits are inclusive of Defense Expenses


Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

Baig, Saleem

From: Kathy Lopez [klopez@edgewoodins.com]
Sent: Friday, January 14, 2011 8:23 AM
To: Zohreh Taleb-Zadeh
Cc: Baig, Saleem; 'Carmen Ochoa'
Subject: RE: 2 COIs

Hi Saleem and how are you today?

In answer to your question, ARCH Specialty is a non-admitted carrier, but they are on the LESLI list (List of Eligible Surplus Line Insurers) which reflects the state of California considers them like an admitted carrier.

If anything else is needed, feel free to let me know.

Kathy

Kathy Lopez, CIC

Operations



Edgewood Partners Insurance Center
One City Blvd West #700 | Orange, CA 92868
714.937.4270 Direct | 714.634.1328 Fax
klopez@edgewoodins.com



think before you ink. please print this email only if necessary.

From: Zohreh Taleb-Zadeh
Sent: Friday, January 14, 2011 8:15 AM
To: Kathy Lopez
Cc: 'Baig, Saleem'; 'Carmen Ochoa'
Subject: FW: 2 COIs

Kathy,

Please answer Saleem's question per below email.

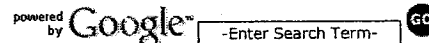
Thank you,

Zohreh Talebzadeh

CALIFORNIA DEPARTMENT OF INSURANCE

Skip to Content | Home | Check License Status | Request for Assistance | Contact Us

CONSUMERS | SENIORS | AGENTS & BROKERS | INSURERS | FRAUD | NEWS | ABOUT US | MULTIMEDIA



[Insurers Overview](#) / [Insurers](#) / [Bulletins & Notices](#) / [List of Eligible Surplus Line Insurers \(LESLI\)](#)

Insurers Overview

Insurers

[Applications, Forms & Filings](#)

[Filings](#)

[Bulletins & Notices](#)

[Programs](#)

[Officially Filed Reports of Examination](#)

OASIS

[Legal Information](#)

[Data & Reports](#)

[COIN](#)

[P&C Rate Filing](#)

[Individual Health Rate Filings](#)

Quick Links

[-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](#) - [L](#) | [M](#) - [P](#) | [Q](#) - [Z](#)

A

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

[Back to Top](#)

B - D

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

Company Profile

HARTFORD FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA
HARTFORD, CT 06115
800-243-5860

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
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

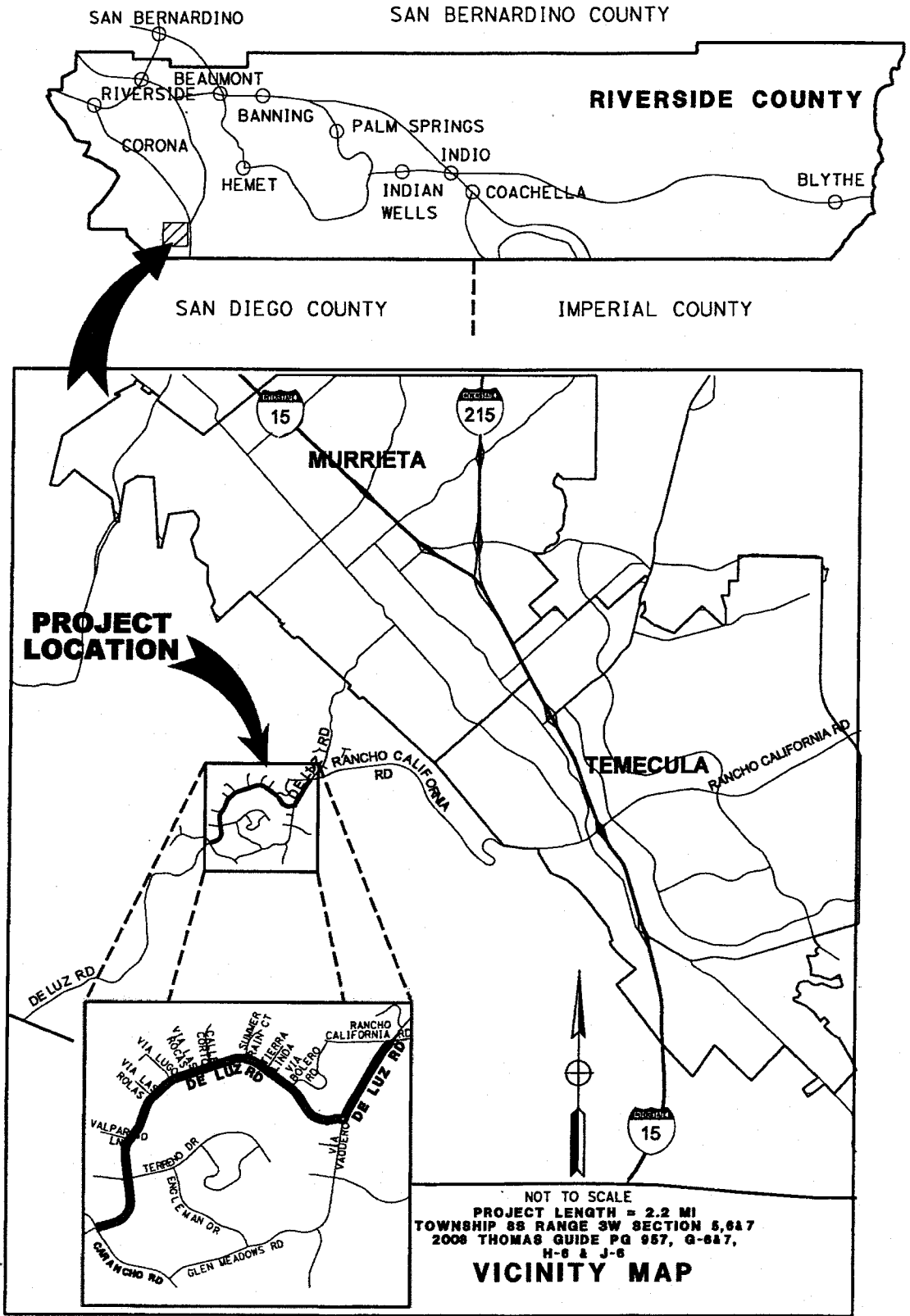
Company Complaint Information

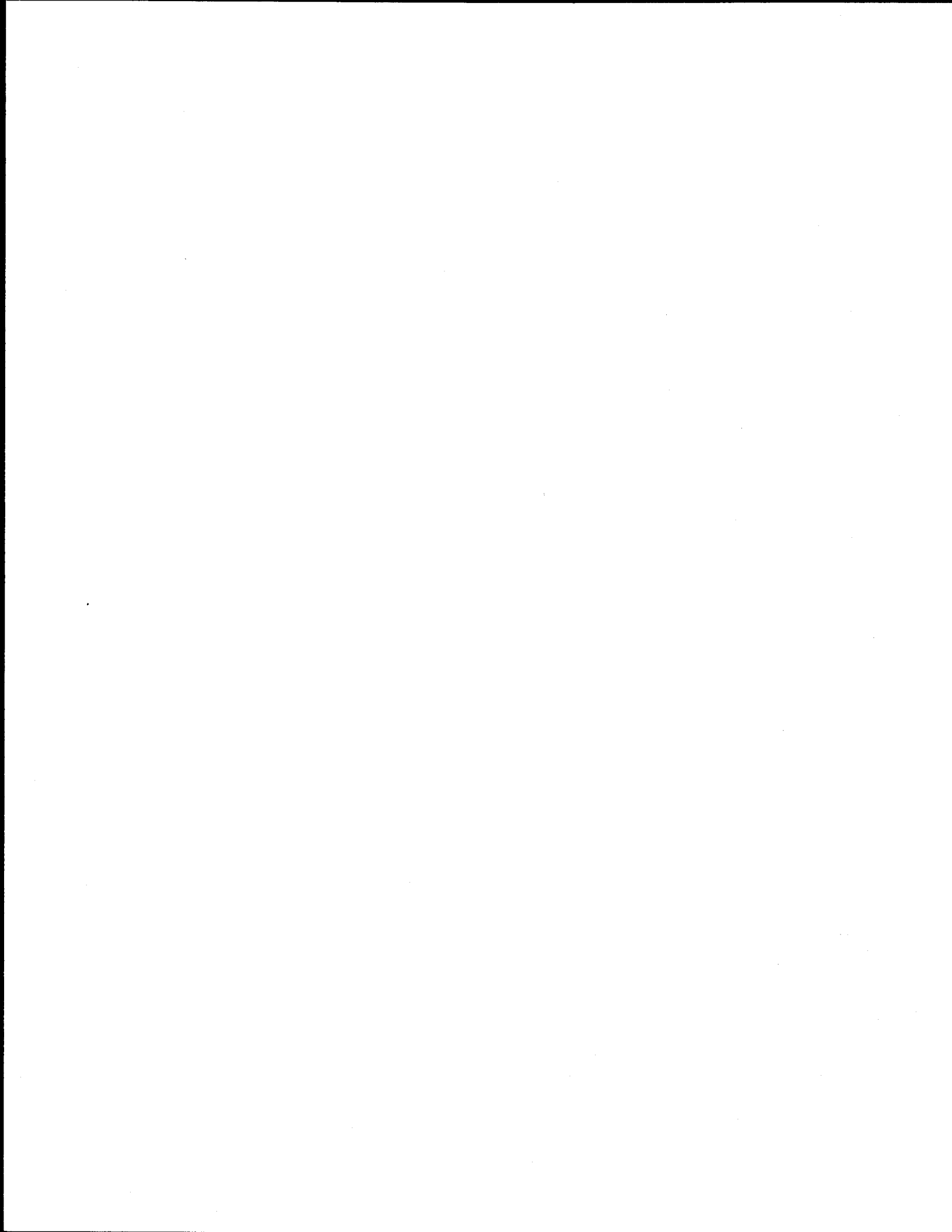
Company Enforcement Action Documents

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

DE LUZ ROAD

ROAD REHABILITATION PROJECT
RANCHO CALIFORNIA ROAD TO CARANCHO ROAD





Attachment "A"

Riverside County Transportation Department

Project: DE LUZ ROAD - RANCHO CALIFORNIA RD TO CARANCHO RD : DE LUZ ROAD REHABILITATION PROJECT

Project No.(s): B10455

Expenses as of: 2/16/2011

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	948	1,200	2,148	5,000
Design	122,015	9,000	131,015	74,000
Right-of-way				
Utilities				
Construction		740,000	814,000	1,125,000
Construction Contingency 10.0%		74,000		
Construction Engineering & Inspection	2,492	137,508	140,000	140,000
Construction Survey	949	39,051	40,000	40,000
Totals:	126,404	1,000,759	1,127,163	1,384,000

Project Funding

Code	Name	Existing Budget
201	Proposition 111 (gas tax)	2,000
215	Proposition 1B (State bond funds- Local Roads)	1,382,000
	Totals	1,384,000

Comments

Construction costs based on the bid submitted by All American Asphalt on January 11, 2011.



**Riverside County Transportation Department
Summary of Bids**

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

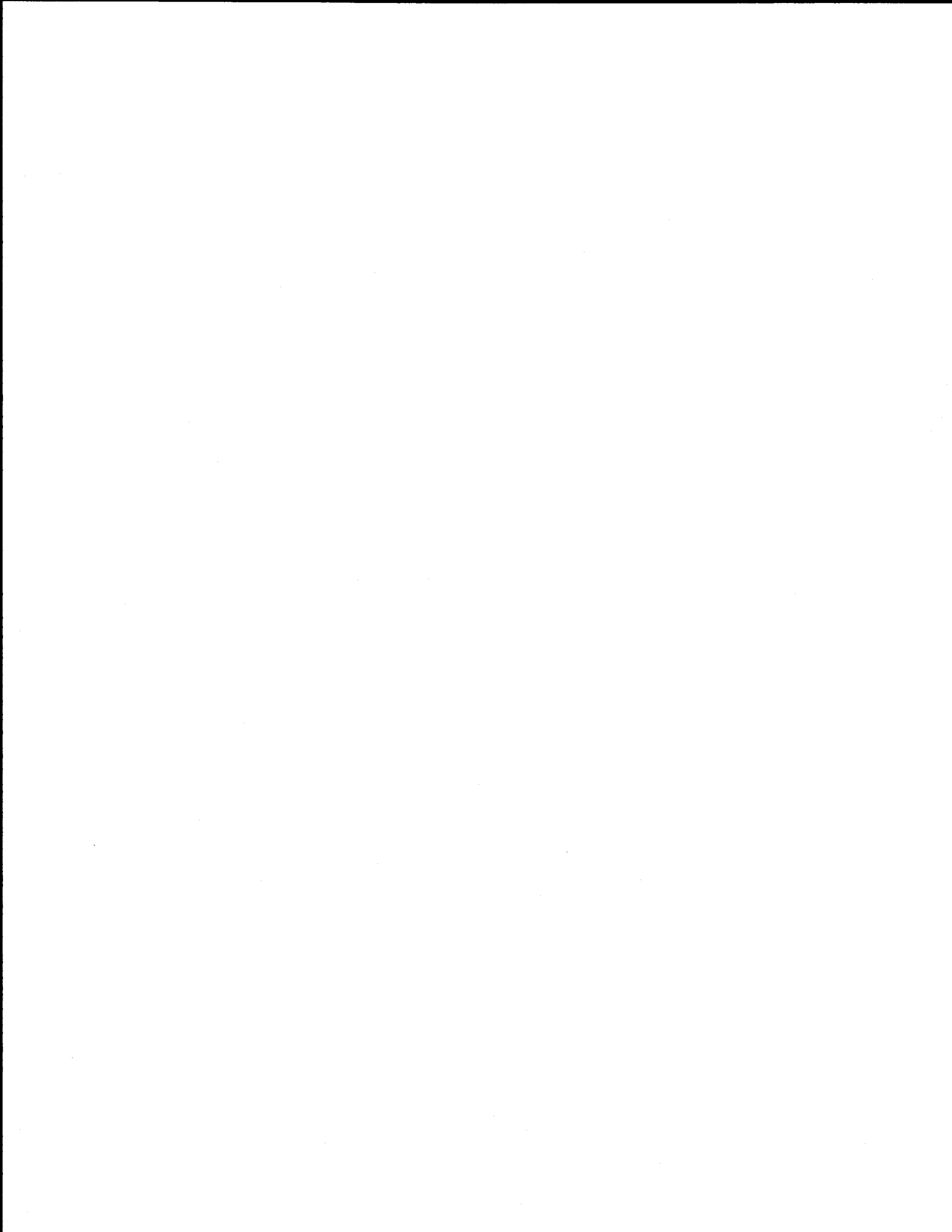
Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	COUNTY'S ESTIMATE			All American Asphalt Corona, CA 92878	
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	5.00	81,200.00	6.00	97,440.00	
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	500.00	1,000.00	1,000.00	2,000.00	
3	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	100.00	100.00	
4	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	6,000.00	6,000.00	
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	19,215.00	19,215.00	
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	3.00	11,820.00	1.75	6,895.00	
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	5,000.00	5,000.00	
8	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	500.00	500.00	
9	190185	SHOULDER BACKING	LF	23,000	3.00	69,000.00	1.25	28,750.00	
10	220101	FINISHING ROADWAY	LS	1	5,330.00	5,330.00	2,000.00	2,000.00	
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	1,000.00	3,000.00	500.00	1,500.00	
12	390130	HOT MIX ASPHALT	TON	7,950	80.00	636,000.00	63.50	504,825.00	
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	15.00	12,450.00	1.50	1,245.00	
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	20.00	62,000.00	1.50	4,650.00	
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	150.00	15,000.00	137.00	13,700.00	
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	30.00	30,000.00	31.50	31,500.00	
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	6.00	1,200.00	5.50	1,100.00	
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---	
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.50	18,000.00	0.28	10,080.00	
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	2.50	2,500.00	3.50	3,500.00	
TOTAL						993,500.00		740,000.00	
ITEMS 1 - 19									



