

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

607A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 20, 2011

SUBJECT: Gavilan Road Reconstruction Project, and Gavilan Road, Lake Mathews Drive, and Santa Rosa Mine Road Guardrail and Gavilan Road Construction Safety Projects, in the Lake Mathews area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$1,202,897 and,
2. 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:jrj:rr
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,202,897	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Prop 1B (State Bond Funds-Local Roads) (80%), Measure A/Western (17%), and Developer Contributions (3%) There are no General Funds used in this project.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 1, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 08/16/11, Item 3.88 | District: 1 | Agenda Number:

3.36

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL

BY:
MARSHAL VICTOR

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

Departmental Concurrence

DATE 10/14/11

The Honorable Board of Supervisors

RE: Gavilan Road Reconstruction Project, and Gavilan Road, Lake Mathews Drive, and Santa Rosa Mine Road Guardrail and Gavilan Road Construction Safety Projects, in the Lake Mathews area.

October 20, 2011

Page 2 of 2

3. Amend the Transportation Improvement Program (TIP) by approval of the proposed budget for the projects as shown on Attachment A.

BACKGROUND: By Minute Order dated August 16, 2011 (agenda item 3.88) the Board authorized the Clerk of the Board to advertise for the Reconstruction of Gavilan Road from Multiview Drive to Hidalgo Drive, approximately 1.3 miles, and the construction of guardrail at three separate locations; 1) Gavilan Road south of Elderidge Drive, 2) Lake Mathews Drive, Capello Drive to Malta Place on northerly side, and 3) Santa Rosa Mine Road, at the transition to Gavilan Road, south of Lake Mathews Drive.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, September 07, 2011. Five responsive bids were received. The lowest responsive bid was submitted by All American Asphalt in the amount of \$1,202,897. The bid is \$132,103 (9.9%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements. The projects are expected to be completed within the existing budget as shown on attachment A.

The reconstruction of Gavilan Road will consist of pulverizing the existing pavement, and placement of 0.45 feet of new asphalt concrete. From Chico Drive to Pinon Drive, sub drains and permeable base will be added to reduce pavement damage from the high water table. Concrete curb and gutter will be constructed on the west side of Gavilan Road from Hidalgo Drive to Pinon Drive and will include concrete cross-gutters at Hidalgo Drive, Chico Drive, Esperanza Drive, Bonita Drive, Aragon Drive, Alameda Drive, Palomas Drive, Cajon Drive and Pinon Drive. Short segments of concrete curb and gutter will be constructed on each of the above streets to matchup to the existing curb and gutters. Work includes reconstruction of existing driveways, replacing existing AC berm, grading shoulders, reconstruct overside drains, centerline indentions (rumble strip) and new striping.

The guardrail segments on Gavilan Road, Santa Rosa Mine Road and Lake Mathews Drive and centerline rumble strip are being constructed to improve safety for motorists.

The bid documents include the following schedules of work:

Schedule A: Gavilan Road (Resurfacing) Project.

Schedule B: Gavilan Road, Santa Rosa Mine Road, and Lake Mathews Drive Guard Rail Project.

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

The contractor is qualified.

Project Numbers: B8-0668, C0-0510, and B5-0671

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, **Road Rehabilitation and Safety Projects; Gavilan Road Resurfacing – Multiview Road to Hidalgo Road, Project No. B8-0668; Gavilan Road Striping – Cajalco Road to Lake Mathews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects, Project No. C0-0510 & B5-0671**, 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. **(None)**. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this 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.

GAVILAN ROAD RESURFACING – MULTIVIEW ROAD TO HIDALGO ROAD

PROJECT No. B8-0668

AGREEMENT

SCHEDULE A (GAVILAN ROAD RESURFACING):

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	1,530.00	1,530.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,300.00	5,300.00
3	170101	DEVELOP WATER SUPPLY	LS	1	510.00	510.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	56,000.00	56,000.00
5	160101	CLEARING AND GRUBBING	LS	1	1,530.00	1,530.00
6	220101	FINISHING ROADWAY	LS	1	510.00	510.00
7	190101	ROADWAY EXCAVATION	CY	1,000	20.80	20,800.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	22,000	3.70	81,400.00
9	290201	ASPHALT TREATED PERMEABLE BASE	CY	700	134.00	93,800.00
10	390130	HOT MIX ASPHALT	TON	6,500	74.00	481,000.00
11	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	TON	700	80.00	56,000.00
12	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	11,500	1.09	12,535.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	10	306.00	3,060.00
14	190185	SHOULDER BACKING	LF	14,000	2.12	29,680.00
15	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	5,000	15.50	77,500.00
16	681107	3" PLASTIC PIPE (EDGE DRAIN OUTLET)	EA	10	255.00	2,550.00
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	2,000	13.30	26,600.00
18	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	500	14.30	7,150.00
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	7,500	8.40	63,000.00
20	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	6.70	6,700.00
21	394050	RUMBLE STRIP	LF	4,000	1.40	5,600.00
22	820151	OBJECT MARKER (TYPE L-1)	EA	10	51.00	510.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	3.06	612.00

AGREEMENT (CONTINUED)

SCHEDULE A (GAVILAN ROAD RESURFACING):

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,800	0.26	728.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	600	2.55	1,530.00
26	000003	CONSTRUCTION FUNDING SIGN	EA	2	770.00	1,540.00
27	15601	STREET NAME SIGN (CRS 816)	EA	10	380.00	3,800.00

PROJECT

SUB-TOTAL: One million, forty one thousand, four hundred seventy five dollars and zero cents \$1,041,475.00

ITEMS 1-27 "WORDS"

**GAVILAN ROAD STRIPING – CAJALCO ROAD TO LAKE MATHEWS DRIVE
GAVILAN ROAD, SANTA ROSA MINE ROAD & LAKE MATHEWS DRIVE GUARDRAIL PROJECTS**

PROJECT No. C0-0510 & B5-0671

SCHEDULE B (GAVILAN ROAD, SANTA ROSA MINE ROAD, AND LAKE MATHEWS DRIVE GUARDRAIL):

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
28	066102	DUST ABATEMENT	LS	1	510.00	510.00
29	074020	WATER POLLUTION CONTROL	LS	1	510.00	510.00
30	170101	DEVELOP WATER SUPPLY	LS	1	255.00	255.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	21,500.00	21,500.00
32	160101	CLEARING AND GRUBBING	LS	1	255.00	255.00
33	190101	ROADWAY EXCAVATION	CY	300	70.00	21,000.00
34	152370	RELOCATE MAILBOX	EA	1	255.00	255.00
35	260201	CLASS 2 AGGREGATE BASE	CY	130	85.00	11,050.00
36	390130	HOT MIX ASPHALT	TON	200	101.00	20,200.00
37	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	140	1.10	154.00