**Riverside County Transportation Department
Summary of Bids**

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Cooley Construction, Inc. Hesperia, CA 92340		Hardy & Harper, Inc. Riverside, CA 92501	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	7.30	118,552.00	6.25	101,500.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	820.00	1,640.00	1,000.00	2,000.00
3	066102	DUST ABATEMENT	LS	1	2,900.00	2,900.00	3,000.00	3,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	3,600.00	3,600.00	9,990.00	9,990.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	28,500.00	28,500.00	30,000.00	30,000.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	1.00	3,940.00	1.00	3,940.00
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	30,000.00	30,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	1,040.00	1,040.00	3,000.00	3,000.00
9	190185	SHOULDER BACKING	LF	23,000	1.25	28,750.00	1.00	23,000.00
10	220101	FINISHING ROADWAY	LS	1	7,600.00	7,600.00	3,000.00	3,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	820.00	2,460.00	1,500.00	4,500.00
12	390130	HOT MIX ASPHALT	TON	7,950	69.50	552,525.00	66.00	524,700.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	2.27	1,884.10	3.50	2,905.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	1.90	5,890.00	5.15	15,965.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	70.00	7,000.00	155.00	15,500.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	25.00	25,000.00	33.00	33,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	4.30	860.00	6.00	1,200.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.34	12,240.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.10	3,100.00	4.00	4,000.00
		TOTAL ITEMS 1 - 19				812,481.10		822,000.00



**Riverside County Transportation Department
Summary of Bids**

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Southland Paving, Co Escondido, CA 92029		R.J. Noble Co. Orange, CA 92856	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	6.38	103,611.20	5.75	93,380.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	1,000.00	2,000.00	515.00	1,030.00
3	066102	DUST ABATEMENT	LS	1	1,080.00	1,080.00	7,500.00	7,500.00
4	074020	WATER POLLUTION CONTROL	LS	1	3,380.00	3,380.00	3,100.00	3,100.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,200.00	16,200.00	78,000.00	78,000.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	1.35	5,319.00	1.75	6,895.00
7	160101	CLEARING AND GRUBBING	LS	1	21,600.00	21,600.00	5,000.00	5,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	4,320.00	4,320.00	1,250.00	1,250.00
9	190185	SHOULDER BACKING	LF	23,000	2.16	49,680.00	3.10	71,300.00
10	220101	FINISHING ROADWAY	LS	1	7,775.00	7,775.00	2,800.00	2,800.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	540.00	1,620.00	1,500.00	4,500.00
12	390130	HOT MIX ASPHALT	TON	7,950	73.50	584,325.00	66.00	524,700.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	3.90	3,237.00	5.05	4,191.50
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	4.60	14,260.00	4.05	12,555.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	170.00	17,000.00	137.00	13,700.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	24.50	24,500.00	32.00	32,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.40	1,080.00	4.25	850.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.29	10,440.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.46	3,460.00	3.10	3,100.00
		TOTAL				874,887.20		876,651.50
		ITEMS 1 - 19						



**Riverside County Transportation Department
Summary of Bids**

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Granite Construction Co. Murrieta, CA 92563		Hazard Construction San Diego, CA 92121	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	5.00	81,200.00	6.50	105,560.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	450.00	900.00	1,200.00	2,400.00
3	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	2,000.00	2,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	2,500.00	2,500.00	5,000.00	5,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	27,000.00	27,000.00	92,900.00	92,900.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	3.00	11,820.00	1.00	3,940.00
7	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	1,500.00	1,500.00	1,000.00	1,000.00
9	190185	SHOULDER BACKING	LF	23,000	0.50	11,500.00	1.00	23,000.00
10	220101	FINISHING ROADWAY	LS	1	2,500.00	2,500.00	25,000.00	25,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	350.00	1,050.00	1,200.00	3,600.00
12	390130	HOT MIX ASPHALT	TON	7,950	85.00	675,750.00	70.00	556,500.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	1.50	1,245.00	1.50	1,245.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	1.50	4,650.00	1.75	5,425.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	80.00	8,000.00	150.00	15,000.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	30.00	30,000.00	20.00	20,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.00	1,000.00	5.50	1,100.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.25	9,000.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.00	3,000.00	3.50	3,500.00
TOTAL						882,615.00		882,970.00
ITEMS 1 - 19								



**Riverside County Transportation Department
Summary of Bids**

PROJECT:

De Luz Road - Road Rehabilitation Project
Rancho California Road to Carancho Road

Advertised: January 11, 2011 (Agenda Item: 3.76)

Addenda: 1 (01/24/11)

Bids Open: 2 pm Date: Wednesday, February 02, 2011

PROJECT No. B1-0455

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	Sean Malek Eng. and Const. Temecula, CA 92592		Minako America Corporation Gardena, CA 90248	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	9.00	146,160.00	10.00	162,400.00
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	1,000.00	2,000.00	2,500.00	5,000.00
3	066102	DUST ABATEMENT	LS	1	6,000.00	6,000.00	15,000.00	15,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	25,000.00	25,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	20,000.00	20,000.00
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	2.00	7,880.00	1.00	3,940.00
7	160101	CLEARING AND GRUBBING	LS	1	60,000.00	60,000.00	50,000.00	50,000.00
8	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	5,000.00	5,000.00
9	190185	SHOULDER BACKING	LF	23,000	1.00	23,000.00	5.00	115,000.00
10	220101	FINISHING ROADWAY	LS	1	25,000.00	25,000.00	177,000.00	177,000.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	500.00	1,500.00	1,000.00	3,000.00
12	390130	HOT MIX ASPHALT	TON	7,950	75.00	596,250.00	100.00	795,000.00
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	3.00	2,490.00	10.00	8,300.00
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	5.00	15,500.00	10.00	31,000.00
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	60.00	6,000.00	200.00	20,000.00
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	8.00	8,000.00	50.00	50,000.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	6.00	1,200.00	50.00	10,000.00
18	---	DELETED BY ADDENDUM	---	---	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	0.35	12,600.00	0.30	10,800.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	4.00	4,000.00	3.00	3,000.00
TOTAL						943,580.00		1,509,440.00
ITEMS 1 - 19								





COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1
Dated January 24, 2011

to the
Specifications and Contract Documents
for the construction of

De Luz Road
Road Rehabilitation Project
Rancho California Road to Carancho Road

Project No. B1-0455

Bids Due: Wednesday, February 02, 2011; 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 Document for the referenced project. This Addendum is issued as a supplement to the plans, specifications and special provisions for the referenced project. Any revisions to the plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum 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 additional revisions have been made to the Proposal bid schedules:

- a. The following bid item description has been revised:
 - Item 1, "GLASS GRID PAVEMENT REINFORCING MESH"



- b. The following bid item has been deleted:
- Item 18, "PAINT TRAFFIC STRIPE (2-COAT)"
- c. The following bid items have been added:
- Item 18.A, "THERMOPLASTIC TRAFFIC STRIPE"
 - Item 19, "PAVEMENT MARKER (REFLECTIVE)"

Item 2: Thermoplastic Traffic Stripe. The following Special Provisions are added hereby:

THERMOPLASTIC TRAFFIC STRIPE

Thermoplastic traffic stripes shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Newly installed thermoplastic traffic stripes shall be protected from damage by public traffic or other causes until the thermoplastic material is thoroughly dry. Any newly installed traffic striping which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be reinstalled by the Contractor and any associated removals shall be performed as called for in these Special Provisions or as directed by the Resident Engineer.

Method of Payment

The contract price paid per linear foot for Thermoplastic Traffic Stripe, shall include full compensation for furnishing all labor, including the removal of existing paint/thermoplastic traffic stripes, materials, tools, equipment, incidentals and no additional compensation will be allowed therefor.

Item 3: Pavement Marker (Reflective). The following Special Provisions are added hereby:

PAVEMENT MARKER (REFLECTIVE)

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers" of the Standard Specifications and these Special Provisions.

Pavement markers shall be placed to the line established by the Engineer. All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.



Pavement markers shall be installed where indicated on the plans in accordance with the indicated striping detail. Refer to Standard Plans A20-A through A20-D for striping and markings details.

Markers removal shall be performed by a method approved by the Engineer. Any pavement scarring resulting from the markers removal shall be repaired to the satisfaction of the Engineer.

Payment for furnishing and placing Pavement Markers will be at the unit price bid and shall include full compensation for furnishing all labor, tools, materials, equipment and no additional compensation will be allowed therefor.

Item 4: **Cooperation.** Refer to section "COOPERATION" on page 50. The second paragraph is deleted and replaced with the following:

"The Contractor shall cooperate with utility companies which have a need to adjust or relocate facilities within the project limits".

Additionally, the following Special Provisions are added hereby:

Relocation of Conflicting Utilities by Owners

The Contractor's attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications.

Working days allowed shall be in accordance with the executed agreement. The working days allowed shall include 3 working days for access to a portion of the construction site by the affected utility companies to perform utility relocation work. No on-site work by the County's Contractor will be allowed in the utility relocation areas unless specifically agreed to by both the utility company and the County's Engineer. The Utility company days are anticipated to not be sequential, and will be assigned by the Resident Engineer in coordination with the scheduling needs of the affected utility companies.

The utility relocation work that is anticipated to be performed during the course of construction is generally described as follows:

Relocation of one utility pole owned by the Southern California and installation of a conduit across De Luz Road, and associated work.

If necessary, removal and disposal of abandoned utility conduits, conductors and other facilities shall be considered as incidental excavation, and shall be included in the various items of work.

The Utility owner shall provide traffic control as required to support the



above described work. However, the contractor shall coordinate his traffic control with the utility owner's traffic control to ensure safe passage for the traveling public.

Full compensation for the provisions of this Special Provision shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

Item 5: **Glass Grid Pavement Reinforcing Mesh.** Refer to section "GLASS-GRID POLYMER GEOTEXTILE PRODUCT, 1 inch x 1 inch GRID" on pages 62 through 63. The entire provision is deleted and replaced with the following:

GLASS GRID PAVEMENT REINFORCING MESH:

The Contractor shall install a layer of glass grid at the areas shown on the plans or as directed by the Resident Engineer.

Installation of the glassgrid shall be in accordance with the manufacturer's recommendation and a glass grid system representative shall be present during installation.

Material Specification

The Material shall be constructed of fiber glass yarns with modified polymer coating and adhesive backing knitted in a stable construction that conforms to the following properties when tested by the following test method.

Tensile Strength

Component strand strengths: 560 lb/in
Test Method ASTM D 6637

Elongation at Break

Maximum: 4%
Test Method ASTM D 6637

Melting Point

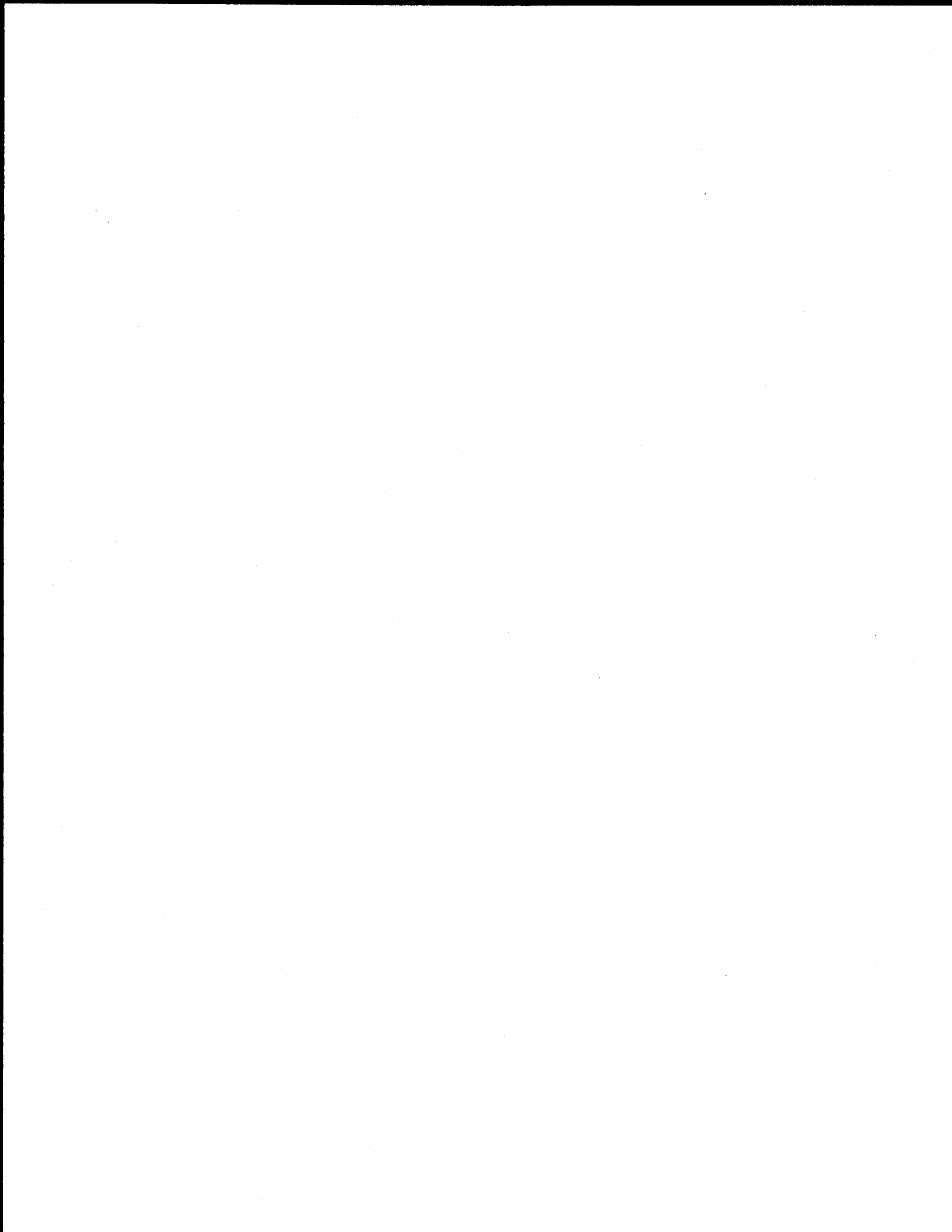
Minimum: 425 °F
Test Method ASTM D 276

Mass/Unit Area

Minimum: 11 oz/sqyd
Test Method D 5261-92

Grid Size (Center to Center of Strand)

1.0 inch x 1.0 inch



Adhesive Backing
Pressure Sensitive
(subject to field adhesion test at a minimum 20 lbs force)

All values represent certifiable average minimum roll values in the weakest principal direction of the grid. The Contractor must supply manufacturer's test data prior to the start of grid placement to the Engineer. Data must be signed by the quality assurance principal at the manufacturing facilities and be representative of all product on the project.