AGREEMENT (CONTINUED)

SCHEDULE B (GAVILAN ROAD, SANTA ROSA MINE ROAD, AND LAKE MATHEWS DRIVE GUARDRAIL):

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
38	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	1,600	1.10	1,760.00
39	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	306.00	306.00
40	190185	SHOULDER BACKING	LF	1,700	2.44	4,148.00
41	832012	METAL BEAM GUARD RAILING (7' WOOD POST)	LF	1,440	22.00	31,680.00
42	832002	METAL BEAM GUARD RAILING (STEEL POST)	LF	390	32.40	12,636.00
43	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	710.00	710.00
44	839539	TERMINAL SYSTEM (TYPE SKT)	EA	1	2,940.00	2,940.00
45	839565	TERMINAL SYSTEM (TYPE SRT)	EA	6	2,450.00	14,700.00
46	820118	GUARD RAILING DELINEATOR	EA	90	20.00	1,800.00
47	394050	RUMBLE STRIP	LF	3,400	0.87	2,958.00
48	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	3.06	612.00
49	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	10,000	0.61	6,100.00
50	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	7,800	0.26	2,028.00
51	850102	PAVEMENT MARKER (REFLECTIVE)	EA	900	2.55	2,295.00
52	820107	DELINEATOR (CLASS 1)	EA	40	26.50	1,060.00

PROJECT

SUB-TOTAL: One hundred sixty one thousand, four hundred twenty two dollars and zero cents \$ 161,422.00

ITEMS 28-52 "WORDS"

PROJECT

TOTAL One million, two hundred two thousand, eight hundred ninety seven dollars and zero cents \$ 1,202,897.00

ITEMS 1-52 "WORDS"

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

COUNTY OF RIVERSIDE

ALL AMERICAN ASPHALT

BY Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

BY [Signature]

Dated NOV 01 2011

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

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

[Signature]

BY Karen [Signature]
Deputy

TITLE: Mark Luer, Secretary

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

License No. 267073

Federal Employer Identification Number:

95-2595043

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 10/14/11
MARSHA L. VICTOR DATE

BY _____
"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On September 26, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

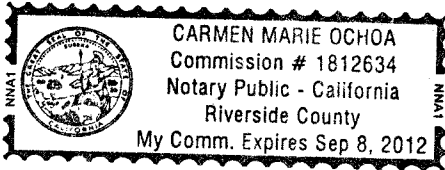
personally appeared Robert Bradley and Mark Luer
Name(s) of Signer(s)

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 _____

Document Date: _____ Number of Pages: _____

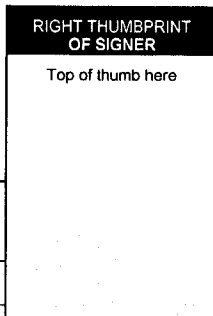
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

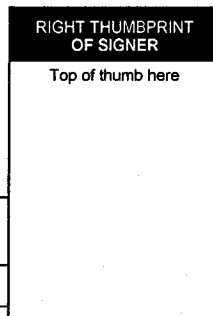
Signer is Representing:
All American Asphalt



Signer's Name: Mark Luer

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

Signer is Representing:
All American Asphalt



**JOINT ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SOLE SHAREHOLDER
OF
ALL AMERICAN ASPHALT,
a California corporation**

The undersigned, being all of the Board of Directors (the "Board" and "Board of Directors") and the shareholders of ALL AMERICAN ASPHALT, a California corporation (the "Corporation"), acting pursuant to the authority granted under Sections 307(b) and 603(a) of the California General Corporation Law and the Bylaws of the Corporation, do hereby adopt, ratify and approve the following resolutions and direct the Secretary of the Corporation to place a copy hereof in the Corporation's book of minutes:

RATIFICATION OF ELECTION/APPOINTMENT/CONFIRMATION OF OFFICERS

WHEREAS, the following persons were elected, appointed or confirmed to the offices of this Corporation identified opposite their respective names by the Board effective 12/7/10, to serve at the pleasure of the Board until their resignation, removal or other disqualification from service, or until the election of their successors:

Mike Ryan –Vice President

Robert Bradley –Vice President

Kenny McGuire –Vice President

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby ratifies, confirms and approves in all respects and for all purposes as the act and deed of this Corporation, the election, appointment and/or confirmation of the following persons to the offices of this Corporation identified opposite their respective names effective 12/7/10 to serve at the pleasure of the Board until their resignation, removal or other disqualification from service, or until the election of their successors:

Mike Ryan –Vice President

Robert Bradley –Vice President

Kenny McGuire –Vice President

It is noted that the date of the appointment for these officers has been left open due to the fact that the original documentation & minutes has been misplaced.

GENERAL AUTHORITY

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized and directed to take all actions and to execute and deliver, in the name and on behalf of the Corporation and under its seal or otherwise, any and all documents, certificates and instruments, and to pay all expenses, as they or any of them may deem necessary or advisable to carry out the purposes of the foregoing resolutions and the transactions contemplated thereby; and that the taking of each action, the execution and delivery of each document or instrument, and the payment of each expense shall be conclusive evidence of its necessity or advisability, and that any action previously taken by any officer of the Corporation in this respect hereby is approved, ratified, adopted and confirmed.

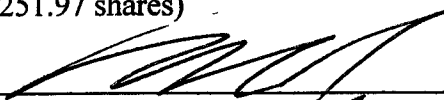
RESOLVED FURTHER, that these resolutions may be executed in any number of counterparts, and by facsimile transmission, and each such counterpart shall be deemed an original and all of which counterparts, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Board of Directors and shareholders of ALL AMERICAN ASPHALT, do hereby adopt the foregoing resolutions by written consent as of December 7, 2010. The shareholders hereby take the above actions with respect to all shares of capital stock of the Corporation held by them.



Daniel D. Sisemore, Director and Shareholder
(2,251.97 shares)



Mark A. Luer, Director, Secretary

PERFORMANCE BOND

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Road Rehabilitation and Safety Projects; Gavilan Road Resurfacing – Multiview Road to Hidalgo Road, Project B8-0668; Gavilan Road Striping – Cajalco Road to Lake Mathews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects, Project No. C0-0510 & B5-0671.**

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **1,202,897.00 (One million, two hundred two thousand, eight hundred ninety seven dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 1,202,897.00 (One million, two hundred two thousand, eight hundred ninety seven 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 Road Rehabilitation and Safety Projects; Gavilan Road Resurfacing – Multiview Road to Hidalgo Road, Project B8-0668; Gavilan Road Striping – Cajalco Road to Lake Mathews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects, Project No. C0-0510 & B5-0671.

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

PERFORMANCE BOND

Executed in Two Counterparts

Bond No. 7625534

Premium: \$5,112.00

Premium is for contract term and is subject to adjustment based on final contract price

Recitals:

- 1. ALL AMERICAN ASPHALT (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Road Rehabilitation and Safety Projects; Gavilan Road Resurfacing - Multiview Road to Hidalgo Road, Project B8-0668; Gavilan Road Striping - Cajalco Road to Lake Mathews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects, Project No. C0-0510 & B5-0671.
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 \$ 1,202,897.00 (One million, two hundred two thousand, eight hundred ninety seven 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 September 22, 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. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

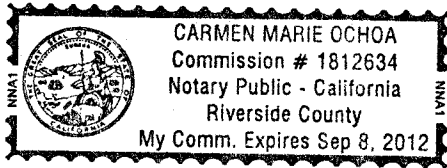
State of California

County of Riverside

On September 26, 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.



Place Notary Seal Above

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

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 _____

Document Date: _____ Number of Pages: _____

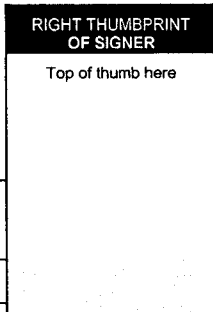
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

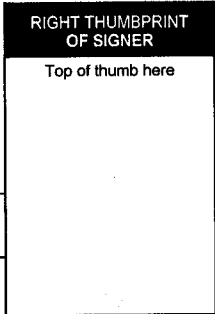
Signer is Representing:
All American Asphalt



Signer's Name: _____

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

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

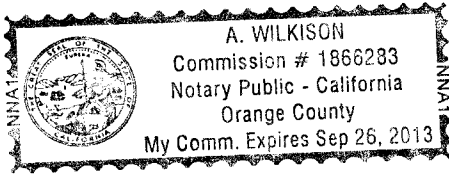
On 09/22/11 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7625534

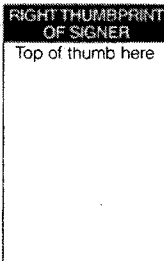
Document Date: 09/22/11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

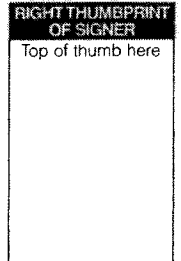
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

Executed in Two Counterparts
Bond No. 7625534
Premium Included in Performance Bond

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 1,202,897.00 (One million, two hundred two thousand, eight hundred ninety seven 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 Road Rehabilitation and Safety Projects; Gavilan Road Resurfacing - Multiview Road to Hidalgo Road, Project B8-0668; Gavilan Road Striping - Cajalco Road to Lake Mathews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects, Project No. C0-0510 & B5-0671.

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: September 22, 2011

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By 

By 
Its Attorney In Fact
Rebecca Haas-Bates

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

(Corporate Seal)

(Corporate Seal)

See Attached

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On September 26, 2011 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

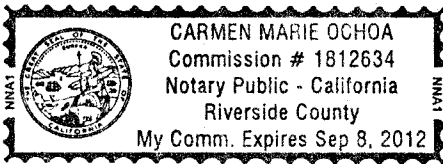
personally appeared Robert Bradley
Name(s) of Signer(s)

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 _____

Document Date: _____ Number of Pages: _____

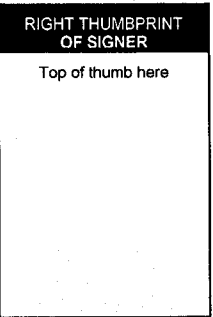
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

Signer is Representing:
All American Asphalt



Signer's Name: _____

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

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 09/22/11 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

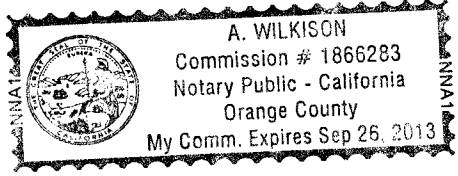
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7625534

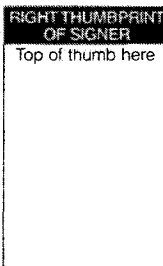
Document Date: 09/22/11 Number of Pages: One (1)

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**

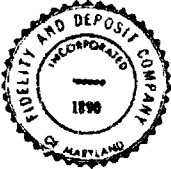
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which 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, Sergio D. BECHARA, Richard ADAIR and P. BAUER, all of Glendale, 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 Richard ADAIR, P. BAUER, dated February 25, 2010.

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 27th day of June, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

By: *Frank E. Martin Jr.* Vice President

State of Maryland }
City of Baltimore } ss:

On this 27th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, 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.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2015

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 22nd day of September, 2011.


Assistant Secretary

Company Profile

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](#)

Last Revised - May 26, 2011 01:14 PM
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER LIC #0B29370 Edgewood Partners Insurance Centers (EPIC) [Orange Branch] P.O. Box 5003 San Ramon, CA 94583	1-925-244-7700 CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (925) 244-7700 E-MAIL ADDRESS: EPICcerts@EdgewoodIns.com	FAX (A/C, No): (925) 901-0671
	INSURER(S) AFFORDING COVERAGE	
INSURED All American Asphalt P.O. Box 2229 Corona, CA 92878-2229	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:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 23249901 REVISION NUMBER:


THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GPP002265803	08/01/11	08/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		72UENGS491	08/01/11	08/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE21422933	08/01/11	08/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	BB1110243	08/01/11	08/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Road Rehabilitation and Safety Projects Gavilan Road Resurfacing-Multiview Road to Hidalgo Road; Gavilan Road Striping-Cajalco Road to Matthews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Matthews Drive Guardrail Projects; Project No. B8-0668, C0-0510 & B5-0671

Certificate Holder is Additional Insured if Required by Written Contract Excluding Workers Compensation

CERTIFICATE HOLDER County of Riverside Transportation Department ATTN: Joel Jimenez 14th Street Transportation Annex 3525 14th Street Riverside, CA 92501 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



MEMO

To:	Whom it may concern
From:	Kathy Lopez
Named Insured:	All American Asphalt
Policy Number(s):	GPP002265803, 72UENGK5491, BE21422933, BB1110243
RE:	Notice of Cancellation

Certificate Holder Name & Address	County of Riverside Transportation Department ATTN: Joel Jimenez 14 th Street Transportation Annex, 3525 14 th Street Riverside, CA 92501
--	---

Should the above described policy be cancelled before the expiration date thereof, we will mail 30 days written notice to the Certificate Holder named above; except, 10 days notice for non-payment of premium.