Pavement Preparation

The surface temperature before laying the grid shall be between 40 °F and 140 °F.

Prior to placing grid, the existing pavement shall be cleaned and provide significant adhesion to the grid to the satisfaction of the Engineer. Pavement shall be cleaned by a mechanical device by sweeping or vacuuming and be free of oil, vegetation, sand, water, gravel, and other debris.

Construction

- a. The contractor shall apply a tack coat. The the tack coat shall be a PG 64-10 type, and the spread rate shall be based on the manufacturer's recommendations.
- b. The grid shall be laid out by mechanical means or by hand under sufficient tension to eliminate ripples. Should ripples occur, these must be removed by pulling the grid tight or in extreme cases (on tight radii), by cutting and laying flat.
- c. Transverse joints must be lapped in the direction of the paver 4"- 6". Longitudinal joints must be 2" minimum overlapped.
- d. The surface of the grid shall be rolled with a pneumatic tire roller to activate the adhesive. Tires must be clean to avoid pick up of the grid. A pneumatic tired roller or tractor installer with pneumatic tired roller assembly shall be used to adhere the mesh to the surface.
- e. Construction and emergency traffic may run on grid after being rolled. However, it must be ensured that damage is not caused to the grid by vehicles turning or braking, etc., and that the mesh must be kept clean of mud, dust and other debris. Re-application of the tack coat may be required when directed by the Engineer. Damaged sections shall be removed and patched, taking care to completely cover damaged area.

The areas where glass grid is required shall be paved the same day of installation.



Tests for Proper Adhesion

The Contractor shall perform adhesion test of the glass grid prior to its installation. Placement and paving over the glass grid will not be allowed if required adhesion is not achieved and/or the grid moves or ripples during the test.

1. Cut approximately 2 square yards of grid.
2. Place on area to be paved.
3. Activate self-adhesive glue by rolling with pneumatic roller (without tack coat).
4. Insert hook of spring scale under center of grid piece. The spring scale shall be approved by the glass grid manufacturer.
5. Pull upwards until grid starts to pull from the surface.
6. Record results in pounds (lbs). Perform in two locations at 2 tests per location.
7. If the average result per location is 20 lbs or more, installation will be allowed as directed by the Engineer. If the result is less than 20 lbs, the grid will be rejected.

Payment:

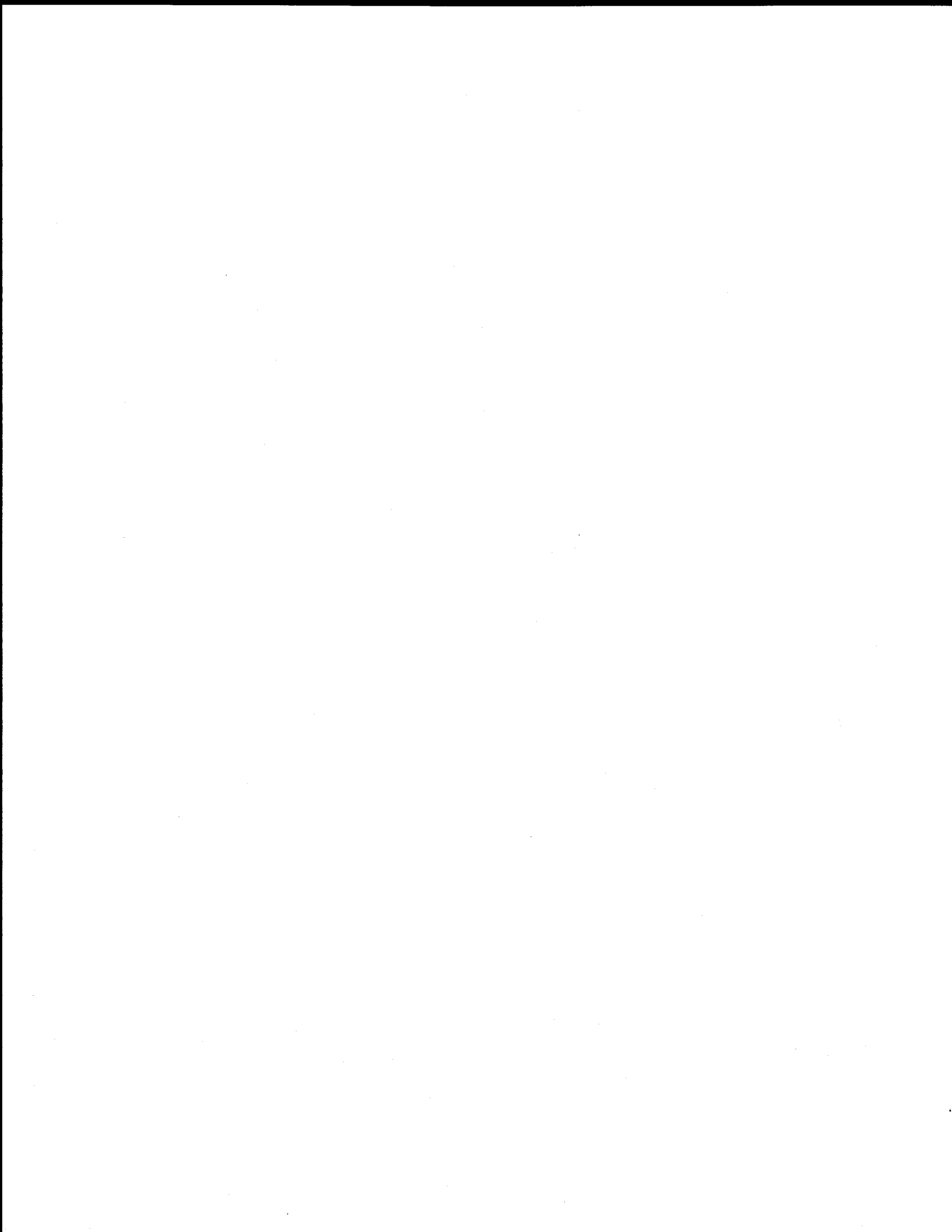
The contract bid price paid per square yard for Glass-Grid Pavement Reinforcing Mesh, shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals involved in furnishing and placing the glass-grid completely in place, as shown on the plans and as directed by the Engineer and no additional compensation will be allowed therefor. No adjustment in the bid price for overages or underages from the stated quantity for each will be allowed.

Item 6: Hot Mix Asphalt. Refer to section entitled "HOT MIX ASPHALT" pages 65 through 73. The following is added after the second paragraph and made a part hereof:

"Aggregate grading shall be three-quarter inch (3/4") maximum, medium for base course and three-quarter inch (3/4") maximum, medium for the final course. One half inch (1/2") maximum, medium for the final course shall be used if shown on the plans or as directed by the Engineer.

The leveling course as shown on the plans shall conform to the grading requirements below:"

Sieve Size	Target Value Limits
3/4"	100
1/2"	90-100
3/8"	83-87
No.4	28-42
No.8	14-22
No.200	0-6



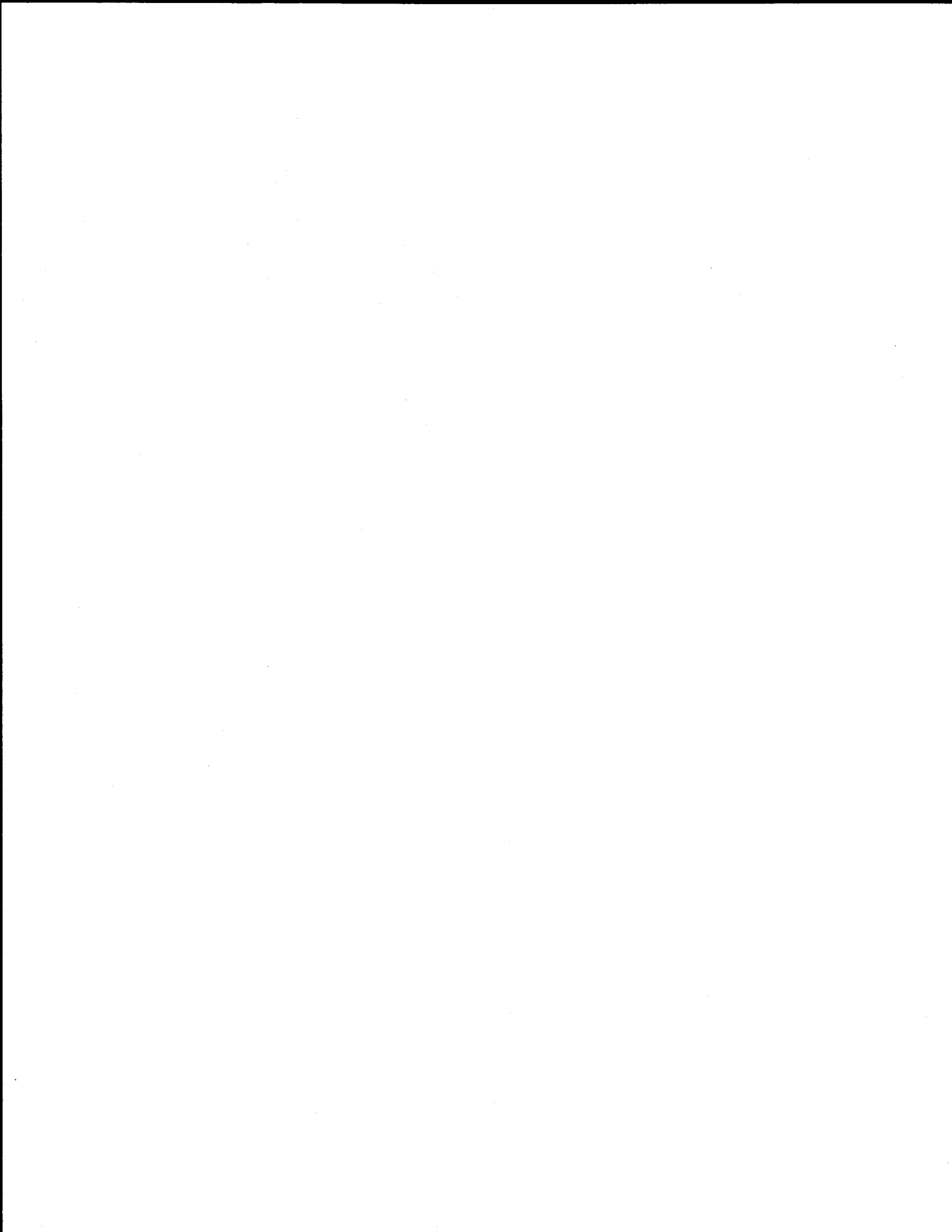
MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 7: **Striping Note 2.** Refer to plans sheet 2 of 7, Striping Notes, the following striping note is hereby added to the plans:

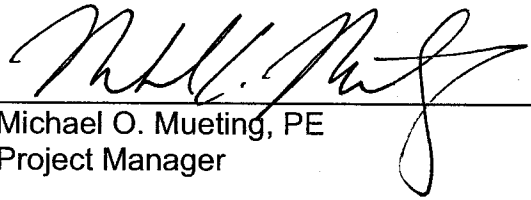
2 – INSTALL THERMOPLASTIC WHITE EDGE LINE PER CALTRANS DETAIL 27B

Callout of 'Striping Note 2 is hereby added to the plans at the following locations:

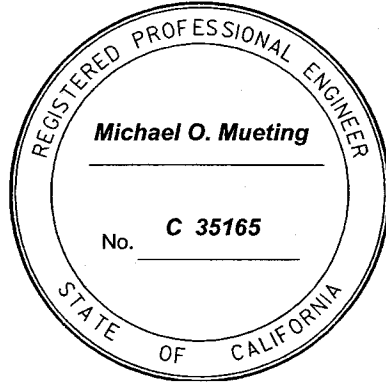
1. Typical Striping Detail, 12-feet to the left and right of center line.




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

 1-24-11

Michael O. Mueting, PE
Project Manager



Concurrence:

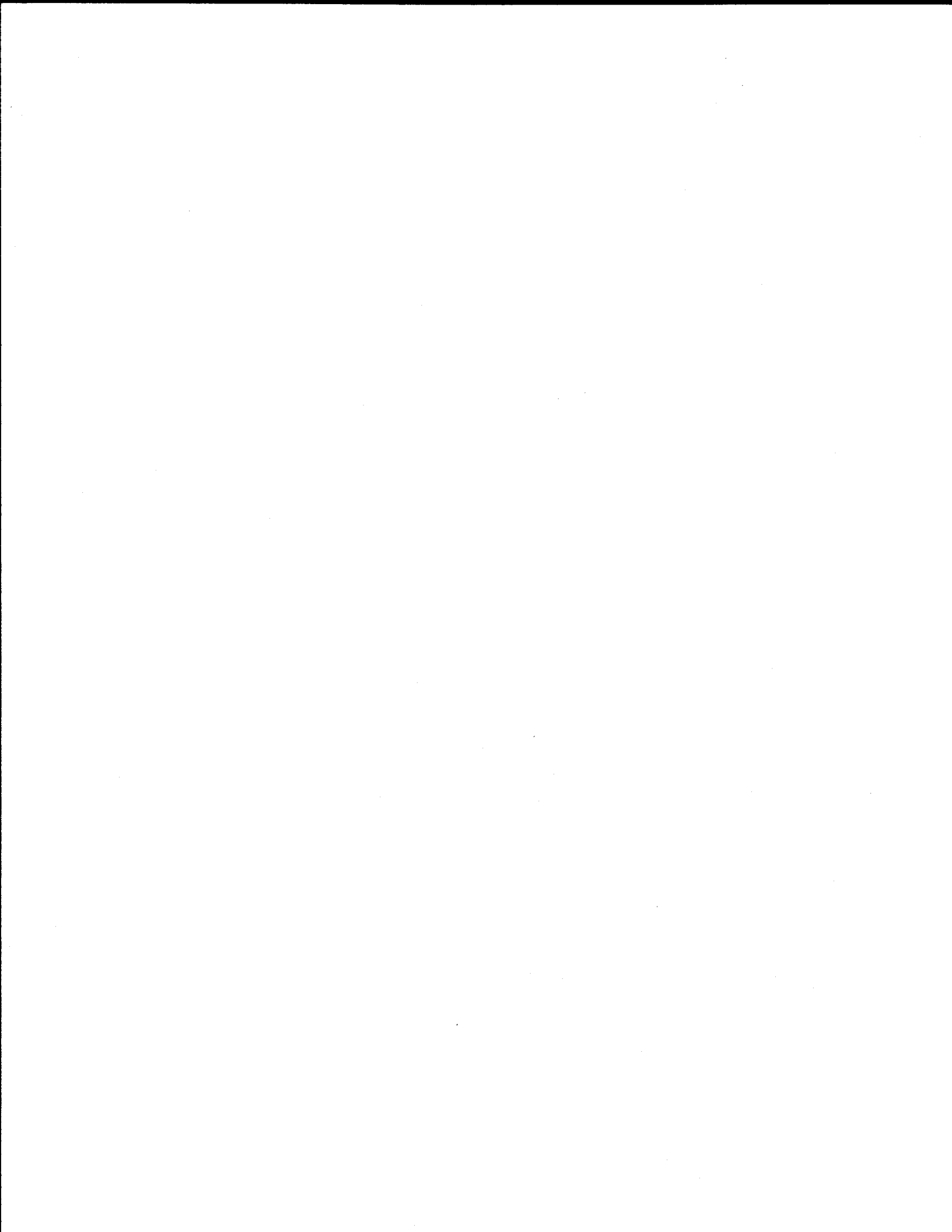
 1/25/11

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____

(Contractor)