Sincerely,

Kathy Lopez

Account Manager
(925) 244-7700

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside	Road Rehabilitation and Safety Projects Gavilan Road Resurfacing-Multiview Road to Hidalgo Road; Gavilan Road Striping-Cajalco Road to Matthews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Matthews Drive Guardrail Projects; Project No. B8-0668, C0-0510 & B5-0671

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: GPP002265803

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/11

00 CGL0006 00 05 07



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside	Road Rehabilitation and Safety Projects Gavilan Road Resurfacing-Multiview Road to Hidalgo Road; Gavilan Road Striping-Cajalco Road to Matthews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Matthews Drive Guardrail Projects; Project No. B8-0668, C0-0510 & B5-0671

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: GPP002265803

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/11



00 CGL0130 00 09 06

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	Road Rehabilitation and Safety Projects Gavilan Road Resurfacing-Multiview Road to Hidalgo Road; Gavilan Road Striping-Cajalco Road to Matthews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Matthews Drive Guardrail Projects; Project No. B8-0668, C0-0510 & B5-0671

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: GPP002265803

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/11

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



Page 1 of 1



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Schedule

Project

County of Riverside

Road Rehabilitation and Safety Projects Gavilan
Road Resurfacing-Multiview Road to Hidalgo Road;
Gavilan Road Striping-Cajalco Road to Matthews
Drive; Gavilan Road, Santa Rosa Mine Road & Lake
Matthews Drive Guardrail Projects; Project No. B8-
0668, C0-0510 & B5-0671

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

Schedule

Person or Organization	Job Description
County of Riverside	Road Rehabilitation and Safety Projects Gavilan Road Resurfacing-Multiview Road to Hidalgo Road; Gavilan Road Striping-Cajalco Road to Matthews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Matthews Drive Guardrail Projects; Project No. B8-0668, C0-0510 & B5-0671

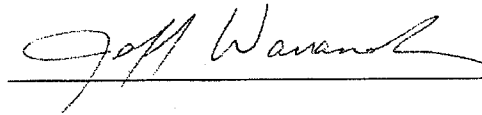
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

* 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	8/1/11	Policy No.	BB1110243	Endorsement No.	
Insured	All American Asphalt			Policy Effective Date	8/1/11
Insurance Company	Seabright Insurance Company				

Countersigned By





EXCESS LIABILITY DECLARATIONS

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

A CAPITAL STOCK COMPANY

HOME OFFICE: 2595 INTERSTATE DRIVE, SUITE 103, HARRISBURG, PA 17110
ADMINISTRATIVE/MAILING ADDRESS: 175 WATER STREET, NEW YORK, NY 10038

POLICY NUMBER: BE 21422933

RENEWAL OF: 7521507

PRODUCER NAME: WHOLESALE TRADING CO-OP INS SERVICES LLC

ADDRESS: 135 MAIN STREET, SUITE 1130
SAN FRANCISCO, CA 94105

ITEM 1. NAMED INSURED: ALL AMERICAN ASPHALT

ADDRESS: 1776 ALL AMERICAN WAY
CORONA, CA 91718

ITEM 2. POLICY PERIOD: FROM: August 1, 2011 TO: August 1, 2012
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. of Underlying
Ins. Attached

Each Occurrence
Annual Aggregate (where applicable)

Other Underlying Insurance

Applicable Limits

As per Sch. of Underlying
Ins. Attached

Each Occurrence
Annual Aggregate (where applicable)

ITEM 5. POLICY PREMIUM:

ITEM 6. ENDORSEMENTS ATTACHED: SEE ATTACHED SCHEDULE

COUNTERSIGNED
60228 (11/09)
AH2694

BY 
Christopher G. Kopsner
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

REVISION NO. 1
EFF. DATE: 8/1/2011

Issued to: ALL AMERICAN ASPHALT

Policy Number: BE 21422933

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

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	ARCH SPECIALTY INS. CO. GPP002265803 08/01/11 08/01/13	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 DESIGNATED CONS PROJECTS GEN AGG \$10,000,000 POLICY AGGREGATE \$2,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit
GENERAL LIABILITY D.O.T. PROJECTS)	ARCH SPECIALTY INS. CO. GPP002702803 08/01/11 08/01/13	\$2,000,000 EACH OCCURRENCE \$4,000,000 GENERAL AGGREGATE \$2,000,000 DESIGNATED CONS PROJECTS GEN AGG \$10,000,000 POLICY AGGREGATE \$2,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit
AUTO LIABILITY	Hartford Insurance Company of 08/01/11 08/01/12	\$1,000,000 COMBINED SINGLE LIMIT Defense Expenses are in addition to the limit
EMPLOYERS LIABILITY	SEABRIGHT INSURANCE 08/01/11 08/01/12	\$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

SCHEDULE OF UNDERLYING INSURANCE

REVISION NO. 1
EFF. DATE: 8/1/2011

Issued to: ALL AMERICAN ASPHALT

Policy Number: BE 21422933

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

**TYPE OF POLICY
OR COVERAGE**

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

LIMITS

EMPLOYEE BENEFITS LIABILITY
(NON-D.O.T.)

ARCH SPECIALTY INS. CO.
GPP002265803
08/01/11
08/01/13

\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE
RETRO DATE: 08/01/2004

Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY
(D.O.T.)

ARCH SPECIALTY INS. CO.
GPP002702803
08/01/11
08/01/13

\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE
RETRO DATE: 08/01/2004

Defense Expenses are in addition to the limit



Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

Company Profile

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 Complaint Information

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

Want More?

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

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Company Profile

Company Profile

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH,
PA
180 MAIDEN LANE
NEW YORK, NY 10038
800-551-0824

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

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

Want More?

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Company Profile

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600
SEATTLE, WA 98101

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY

Effective Date: 03-16-2004

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
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Want More?

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

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List of Approved Surplus Line Insurers (LASLI)



An Introduction to CIP
powered by Google™ SEARCH GO

- About the Commissioner
- Boards & Committees
- Employment
- Organization

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

Insurers Overview

Insurers

[Applications, Forms & Filings](#)

[Bulletins & Notices](#)

[Programs](#)

[Officially Filed Reports of Examination](#)

OASIS

[Legal Information](#)

[Data & Reports](#)

[COIN](#)

[P&C Rate Filing](#)

[Health Insurance Rate Filings](#)

Quick Links

-For Insurers-

CONSUMERS: LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)

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 LASLI list

AS OF: July 21, 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 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

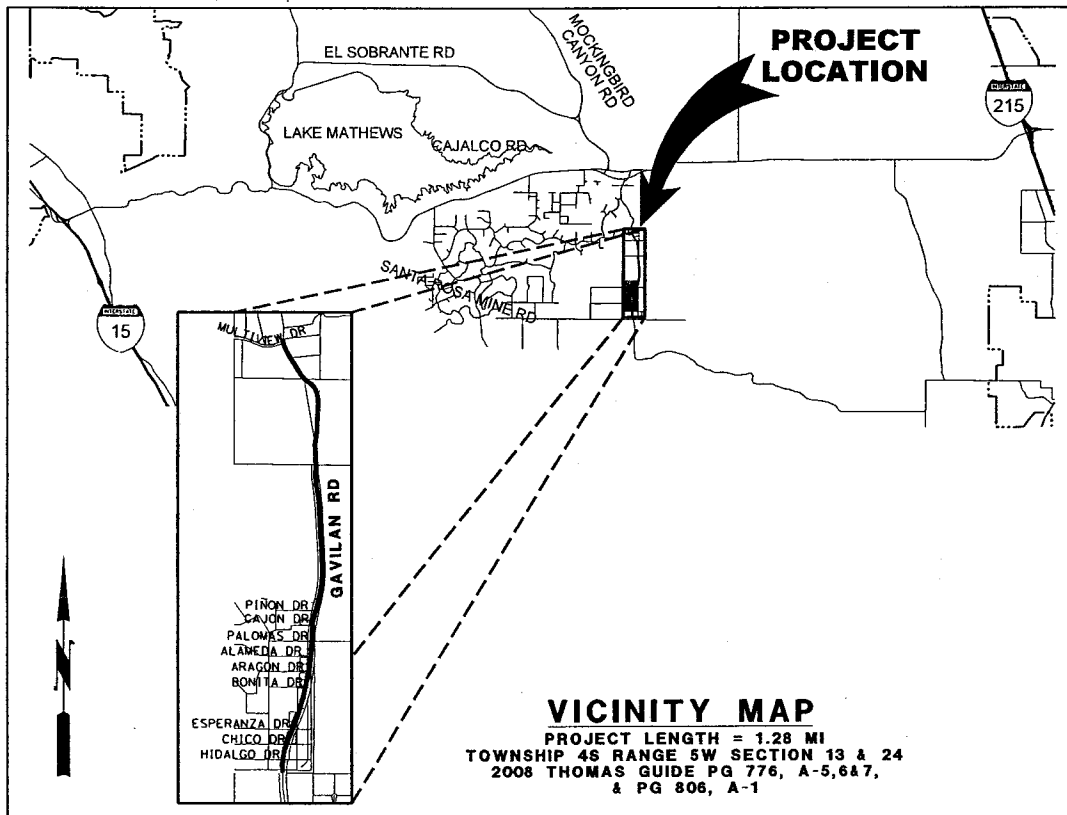
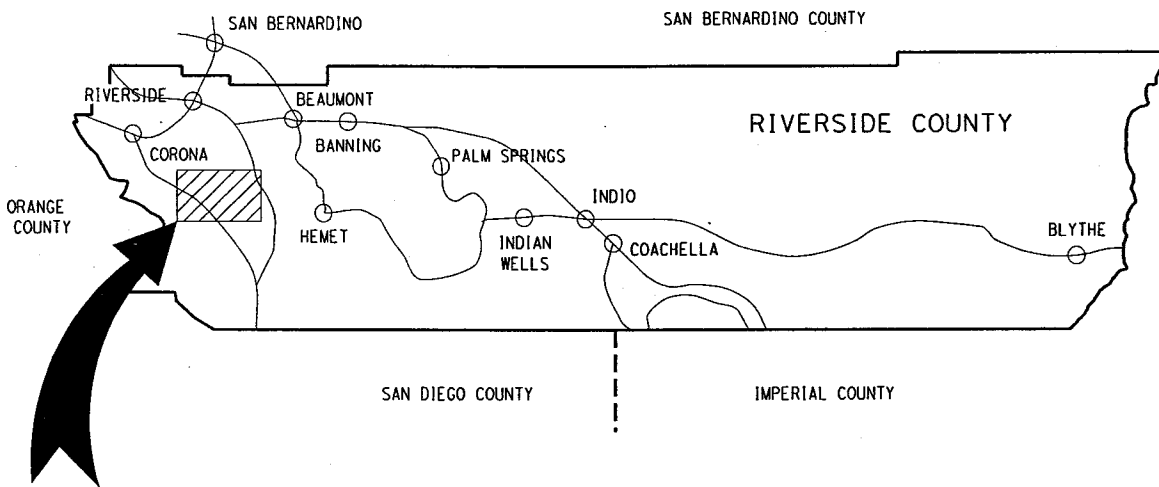
INSURER	DATE APPROVED
Berkley Assurance Company (Iowa)	07/20/2011
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
The British Aviation Insurance Company Limited (UK)	12/01/1995
Burlington Insurance Company (North Carolina)	11/17/1995
Capitol Specialty Insurance Corporation (Wisconsin)	05/15/2008
Catlin Insurance Company UK Limited (U.K.)	04/10/2007
Catlin Specialty Insurance Company (Delaware) (Name changed from Wellington Specialty Insurance Company effective 03/31/2007)	06/14/2006
Century Surety Company (Ohio)	09/01/1995