MM:JRJ;jrj:rr



Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 9 of 9

ATTACHMENTS

A – REVISED PROPOSAL



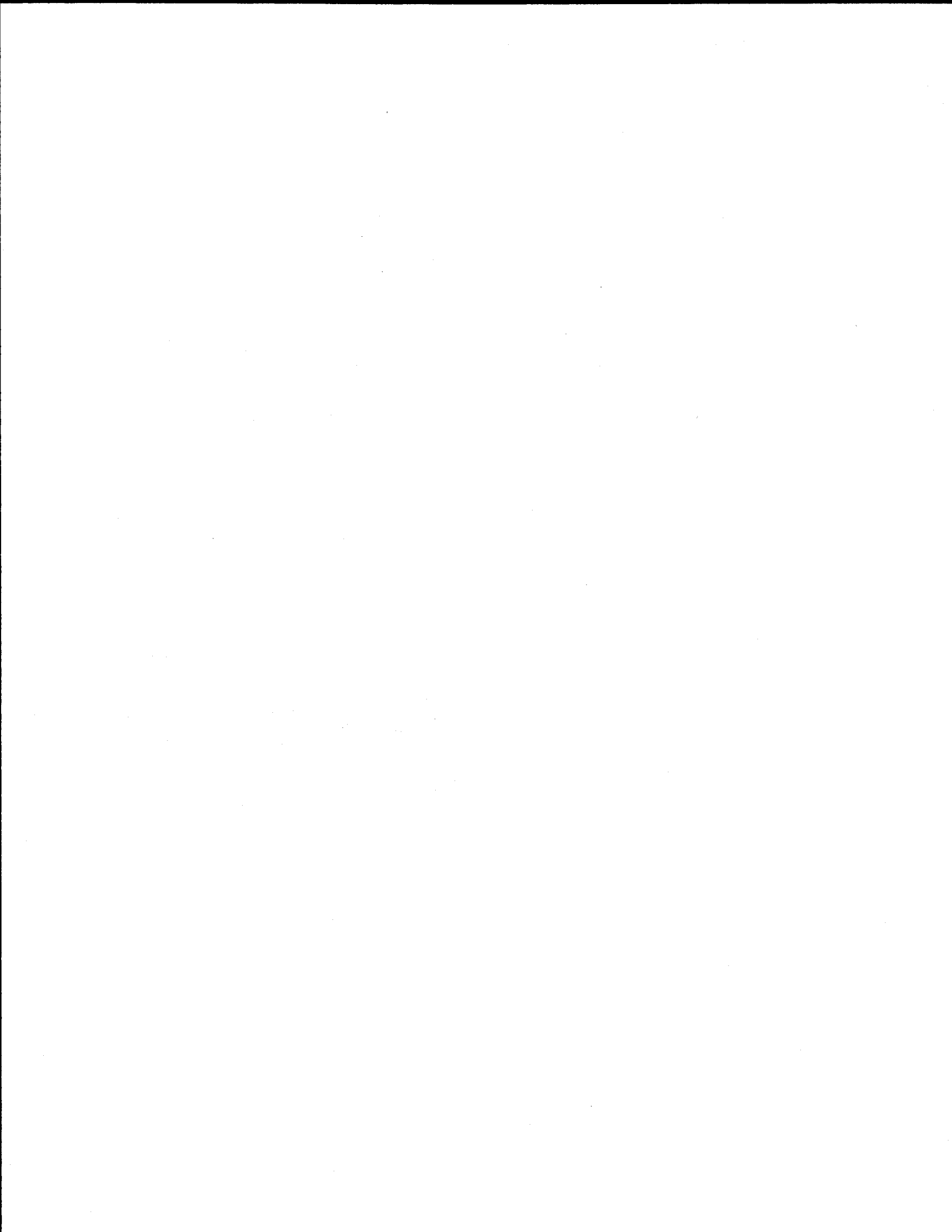
**DE LUZ ROAD
REHABILITATION PROJECT
RANCHO CALIFORNIA ROAD TO CARANCHO ROAD**

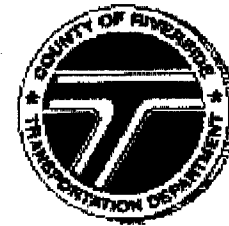
PROJECT No. B1-0455

PROPOSAL (Revised)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240		
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2		
3	066102	DUST ABATEMENT	LS	1		
4	074020	WATER POLLUTION CONTROL	LS	1		
5	120100	TRAFFIC CONTROL SYSTEM	LS	1		
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940		
7	160101	CLEARING AND GRUBBING	LS	1		
8	170101	DEVELOP WATER SUPPLY	LS	1		
9	190185	SHOULDER BACKING	LF	23,000		
10	220101	FINISHING ROADWAY	LS	1		
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3		
12	390130	HOT MIX ASPHALT	TON	7,950		
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830		
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100		
15	665010	12" REINFORCED CONCRETE PIPE	LF	100		
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000		
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200		
18	---	DELETED BY ADDENDUM	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000		
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000		

PROJECT TOTAL: _____ \$ _____
ITEMS 1-19 "WORDS"





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

Facsimile Transmittal

January 25, 2011

TO: Plan Holders and Plan Rooms

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

**RE: Transmittal Notice of Addendum No. 1
De Luz Road
Road Rehabilitation Project
Rancho California Road to Carancho Road
Project No. B1-0455**

Bidders are reminded that acknowledgment of Addenda on the Contractor's Proposal is a bid requirement.

This Addendum will be distributed today 1/25, to registered plan holders.

Also, this addendum is downloadable, free of charge, at our Web link below.

Web link: http://www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

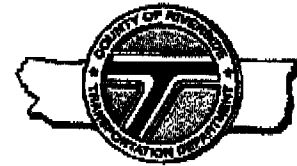
Number of Pages transmitted: 11

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





COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1
Dated January 24, 2011

to the
Specifications and Contract Documents
for the construction of

De Luz Road
Road Rehabilitation Project
Rancho California Road to Carancho Road

Project No. B1-0455

Bids Due: Wednesday, February 02, 2011; 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 Document for the referenced project. This Addendum is issued as a supplement to the plans, specifications and special provisions for the referenced project. Any revisions to the plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum 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 additional revisions have been made to the Proposal bid schedules:

- a. The following bid item description has been revised:
 - Item 1, "GLASS GRID PAVEMENT REINFORCING MESH"



Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 2 of 9

- b. The following bid item has been deleted:
- Item 18, "PAINT TRAFFIC STRIPE (2-COAT)"
- c. The following bid items have been added:
- Item 18.A, "THERMOPLASTIC TRAFFIC STRIPE"
 - Item 19, "PAVEMENT MARKER (REFLECTIVE)"

Item 2: Thermoplastic Traffic Stripe. The following Special Provisions are added hereby:

THERMOPLASTIC TRAFFIC STRIPE

Thermoplastic traffic stripes shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Newly installed thermoplastic traffic stripes shall be protected from damage by public traffic or other causes until the thermoplastic material is thoroughly dry. Any newly installed traffic striping which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be reinstalled by the Contractor and any associated removals shall be performed as called for in these Special Provisions or as directed by the Resident Engineer.

Method of Payment

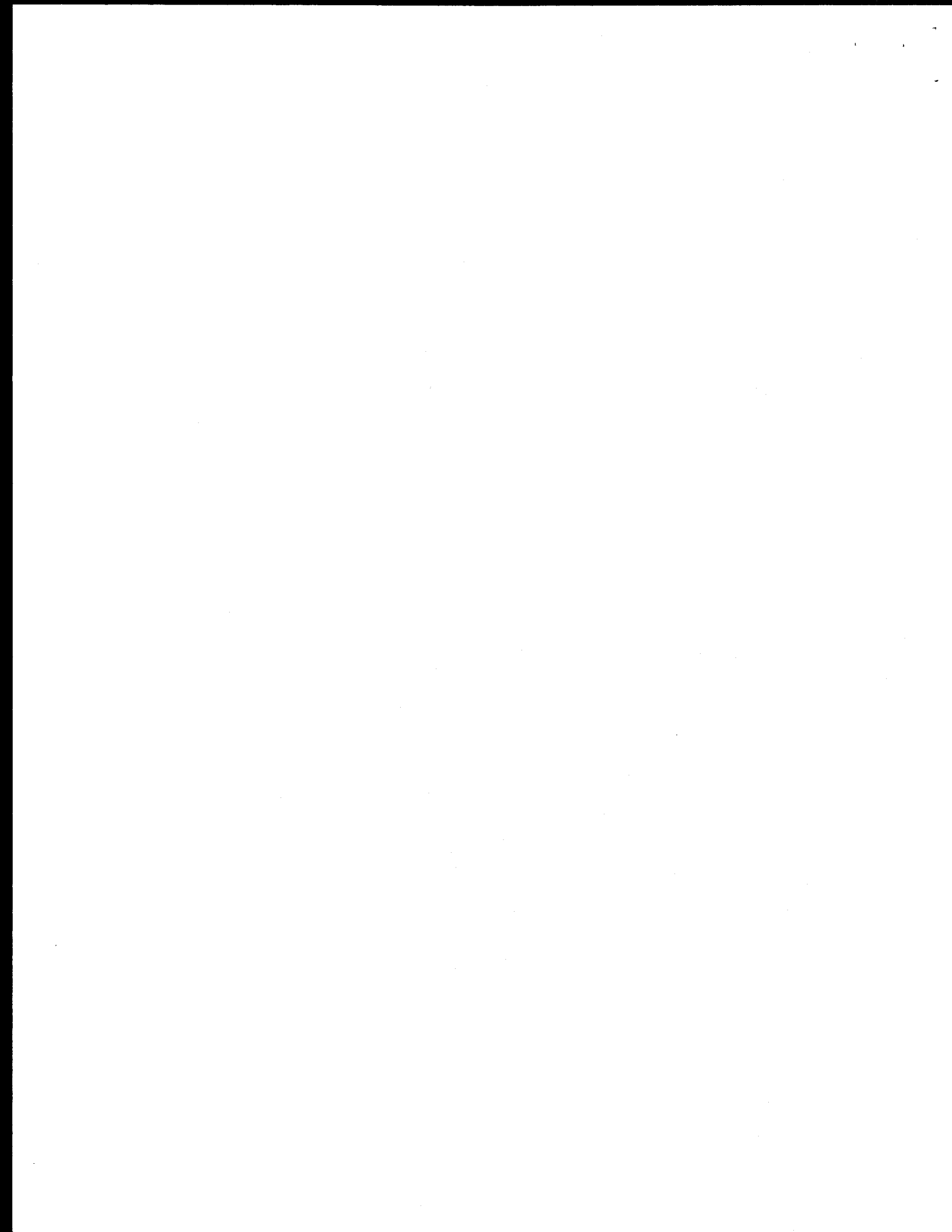
The contract price paid per linear foot for Thermoplastic Traffic Stripe, shall include full compensation for furnishing all labor, including the removal of existing paint/thermoplastic traffic stripes, materials, tools, equipment, incidentals and no additional compensation will be allowed therefor.

Item 3: Pavement Marker (Reflective). The following Special Provisions are added hereby:

PAVEMENT MARKER (REFLECTIVE)

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers" of the Standard Specifications and these Special Provisions.

Pavement markers shall be placed to the line established by the Engineer. All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.



Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 3 of 9

Pavement markers shall be installed where indicated on the plans in accordance with the indicated striping detail. Refer to Standard Plans A20-A through A20-D for striping and markings details.

Markers removal shall be performed by a method approved by the Engineer. Any pavement scarring resulting from the markers removal shall be repaired to the satisfaction of the Engineer.

Payment for furnishing and placing Pavement Markers will be at the unit price bid and shall include full compensation for furnishing all labor, tools, materials, equipment and no additional compensation will be allowed therefor.

Item 4: **Cooperation.** Refer to section "COOPERATION" on page 50. The second paragraph is deleted and replaced with the following:

"The Contractor shall cooperate with utility companies which have a need to adjust or relocate facilities within the project limits".

Additionally, the following Special Provisions are added hereby:

Relocation of Conflicting Utilities by Owners

The Contractor's attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications.