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

GAVILAN RD

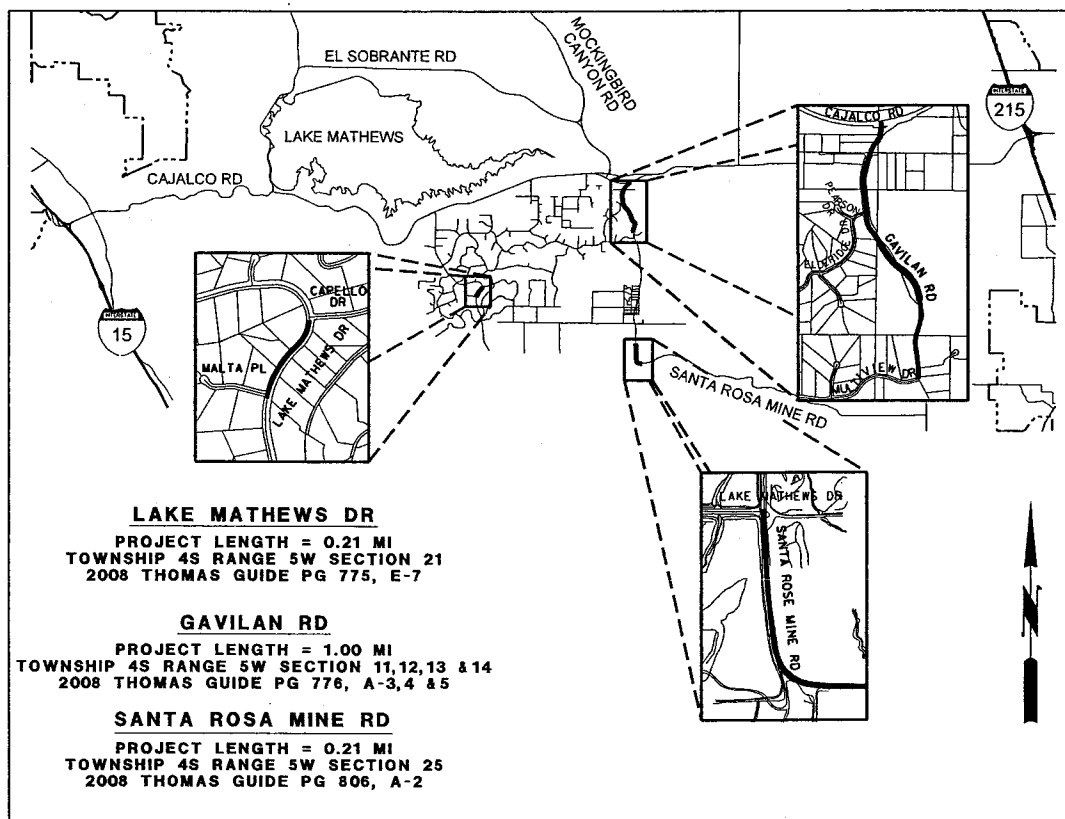
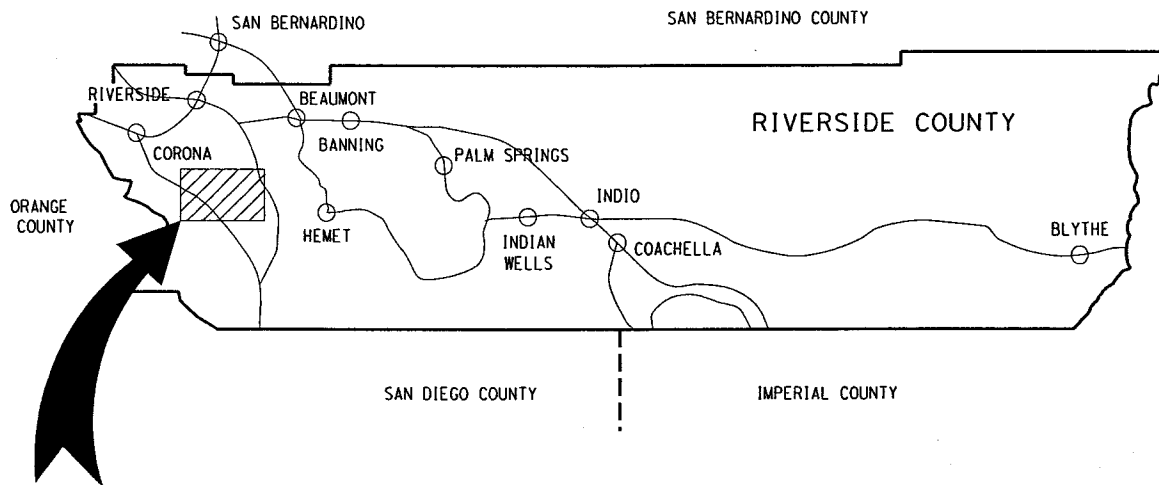
ROAD REHABILITATION PROJECT

MULTIVIEW RD TO S'LY 1.28 MILES



**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

**LAKE MATHEWS DR, GAVILAN RD
AND SANTA ROSA MINE RD
METAL BEAM GUARD RAIL PROJECT**



Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

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: \$ 1,202,897.00 to \$1,464,998.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 1,202,897.00 to \$1,646,998.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Gavilan Road Resurfacing - Multiview Road to Hidalgo Road;
Gavilan Road Striping - Cajalco Road to Lake Mathews Drive, and
Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects**

Advertised: August 16, 2011 (Agenda Item: 3.88)

Addenda: None

Bids Open Date: Wednesday, September 07, 2011 at 2:00 p.m.

PROJECT No. B8-0668, C0-0510 & B5-0671

1

SCHEDULE A (GAVILAN ROAD RESURFACING):		COUNTY'S ESTIMATE			All American Asphalt Corona, Ca 92878-2229			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	1,530.00	1,530.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00	5,300.00	5,300.00
3	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	510.00	510.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	25,000.00	25,000.00	56,000.00	56,000.00
5	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	1,530.00	1,530.00
6	220101	FINISHING ROADWAY	LS	1	4,000.00	4,000.00	510.00	510.00
7	190101	ROADWAY EXCAVATION	CY	1,000	40.00	40,000.00	20.80	20,800.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	22,000	2.00	44,000.00	3.70	81,400.00
9	290201	ASPHALT TREATED PERMEABLE BASE	CY	700	100.00	70,000.00	134.00	93,800.00
10	390130	HOT MIX ASPHALT	TON	6,500	70.00	455,000.00	74.00	481,000.00
11	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	TON	700	70.00	49,000.00	80.00	56,000.00
12	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	11,500	5.00	57,500.00	1.09	12,535.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (GRS 306)	EA	10	1,000.00	10,000.00	306.00	3,060.00
14	190185	SHOULDER BACKING	LF	14,000	2.00	28,000.00	2.12	29,680.00
15	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	5,000	30.00	150,000.00	15.50	77,500.00
16	681107	3" PLASTIC PIPE (EDGE DRAIN OUTLET)	EA	10	50.00	500.00	255.00	2,550.00
17	017305	MINOR CONCRETE (CURB AND GUTTER) (GRS 201)	LF	2,000	25.00	50,000.00	13.30	26,600.00
18	017307	MINOR CONCRETE (TYPE "C" CURB) (GRS 202)	LF	500	20.00	10,000.00	14.30	7,150.00
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	7,500	12.00	90,000.00	8.40	63,000.00
20	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	6.00	6,000.00	6.70	6,700.00
21	394050	RUMBLE STRIP	LF	4,000	0.50	2,000.00	1.40	5,600.00
22	820151	OBJECT MARKER (TYPE L-1)	EA	10	50.00	500.00	51.00	510.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.00	1,000.00	3.06	612.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,800	0.25	700.00	0.26	728.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	600	3.00	1,800.00	2.55	1,530.00
26	000003	CONSTRUCTION FUNDING SIGN	EA	2	500.00	1,000.00	770.00	1,540.00
27	015601	STREET NAME SIGN (GRS 816)	EA	10	500.00	5,000.00	380.00	3,800.00
SUBTOTAL						1,120,000.00		1,041,475.00
ITEMS 1 - 27								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Gavilan Road Resurfacing - Multiview Road to Hidalgo Road;
Gavilan Road Striping - Cajalco Road to Lake Mathews Drive, and
Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects**

Advertised: August 16, 2011 (Agenda Item: 3.88)

Addenda: None

Bids Open Date: Wednesday, September 07, 2011 at 2:00 p.m.