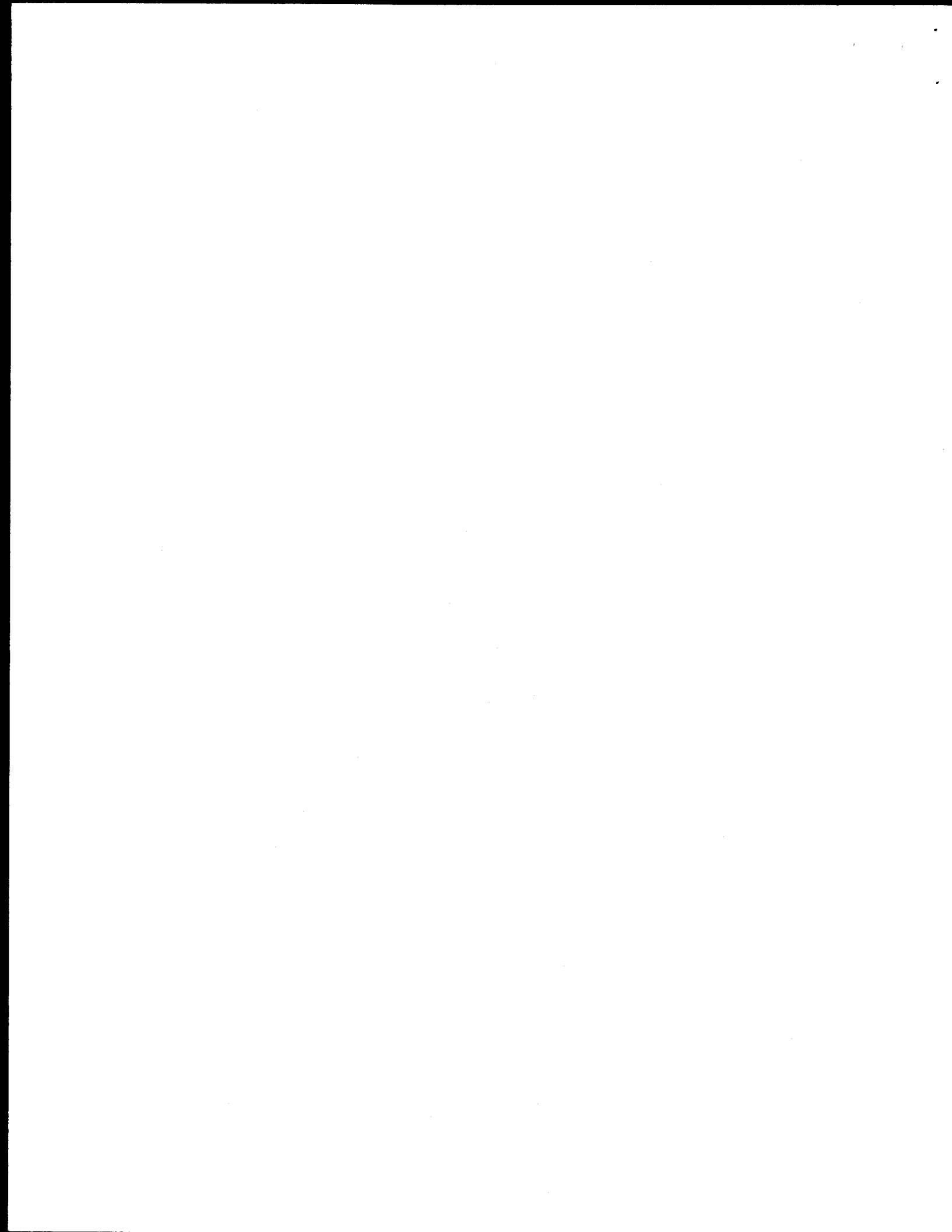
Working days allowed shall be in accordance with the executed agreement. The working days allowed shall include 3 working days for access to a portion of the construction site by the affected utility companies to perform utility relocation work. No on-site work by the County's Contractor will be allowed in the utility relocation areas unless specifically agreed to by both the utility company and the County's Engineer. The Utility company days are anticipated to not be sequential, and will be assigned by the Resident Engineer in coordination with the scheduling needs of the affected utility companies.

The utility relocation work that is anticipated to be performed during the course of construction is generally described as follows:

Relocation of one utility pole owned by the Southern California and installation of a conduit across De Luz Road, and associated work.

If necessary, removal and disposal of abandoned utility conduits, conductors and other facilities shall be considered as incidental excavation, and shall be included in the various items of work.

The Utility owner shall provide traffic control as required to support the



Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 4 of 9

above described work. However, the contractor shall coordinate his traffic control with the utility owner's traffic control to ensure safe passage for the traveling public.

Full compensation for the provisions of this Special Provision shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

Item 5: **Glass Grid Pavement Reinforcing Mesh.** Refer to section "GLASS-GRID POLYMER GEOTEXTILE PRODUCT, 1 inch x 1 inch GRID" on pages 62 through 63. The entire provision is deleted and replaced with the following:

GLASS GRID PAVEMENT REINFORCING MESH:

The Contractor shall install a layer of glass grid at the areas shown on the plans or as directed by the Resident Engineer.

Installation of the glassgrid shall be in accordance with the manufacturer's recommendation and a glass grid system representative shall be present during installation.

Material Specification

The Material shall be constructed of fiber glass yarns with modified polymer coating and adhesive backing knitted in a stable construction that conforms to the following properties when tested by the following test method.

Tensile Strength

Component strand strengths: 560 lb/in
Test Method ASTM D 6637

Elongation at Break

Maximum: 4%
Test Method ASTM D 6637

Melting Point

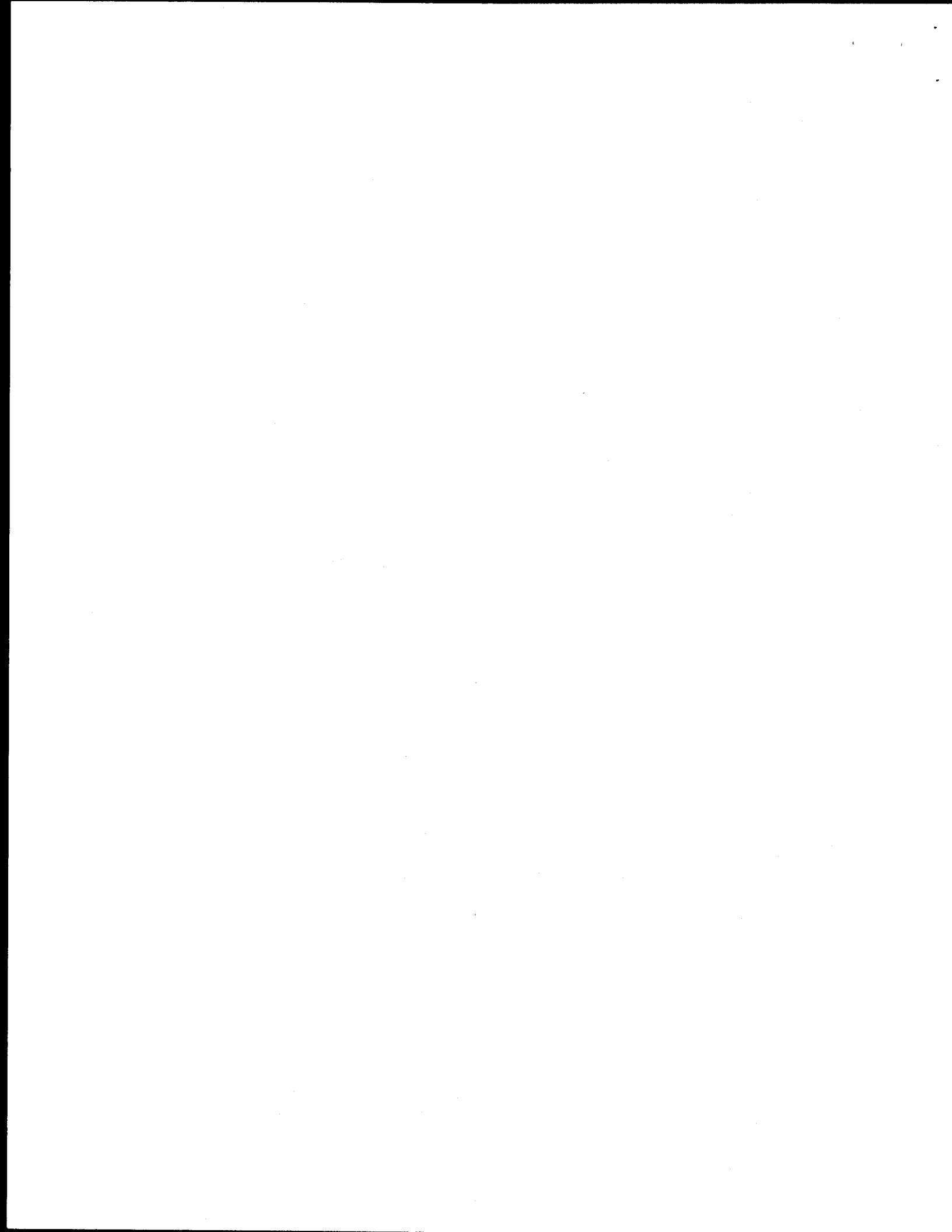
Minimum: 425 °F
Test Method ASTM D 276

Mass/Unit Area

Minimum: 11 oz/sqyd
Test Method D 5261-92

Grid Size (Center to Center of Strand)

1.0 inch x 1.0 inch



Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 5 of 9

Adhesive Backing
Pressure Sensitive
(subject to field adhesion test at a minimum 20 lbs force)

All values represent certifiable average minimum roll values in the weakest principal direction of the grid. The Contractor must supply manufacturer's test data prior to the start of grid placement to the Engineer. Data must be signed by the quality assurance principal at the manufacturing facilities and be representative of all product on the project.

Pavement Preparation

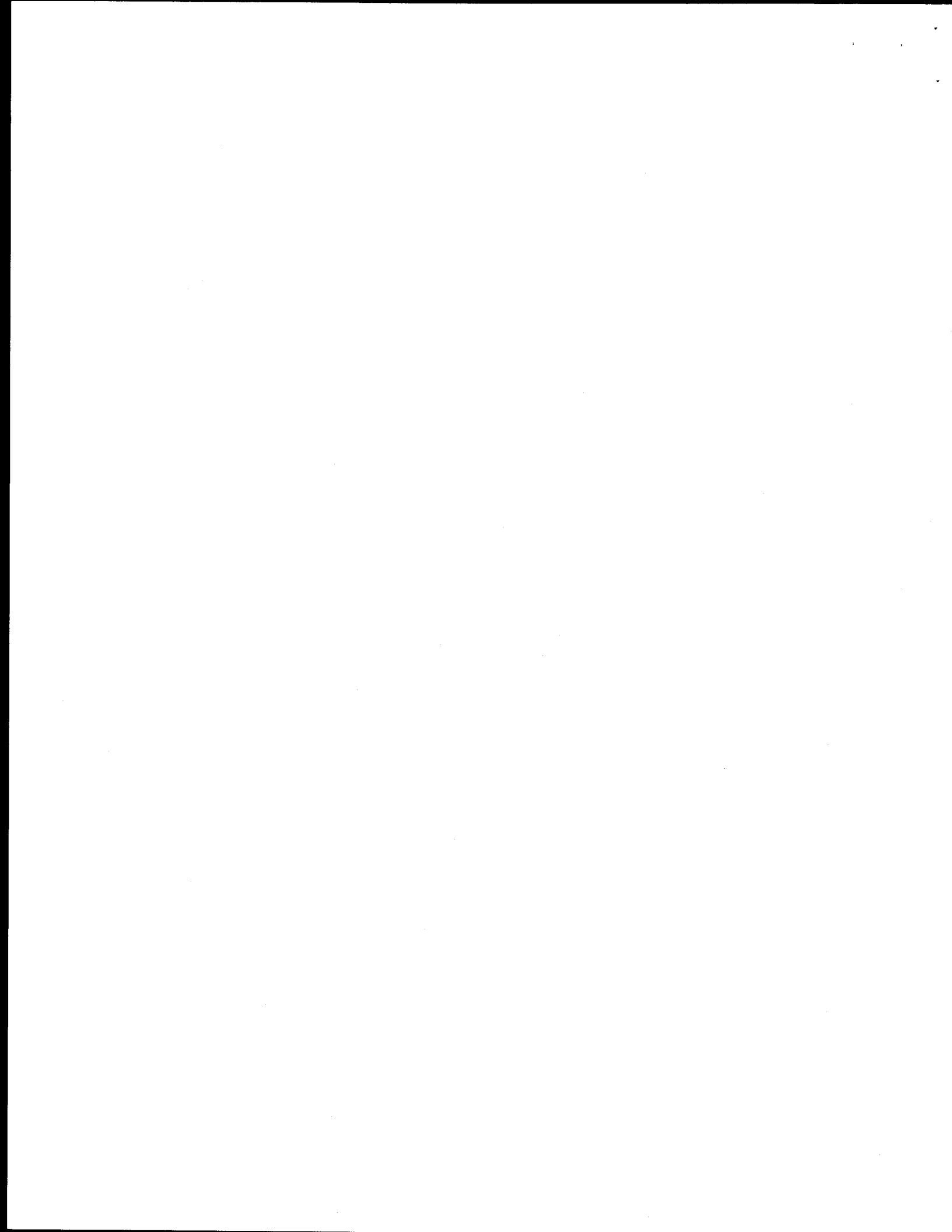
The surface temperature before laying the grid shall be between 40 °F and 140 °F.

Prior to placing grid, the existing pavement shall be cleaned and provide significant adhesion to the grid to the satisfaction of the Engineer. Pavement shall be cleaned by a mechanical device by sweeping or vacuuming and be free of oil, vegetation, sand, water, gravel, and other debris.

Construction

- a. The contractor shall apply a tack coat. The the tack coat shall be a PG 64-10 type, and the spread rate shall be based on the manufacturer's recommendations.
- b. The grid shall be laid out by mechanical means or by hand under sufficient tension to eliminate ripples. Should ripples occur, these must be removed by pulling the grid tight or in extreme cases (on tight radii), by cutting and laying flat.
- c. Transverse joints must be lapped in the direction of the paver 4"- 6". Longitudinal joints must be 2" minimum overlapped.
- d. The surface of the grid shall be rolled with a pneumatic tire roller to activate the adhesive. Tires must be clean to avoid pick up of the grid. A pneumatic tired roller or tractor installer with pneumatic tired roller assembly shall be used to adhere the mesh to the surface.
- e. Construction and emergency traffic may run on grid after being rolled. However, it must be ensured that damage is not caused to the grid by vehicles turning or braking, etc., and that the mesh must be kept clean of mud, dust and other debris. Re-application of the tack coat may be required when directed by the Engineer. Damaged sections shall be removed and patched, taking care to completely cover damaged area.

The areas where glass grid is required shall be paved the same day of installation.



Addendum No. 1
 De Luz Road Road Rehabilitation Project
 Rancho California To Carancho Road
 Project No. B1-0455
 January 24, 2011
 Page 6 of 9

Tests for Proper Adhesion

The Contractor shall perform adhesion test of the glass grid prior to its installation. Placement and paving over the glass grid will not be allowed if required adhesion is not achieved and/or the grid moves or ripples during the test.

1. Cut approximately 2 square yards of grid.
2. Place on area to be paved.
3. Activate self-adhesive glue by rolling with pneumatic roller (without tack coat).
4. Insert hook of spring scale under center of grid piece. The spring scale shall be approved by the glass grid manufacturer.
5. Pull upwards until grid starts to pull from the surface.
6. Record results in pounds (lbs). Perform in two locations at 2 tests per location.
7. If the average result per location is 20 lbs or more, installation will be allowed as directed by the Engineer. If the result is less than 20 lbs, the grid will be rejected.