PROJECT No. B8-0668, C0-0510 & B5-0671

SCHEDULE B (GAVILAN ROAD, SANTA ROSA MINE ROAD, AND LAKE MATHIEWS DRIVE GUARDRAIL):		COUNTY'S ESTIMATE			All American Asphalt Corona, Ca 92878-2229			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
28	066102	DUST ABATEMENT	LS	1	1,500.00	1,500.00	510.00	510.00
29	074020	WATER POLLUTION CONTROL	LS	1	4,000.00	4,000.00	510.00	510.00
30	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	255.00	255.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,600.00	5,600.00	21,500.00	21,500.00
32	160101	CLEARING AND GRUBBING	LS	1	6,000.00	6,000.00	255.00	255.00
33	190101	ROADWAY EXCAVATION	CY	300	100.00	30,000.00	70.00	21,000.00
34	152370	RELOCATE MAILBOX	EA	1	500.00	500.00	255.00	255.00
35	260201	CLASS 2 AGGREGATE BASE	CY	130	50.00	6,500.00	85.00	11,050.00
36	390130	HOT MIX ASPHALT	TON	200	110.00	22,000.00	101.00	20,200.00
37	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	140	5.00	700.00	1.10	154.00
38	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	1,600	5.00	8,000.00	1.10	1,760.00
39	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	1,000.00	1,000.00	306.00	306.00
40	190185	SHOULDER BACKING	LF	1,700	2.00	3,400.00	2.44	4,148.00
41	832012	METAL BEAM GUARD RAILING (7" WOOD POST)	LF	1,440	45.00	64,800.00	22.00	31,680.00
42	832002	METAL BEAM GUARD RAILING (STEEL POST)	LF	390	45.00	17,550.00	32.40	12,636.00
43	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	1,000.00	1,000.00	710.00	710.00
44	839539	TERMINAL SYSTEM (TYPE SKT)	EA	1	2,500.00	2,500.00	2,940.00	2,940.00
45	839565	TERMINAL SYSTEM (TYPE SRT)	EA	6	2,500.00	15,000.00	2,450.00	14,700.00
46	820118	GUARD RAILING DELINEATOR	EA	90	40.00	3,600.00	20.00	1,800.00
47	394050	RUMBLE STRIP	LF	3,400	0.50	1,700.00	0.87	2,958.00
48	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	5.00	1,000.00	3.06	612.00
49	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	10,000	1.00	10,000.00	0.61	6,100.00
50	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	7,800	0.25	1,950.00	0.26	2,028.00
51	850102	PAVEMENT MARKER (REFLECTIVE)	EA	900	3.00	2,700.00	2.55	2,295.00
52	820107	DELINEATOR (CLASS 1)	EA	40	50.00	2,000.00	26.50	1,060.00
SUBTOTAL						215,000.00		161,422.00
ITEMS 28 - 52								
PROJECT TOTAL						1,335,000.00		1,202,897.00
ITEMS 1 - 52								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Gavilan Road Resurfacing - Multitew Road to Hidalgo Road;
Gavilan Road Striping - Cajalco Road to Lake Mathews Drive, and
Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects**

Advertised: August 16, 2011 (Agenda Item: 3.88)

Addenda: None

Bids Open Date: Wednesday, September 07, 2011 at 2:00 p.m.

PROJECT No. B8-0668, CO-0510 & B5-0671

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
SCHEDULE A (GAVILAN ROAD RESURFACING):					Match Corporation Highland, CA 92346		R.J. Noble Company Orange, Ca 92856	
1	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	11,000.00	11,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,500.00	4,500.00	4,000.00	4,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	1,500.00	1,500.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	68,000.00	68,000.00	36,500.00	36,500.00
5	160101	CLEARING AND GRUBBING	LS	1	16,000.00	16,000.00	17,000.00	17,000.00
6	220101	FINISHING ROADWAY	LS	1	1,877.00	1,877.00	13,000.00	13,000.00
7	190101	ROADWAY EXCAVATION	CY	1,000	10.70	10,700.00	47.50	47,500.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	22,000	3.90	85,800.00	4.18	91,960.00
9	290201	ASPHALT TREATED PERMEABLE BASE	CY	700	200.00	140,000.00	132.50	92,750.00
10	390130	HOT MIX ASPHALT	TON	6,500	71.50	464,750.00	65.75	427,375.00
11	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	TON	700	76.50	53,550.00	94.00	65,800.00
12	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	11,500	1.05	12,075.00	2.00	23,000.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	10	815.00	8,150.00	1,100.00	11,000.00
14	190185	SHOULDER BACKING	LF	14,000	1.50	21,000.00	3.80	53,200.00
15	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	5,000	22.60	113,000.00	15.50	77,500.00
16	681107	3" PLASTIC PIPE (EDGE DRAIN OUTLET)	EA	10	1,200.00	12,000.00	1,050.00	10,500.00
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	2,000	13.00	26,000.00	19.15	38,300.00
18	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	500	13.00	6,500.00	24.50	12,250.00
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	7,500	8.50	63,750.00	11.75	88,125.00
20	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	7.00	7,000.00	7.75	7,750.00
21	394050	RUMBLE STRIP	LF	4,000	1.40	5,600.00	1.40	5,600.00
22	820151	OBJECT MARKER (TYPE L-1)	EA	10	52.00	520.00	50.00	500.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	3.20	640.00	3.09	618.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,800	0.26	728.00	0.26	728.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	600	2.60	1,560.00	2.60	1,560.00
26	000003	CONSTRUCTION FUNDING SIGN	EA	2	1,200.00	2,400.00	500.00	1,000.00
27	015601	STREET NAME SIGN (CRS 816)	EA	10	390.00	3,900.00	385.00	3,850.00
SUBTOTAL						1,135,000.00		1,143,866.00
ITEMS 1 - 27								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Gavilan Road Resurfacing - Multiview Road to Hidalgo Road;
Gavilan Road Striping - Cajalco Road to Lake Mathews Drive, and
Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects**

Advertised: August 16, 2011 (Agenda Item: 3.88)

Addenda: None

Bids Open Date: Wednesday, September 07, 2011 at 2:00 p.m.