Payment:

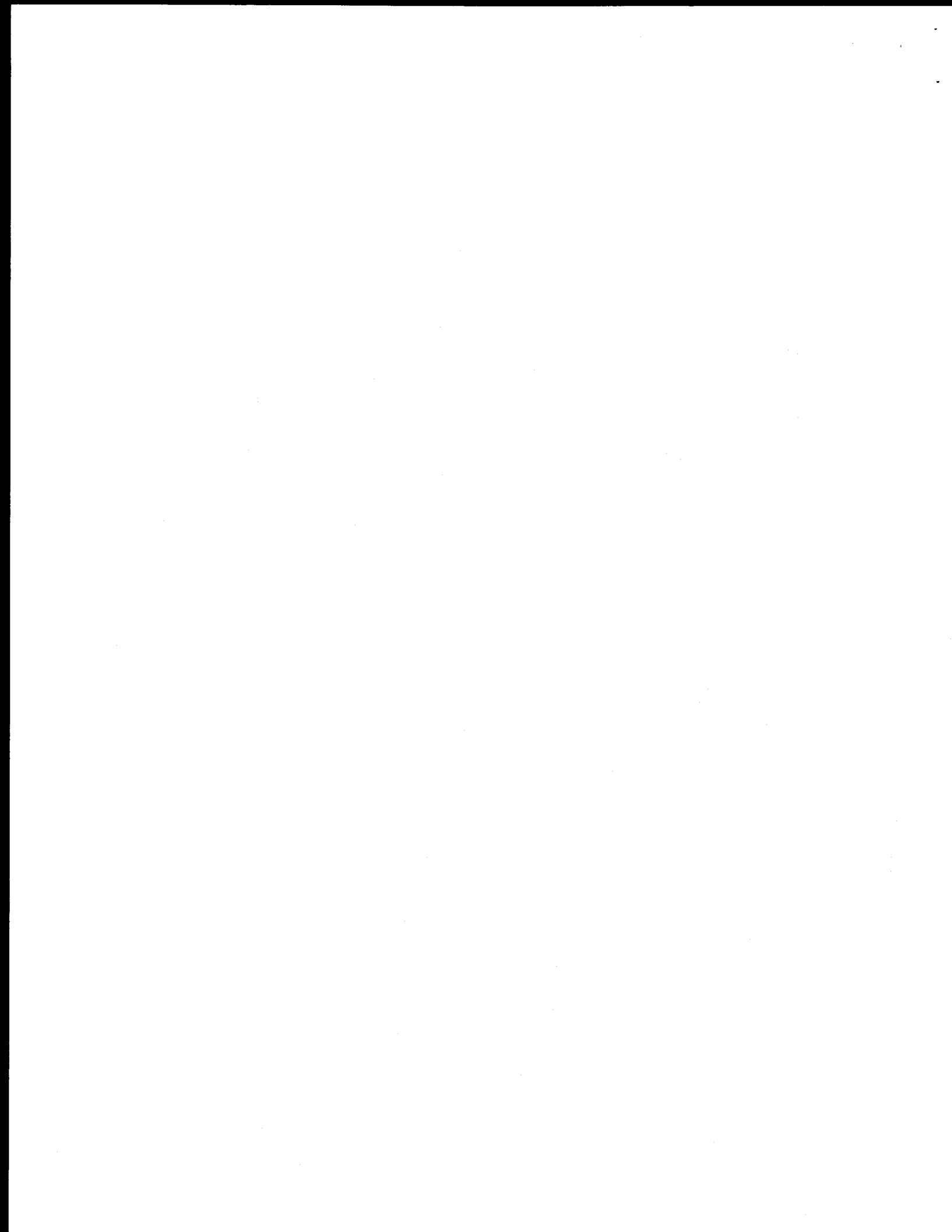
The contract bid price paid per square yard for Glass-Grid Pavement Reinforcing Mesh, shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals involved in furnishing and placing the glass-grid completely in place, as shown on the plans and as directed by the Engineer and no additional compensation will be allowed therefor. No adjustment in the bid price for overages or underages from the stated quantity for each will be allowed.

Item 6: Hot Mix Asphalt. Refer to section entitled "HOT MIX ASPHALT" pages 65 through 73. The following is added after the second paragraph and made a part hereof:

"Aggregate grading shall be three-quarter inch (3/4") maximum, medium for base course and three-quarter inch (3/4") maximum, medium for the final course. One half inch (1/2") maximum, medium for the final course shall be used if shown on the plans or as directed by the Engineer.

The leveling course as shown on the plans shall conform to the grading requirements below:"

Sieve Size	Target Value Limits
¾"	100
½"	90-100
3/8"	83-87
No.4	28-42
No.8	14-22
No.200	0-6



Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 7 of 9

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 7: **Striping Note 2.** Refer to plans sheet 2 of 7, Striping Notes, the following striping note is hereby added to the plans:

2 – INSTALL THERMOPLASTIC WHITE EDGE LINE PER CALTRANS DETAIL 27B

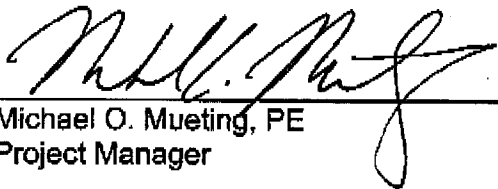
Callout of 'Striping Note 2 is hereby added to the plans at the following locations:

1. Typical Striping Detail, 12-feet to the left and right of center line.




Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 8 of 9

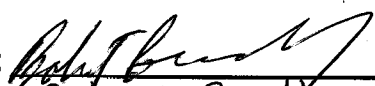
This addendum has been prepared under the direction of the following registered Civil Engineer:

 1-24-11
Michael O. Mueeting, PE
Project Manager



Concurrence:

 1/25/11
Khalid Nasim, PE
Engineering Division Manager

Acknowledged:  Date: 2/2/11
Robert Bradley, Vice President
(Contractor)

MM:JRJ:jrj:rr



Addendum No. 1
De Luz Road Road Rehabilitation Project
Rancho California To Carancho Road
Project No. B1-0455
January 24, 2011
Page 9 of 9

ATTACHMENTS

A – REVISED PROPOSAL



CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 2/2/11

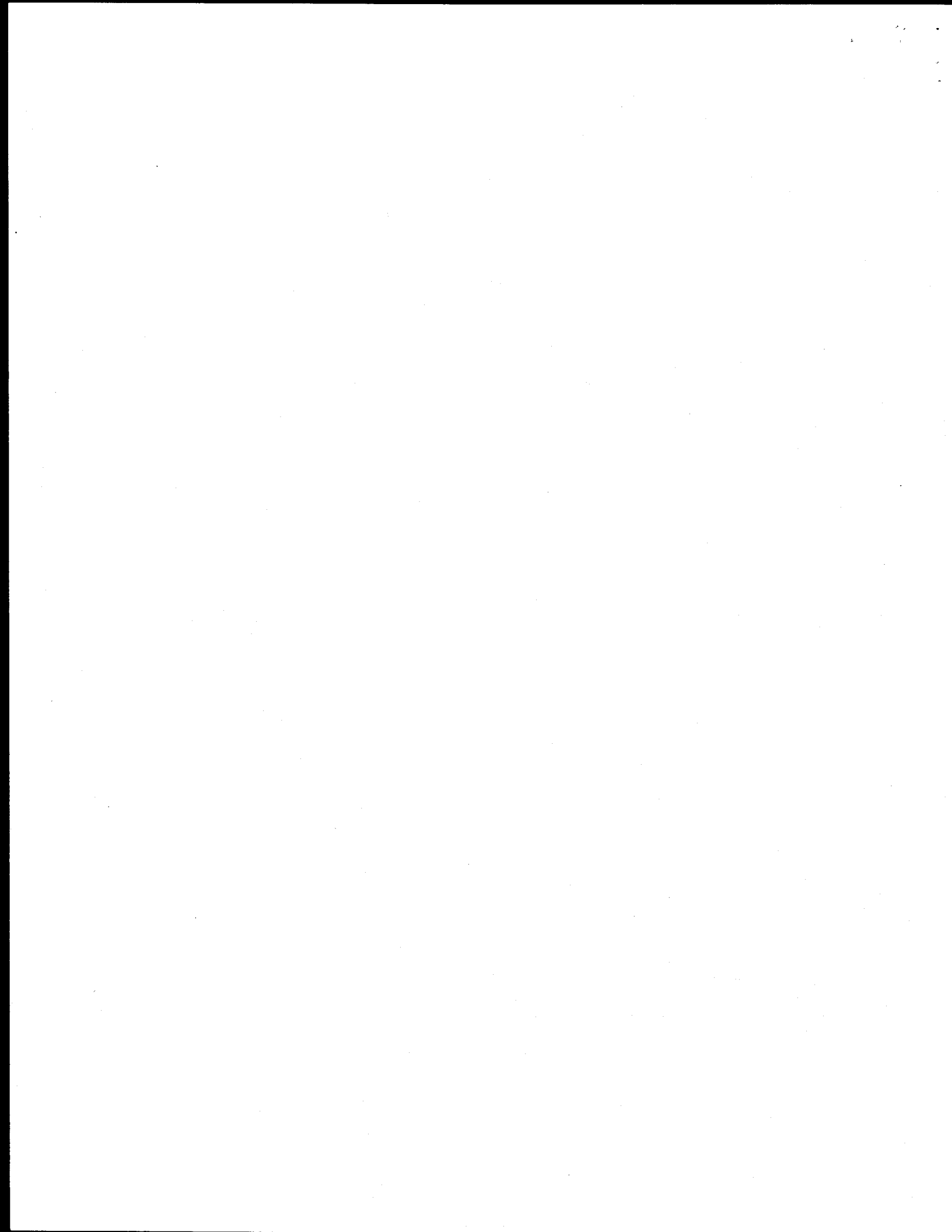
hereafter called "County":

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

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of DE LUZ ROAD REHABILITATION PROJECT, RANCHO CALIFORNIA ROAD TO CARANCHO ROAD, PROJECT No. B1-0455 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1 for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

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



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



Issued by Addendum No. 1
Attachment "A"
Page 1 of 1

**DE LUZ ROAD
REHABILITATION PROJECT
RANCHO CALIFORNIA ROAD TO CARANCHO ROAD**

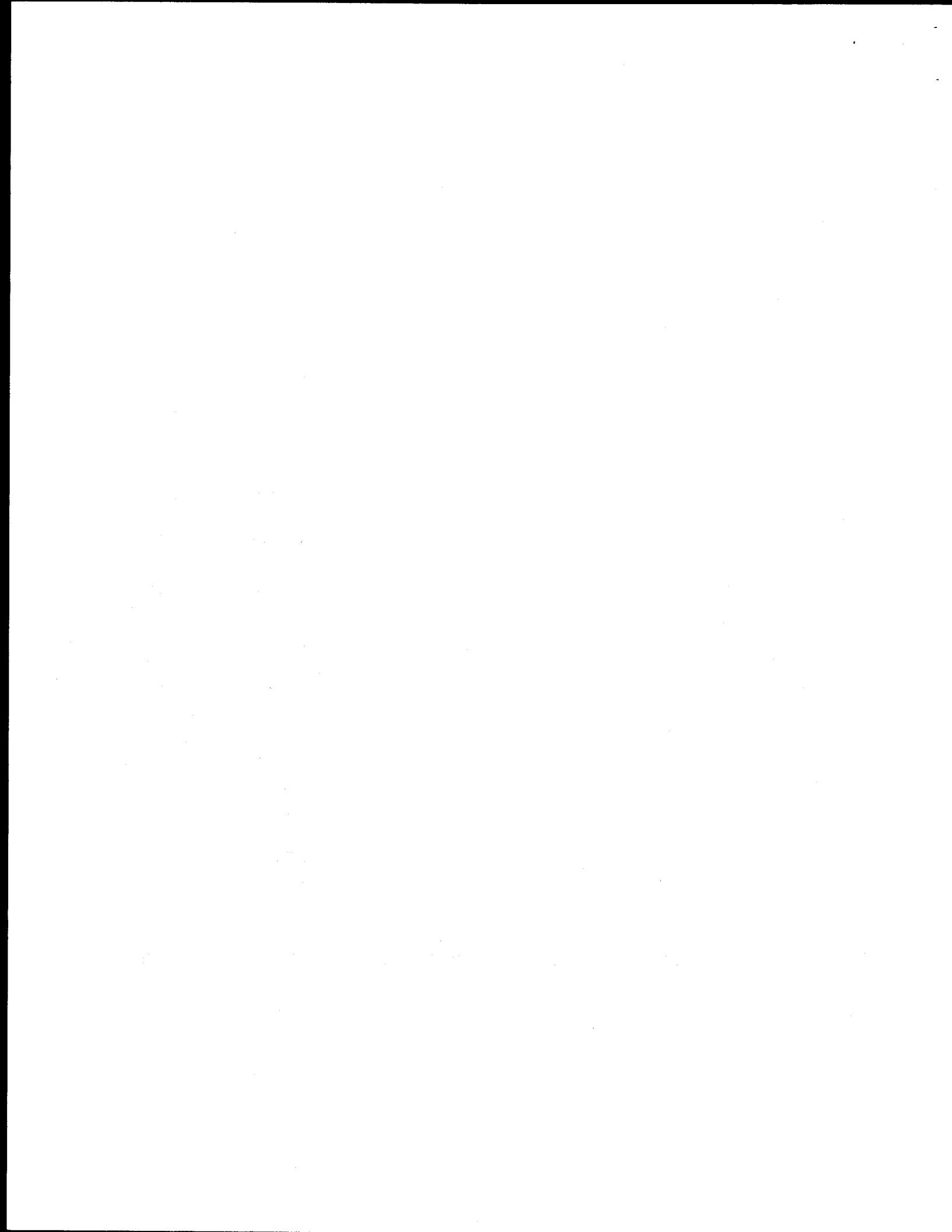
PROJECT No. B1-0455

PROPOSAL (Revised)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	GLASS GRID PAVEMENT REINFORCING MESH	SQYD	16,240	6.-	97440.-
2	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS	EA	2	1000.-	2000.-
3	066102	DUST ABATEMENT	LS	1	100.-	100.-
4	074020	WATER POLLUTION CONTROL	LS	1	6000.-	6000.-
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	19215.-	19215.-
6	150771	REMOVE ASPHALT CONCRETE DIKE	LF	3,940	1.75	6895.-
7	160101	CLEARING AND GRUBBING	LS	1	5000.-	5000.-
8	170101	DEVELOP WATER SUPPLY	LS	1	500.-	500.-
9	190185	SHOULDER BACKING	LF	23,000	1.25	28750.-
10	220101	FINISHING ROADWAY	LS	1	2000.-	2000.-
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	3	500.-	1500.-
12	390130	HOT MIX ASPHALT	TON	7,950	63.50	504825.-
13	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	LF	830	1.50	1245.-
14	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	3,100	1.50	4650.-
15	665010	12" REINFORCED CONCRETE PIPE	LF	100	137.-	13700.-
16	681104	4" PLASTIC PIPE (EDGE DRAIN)	LF	1,000	31.50	31500.-
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.50	1100.-
18	---	DELETED BY ADDENDUM	---	---	---	---
18.A	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	36,000	.28	10080.-
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,000	3.50	3500.-

PROJECT TOTAL:
ITEMS 1-19

Seven hundred forty thousand dollars. ————— \$ 740,000.-
"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 267073 A, C-12
Type & Number

Expiration Date 11/31/12

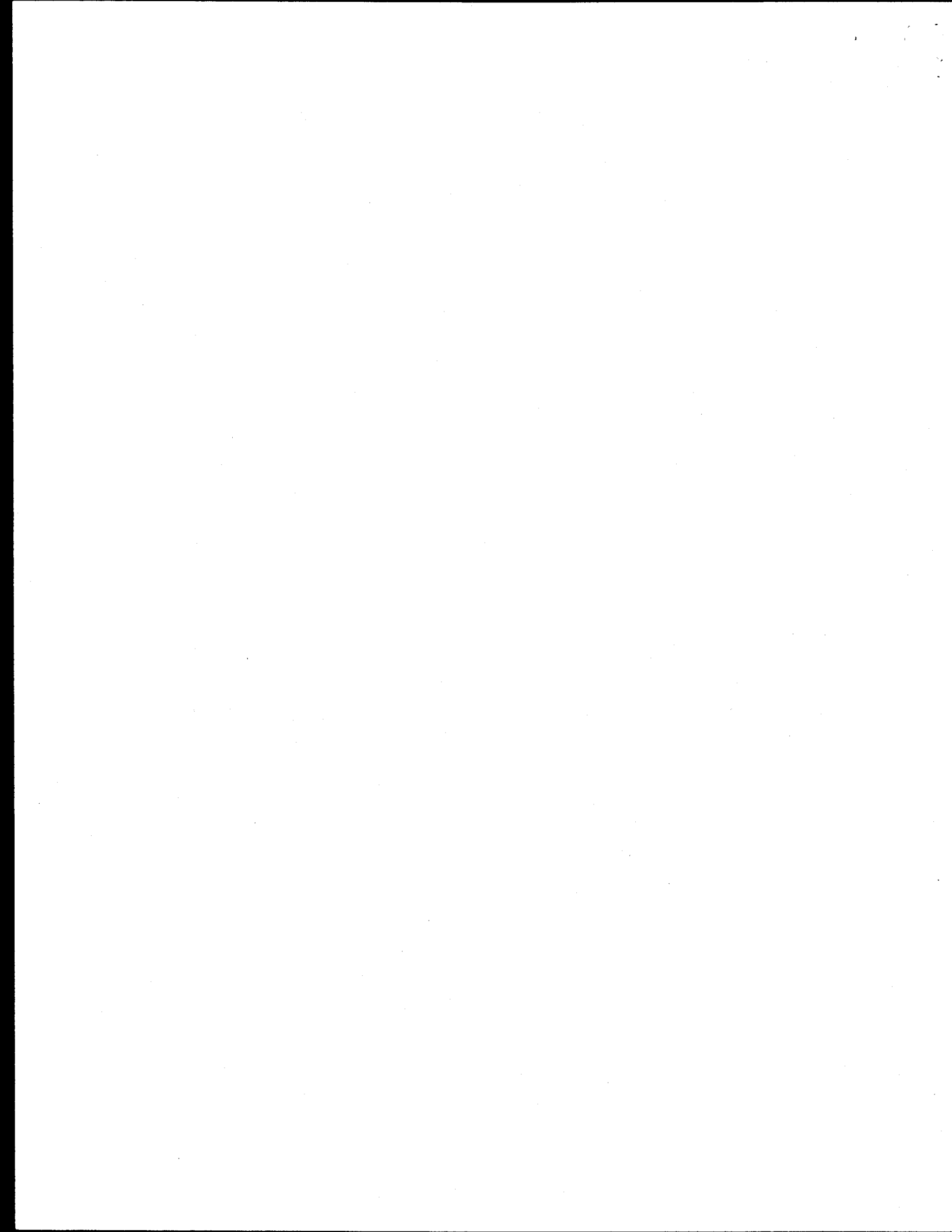
8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
11,13,14	Apco.	P.O. 790 Goshen, CA 93227	2043227 283095
17,18a,19	SCI	1450 N. Fitzgerald Palo Alto, 92576	950531
15,16	Wetzel Concrete	1419 E Kregan Way Santa Ana 92705	393934

Percent of work to be performed by sub-contractors: 8.62%
(Note: 50% of the work required to be performed by general contractor)

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

Robert Bradley
Robert Bradley
TITLE Vice President
"Contractor"



AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

N/A

_____ declares as follows:

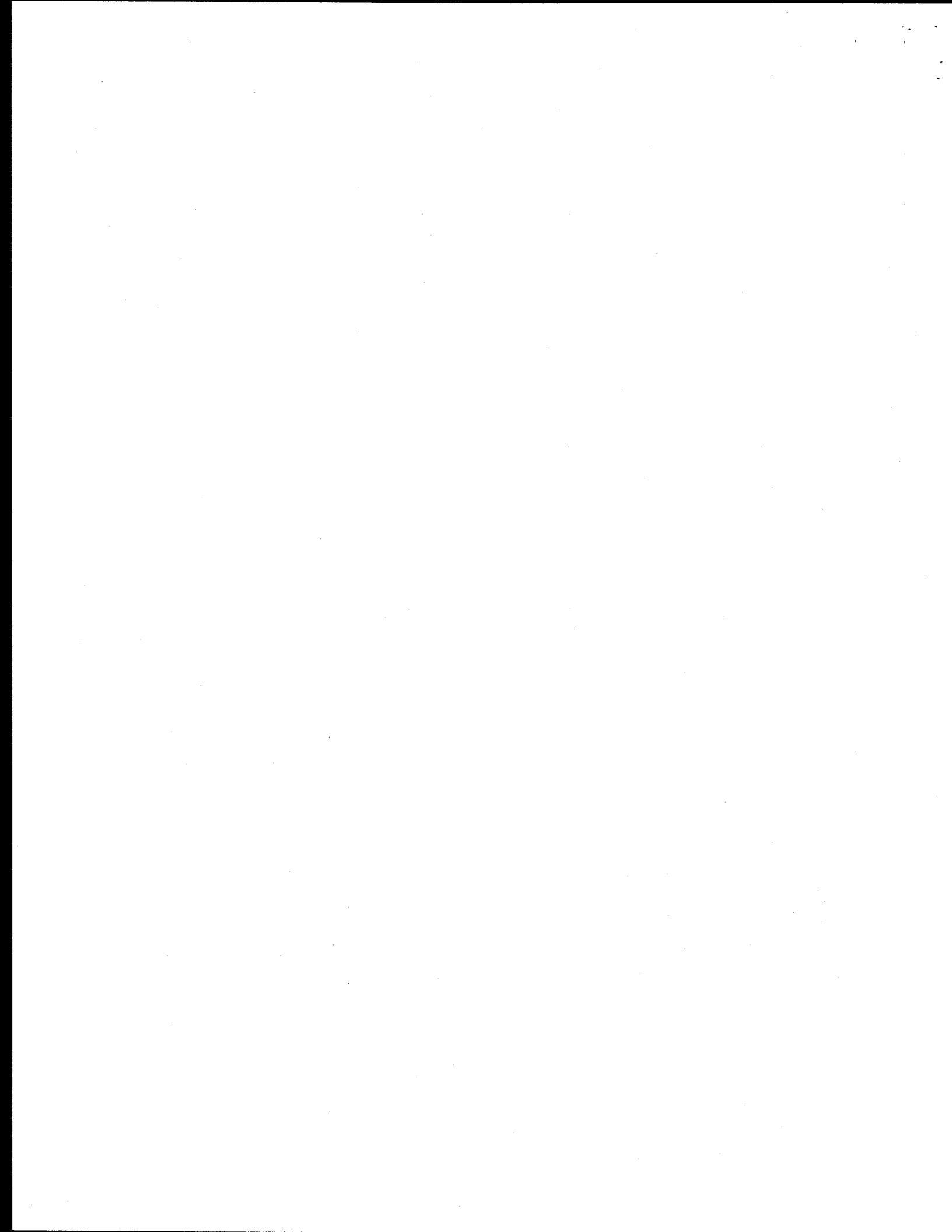
That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly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

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

Dated this _____ (day) of _____ (month),
_____ (year) at _____, California

Signature of affiant: _____

Note: Notarization of signature required



AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

N/A

Declares as follows:

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

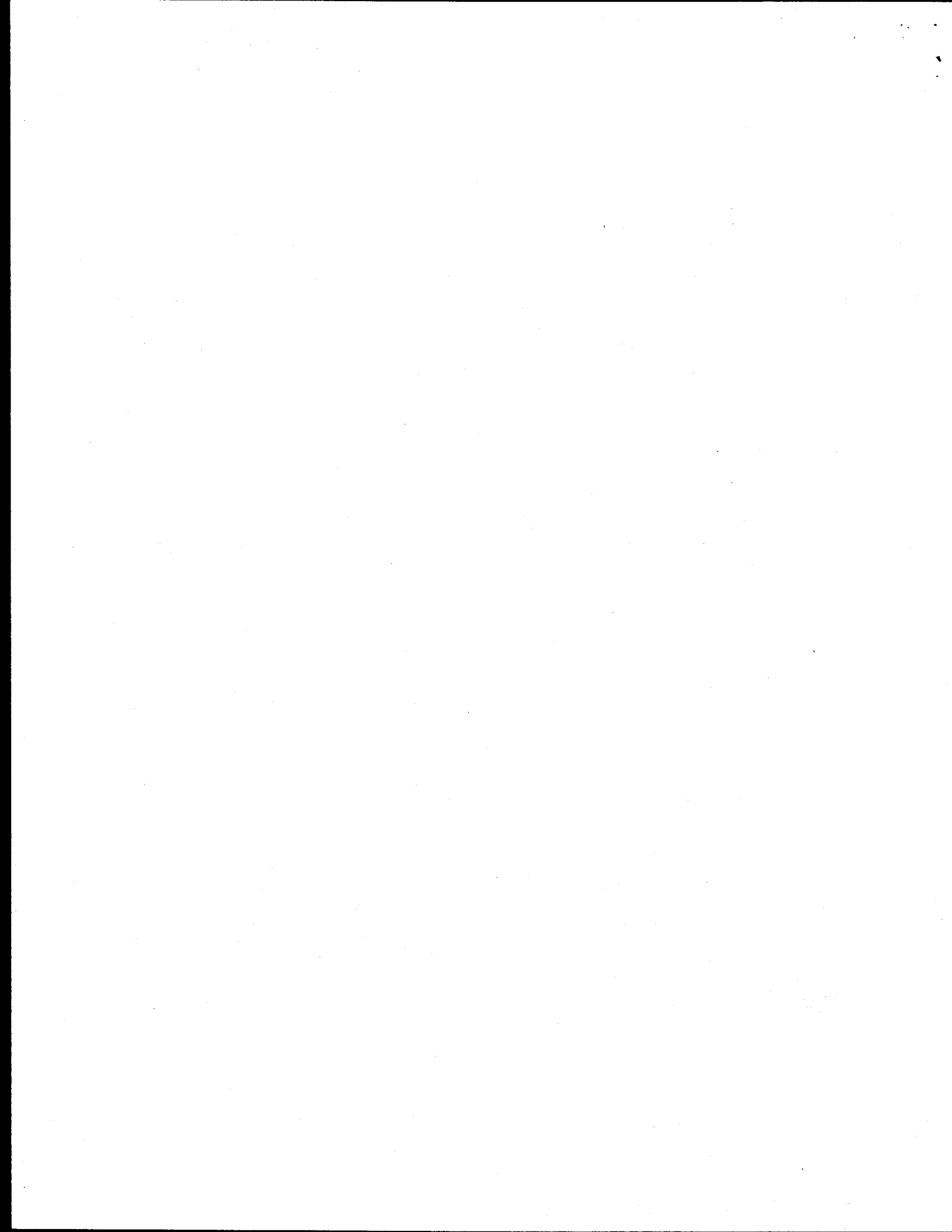
That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____ who constitute the other members of the joint venture or copartnership.

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

**Dated this _____ (day) of _____ (month),
_____ (year)
at _____, California**

Signature of affiant: _____

Note: Notarization of signature required



AFFIDAVIT FOR CORPORATE CONTRACTOR

Robert Bradley

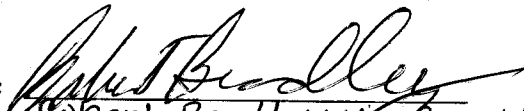
declares as follows:

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

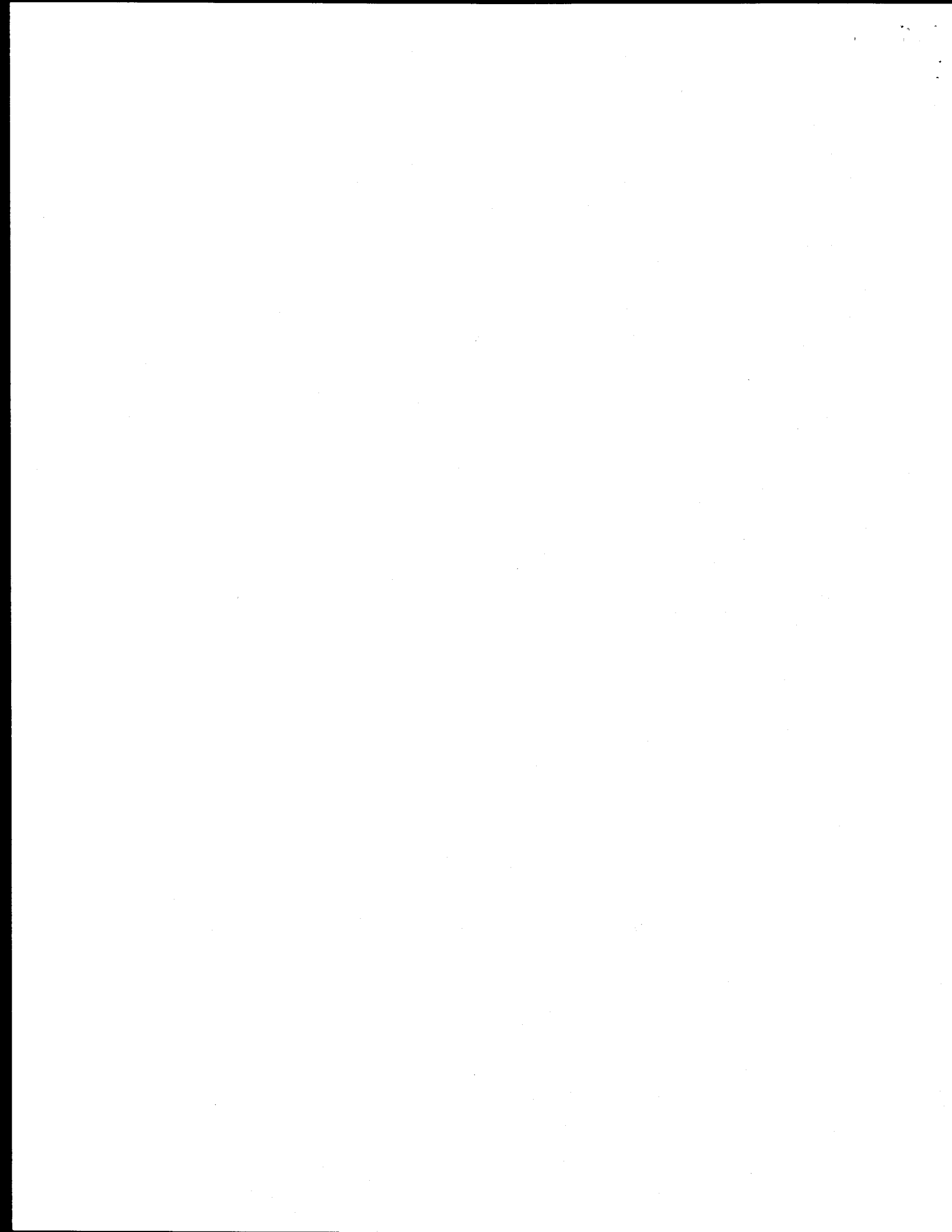
I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 2nd (day) of February (month),
2011 (year)
at Corona, California

Signature of affiant:


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 2nd day of February, 2011.
Date Month

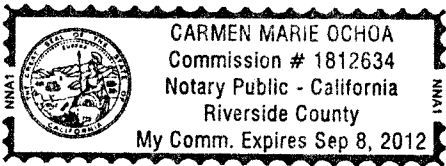
By (1) Robert Bradley
Name of Signer

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

(and

(2) _____
Name of Signer

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



Signature Carmen Marie Ochoa
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Affidavit for Corporate Contractor

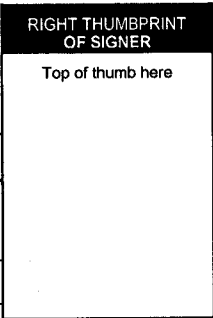
Document Date: 1/2/11 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

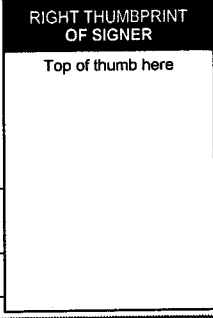
- Individual
- Corporate Officer – Title(s): Vice President
- Partner – Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:

Signer's Name: _____

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



Signer is Representing:



BID BOND

Bond No. 08597423

COPY

Recitals:

1. All American Asphalt _____ "Contractor", has Contractor's Proposal to County of Riverside, "County", for the construction De Luz Road, Road Rehabilitation Project, Rancho California Road to Carancho in a Notice Inviting Bids of County dated _____ Road, Project No. B1-0455.
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: January 31st, 2011 _____

Fidelity and Deposit Company of Maryland _____

All American Asphalt _____

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

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

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

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

WITNESS my hand and official seal.

See Attached Notary Acknowledgment

 Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

Bid Date: February 2, 2011



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On February 1, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

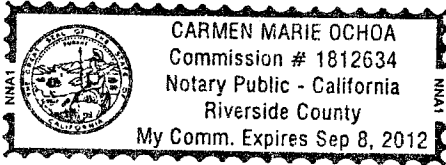
personally appeared Robert Bradley
Name(s) of Signer(s)

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.

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: 1/31/11 Number of Pages: 1

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

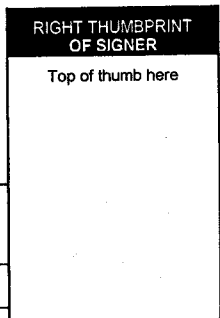
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

Signer is Representing:

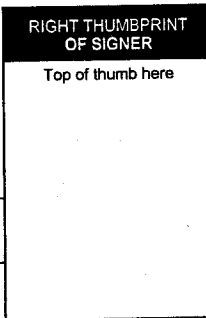
All American Asphalt

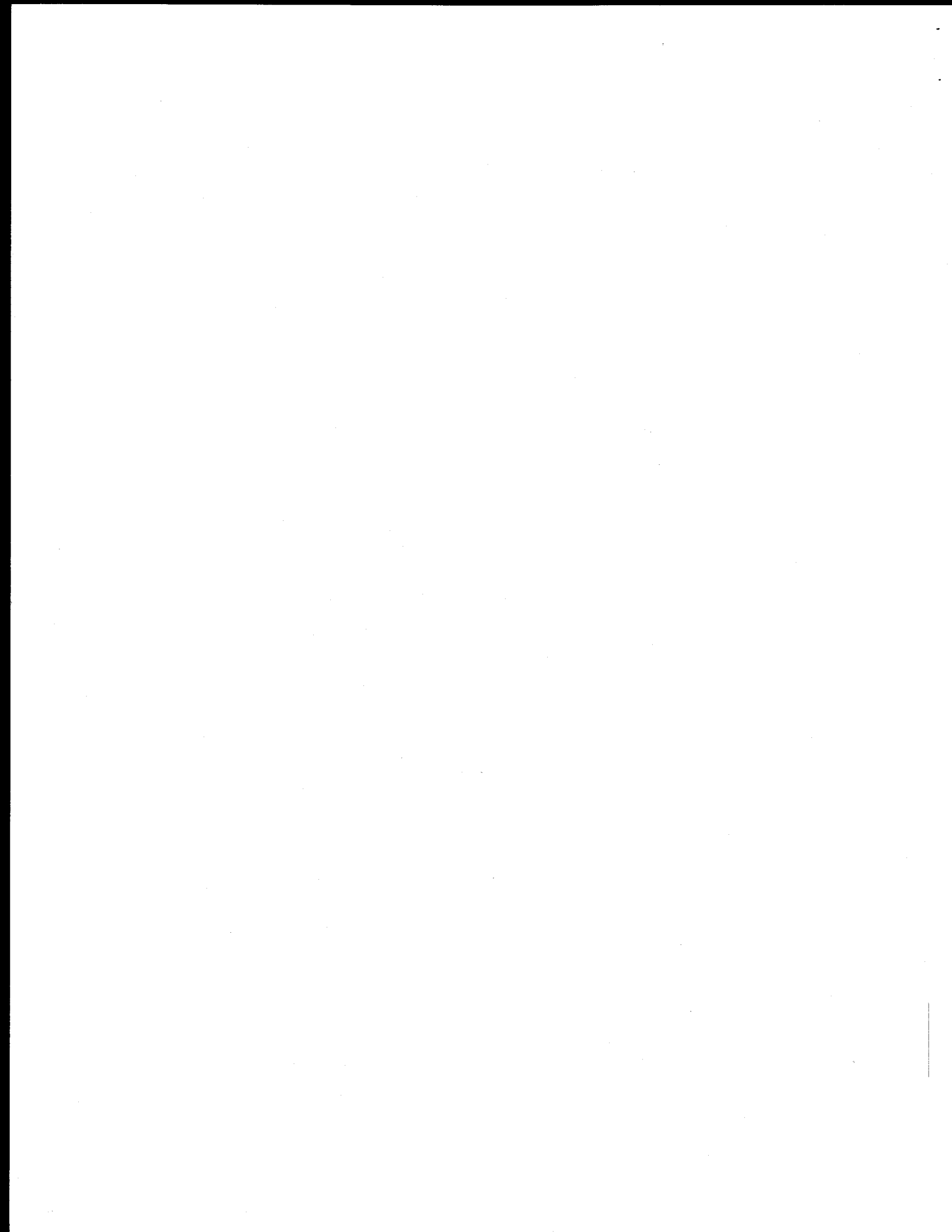


Signer's Name: _____

- 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 1-31-11 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

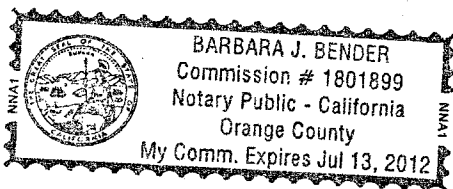
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Barbara J. Bender*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 1-31-11 Number of Pages: One (1)

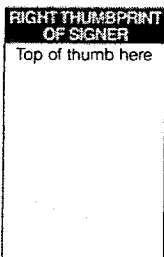
Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

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

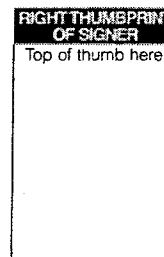
Signer Is Representing: _____
 Fidelity and Deposit Company of Maryland

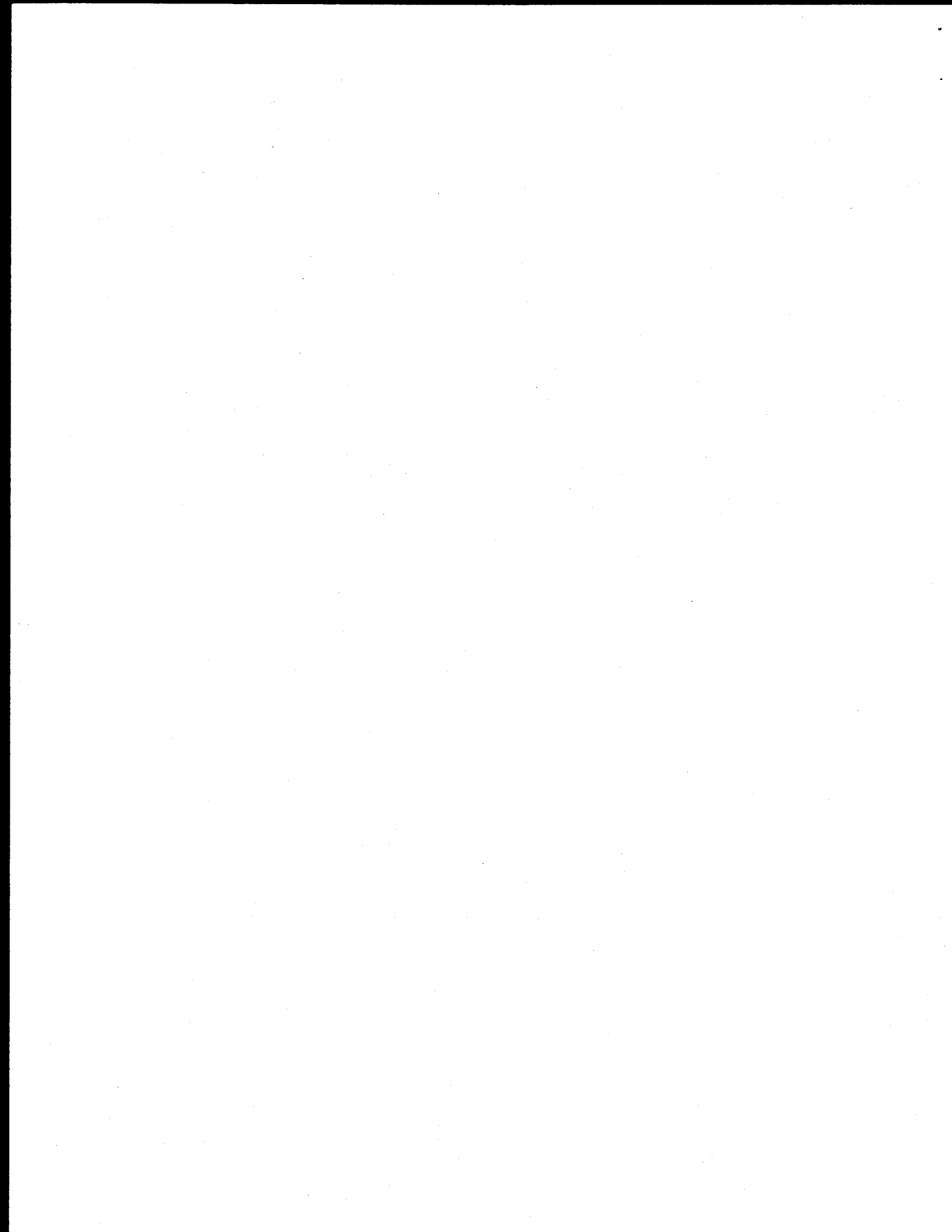


Signer's Name: _____

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

Signer Is Representing: _____





Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

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

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

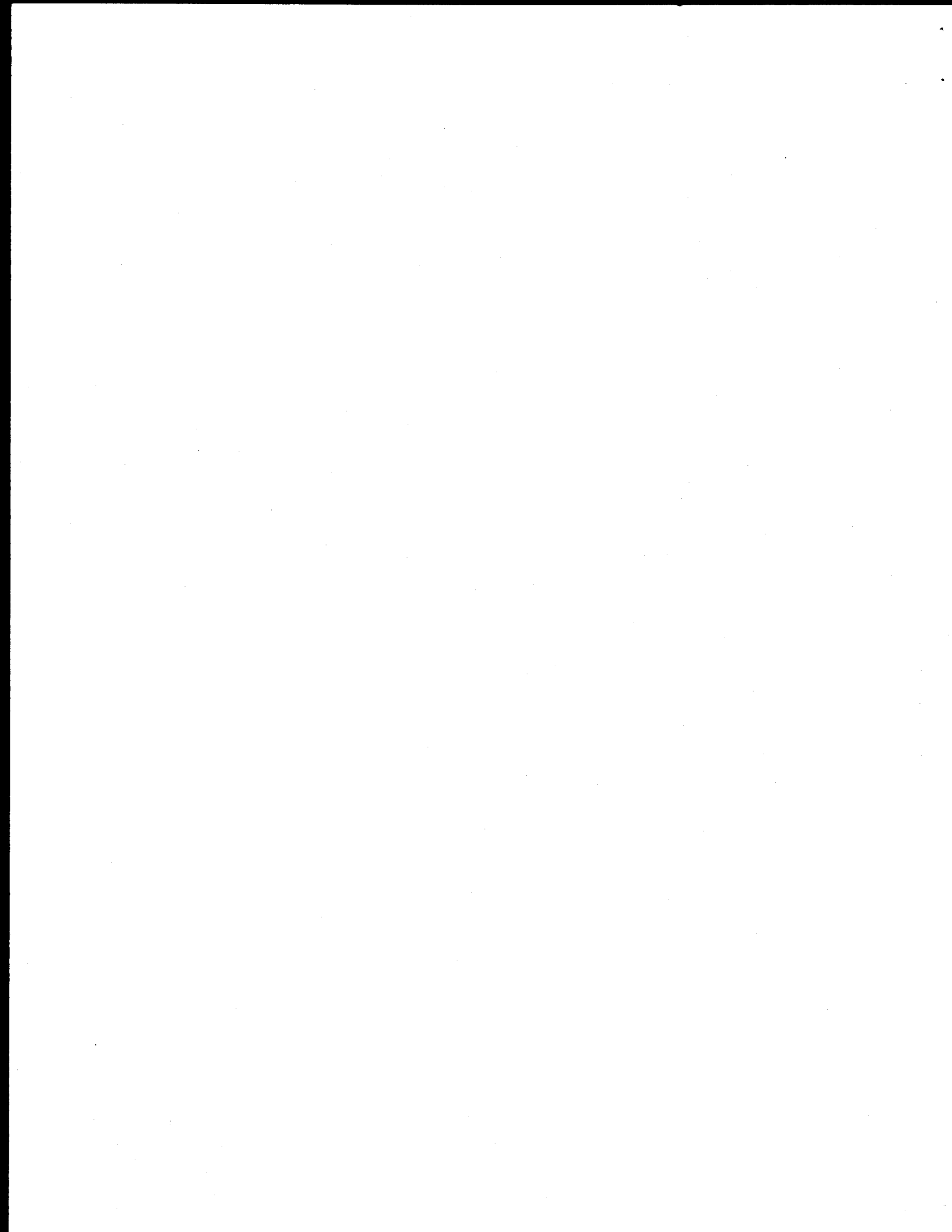


Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011



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

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

CERTIFICATE

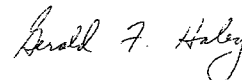
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this 31ST day of JANUARY, 2011.



Assistant Secretary