PROJECT No. B8-0668, C0-0510 & B5-0671

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
SCHEDULE B (GAVILAN ROAD, SANTA ROSA MINE ROAD, AND LAKE MATHEWS DRIVE GUARDRAIL):					Match Corporation Highland, CA 92346		R.J. Noble Company Orange, Ca 92856	
28	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	3,700.00	3,700.00
29	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	1,500.00	1,500.00
30	170101	DEVELOP WATER SUPPLY	LS	1	1,000.00	1,000.00	500.00	500.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	13,124.00	13,124.00	10,000.00	10,000.00
32	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	1,000.00	1,000.00
33	190101	ROADWAY EXCAVATION	CY	300	27.00	8,100.00	105.00	31,500.00
34	152370	RELOCATE MAILBOX	EA	1	200.00	200.00	260.00	260.00
35	260201	CLASS 2 AGGREGATE BASE	CY	130	178.00	23,140.00	87.00	11,310.00
36	390130	HOT MIX ASPHALT	TON	200	99.00	19,800.00	90.00	18,000.00
37	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	140	1.05	147.00	3.20	448.00
38	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	1,600	1.00	1,600.00	3.20	5,120.00
39	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	970.00	970.00	720.00	720.00
40	190185	SHOULDER BACKING	LF	1,700	1.50	2,550.00	5.85	9,945.00
41	832012	METAL BEAM GUARD RAILING (7" WOOD POST)	LF	1,440	22.40	32,256.00	22.15	31,896.00
42	832002	METAL BEAM GUARD RAILING (STEEL POST)	LF	390	33.00	12,870.00	33.70	13,143.00
43	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	725.00	725.00	715.00	715.00
44	839539	TERMINAL SYSTEM (TYPE SKT)	EA	1	3,000.00	3,000.00	3,000.00	3,000.00
45	839565	TERMINAL SYSTEM (TYPE SRT)	EA	6	2,500.00	15,000.00	2,500.00	15,000.00
46	820118	GUARD RAILING DELINEATOR	EA	90	21.00	1,890.00	20.00	1,800.00
47	394050	RUMBLE STRIP	LF	3,400	0.90	3,060.00	0.90	3,060.00
48	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	3.10	620.00	3.10	620.00
49	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	10,000	0.65	6,500.00	0.62	6,200.00
50	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	7,800	0.26	2,028.00	0.26	2,028.00
51	850102	PAVEMENT MARKER (REFLECTIVE)	EA	900	2.60	2,340.00	2.60	2,340.00
52	820107	DELINEATOR (CLASS 1)	EA	40	27.00	1,080.00	26.75	1,070.00
SUBTOTAL						161,000.00		174,875.00
ITEMS 28 - 52								
PROJECT TOTAL						1,296,000.00		1,318,741.00
ITEMS 1 - 52								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Gavilan Road Resurfacing - Multiview Road to Hidalgo Road;
Gavilan Road Striping - Cajalco Road to Lake Mathews Drive, and
Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects**

Advertised: August 16, 2011 (Agenda Item: 3.88)

Addenda: None

Bids Open Date: Wednesday, September 07, 2011 at 2:00 p.m.

PROJECT No. B8-0668, C0-0510 & B5-0671

SCHEDULE A (GAVILAN ROAD RESURFACING):		4		5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	12,948.00	12,948.00	6,000.00	6,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	5,500.00	5,500.00
3	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	2,800.00	2,800.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	77,000.00	77,000.00	4,500.00	4,500.00
5	160101	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00	2,500.00	2,500.00
6	220101	FINISHING ROADWAY	LS	1	16,000.00	16,000.00	12,600.00	12,600.00
7	190101	ROADWAY EXCAVATION	CY	1,000	44.00	44,000.00	11.20	11,200.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	22,000	3.30	72,600.00	1.95	42,900.00
9	290201	ASPHALT TREATED PERMEABLE BASE	CY	700	146.00	102,200.00	70.00	49,000.00
10	390130	HOT MIX ASPHALT	TON	6,500	73.00	474,500.00	82.00	533,000.00
11	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	TON	700	83.00	58,100.00	99.00	69,300.00
12	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	11,500	3.00	34,500.00	7.00	80,500.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	10	1,200.00	12,000.00	4,800.00	48,000.00
14	190185	SHOULDER BACKING	LF	14,000	1.00	14,000.00	3.00	42,000.00
15	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	5,000	17.00	85,000.00	30.00	150,000.00
16	681107	3" PLASTIC PIPE (EDGE DRAIN OUTLET)	EA	10	1,000.00	10,000.00	350.00	3,500.00
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	2,000	25.00	50,000.00	14.35	28,700.00
18	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	500	23.00	11,500.00	12.00	6,000.00
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	7,500	9.00	67,500.00	6.90	51,750.00
20	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	8.00	8,000.00	4.30	4,300.00
21	394050	RUMBLE STRIP	LF	4,000	1.50	6,000.00	0.86	3,440.00
22	820151	OBJECT MARKER (TYPE L-1)	EA	10	100.00	1,000.00	71.00	710.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	6.00	1,200.00	1.55	310.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,800	0.50	1,400.00	0.39	1,092.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	600	4.00	2,400.00	11.00	6,600.00
26	000003	CONSTRUCTION FUNDING SIGN	EA	2	1,000.00	2,000.00	450.00	900.00
27	015601	STREET NAME SIGN (CRS 816)	EA	10	400.00	4,000.00	450.00	4,500.00
SUBTOTAL						1,203,848.00		1,171,602.00
ITEMS 1 - 27								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Gavilan Road Resurfacing - Multiview Road to Hidalgo Road;
Gavilan Road Striping - Cajalco Road to Lake Mathews Drive, and
Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects**

Advertised: August 16, 2011 (Agenda Item: 3.88)
Addenda: None
Bids Open Date: Wednesday, September 07, 2011 at 2:00 p.m.

PROJECT No. B8-0668, C0-0510 & B5-0671

		4			5			
SCHEDULE B (GAVILAN ROAD, SANTA ROSA MINE ROAD, AND LAKE MATHIEWS DRIVE GUARDRAIL):		Hardy & Harper Santan Ana, CA 92705			Fata Construction & Development Riverside, Ca 92508			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
28	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00	6,000.00	6,000.00
29	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00	5,500.00	5,500.00
30	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	2,800.00	2,800.00
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	24,000.00	24,000.00	4,500.00	4,500.00
32	160101	CLEARING AND GRUBBING	LS	1	24,000.00	24,000.00	2,500.00	2,500.00
33	190101	ROADWAY EXCAVATION	CY	300	66.00	19,800.00	11.20	3,360.00
34	152370	RELOCATE MAILBOX	EA	1	1,000.00	1,000.00	250.00	250.00
35	260201	CLASS 2 AGGREGATE BASE	CY	130	77.00	10,010.00	51.00	6,630.00
36	390130	HOT MIX ASPHALT	TON	200	123.00	24,600.00	70.00	14,000.00
37	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	140	4.00	560.00	7.00	980.00
38	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	1,600	3.00	4,800.00	7.00	11,200.00
39	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	1,200.00	1,200.00	4,800.00	4,800.00
40	190185	SHOULDER BACKING	LF	1,700	1.00	1,700.00	3.00	5,100.00
41	832012	METAL BEAM GUARD RAILING (7" WOOD POST)	LF	1,440	23.00	33,120.00	100.00	144,000.00
42	832002	METAL BEAM GUARD RAILING (STEEL POST)	LF	390	33.00	12,870.00	100.00	39,000.00
43	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	700.00	700.00	1,000.00	1,000.00
44	839539	TERMINAL SYSTEM (TYPE SKT)	EA	1	3,000.00	3,000.00	500.00	500.00
45	839565	TERMINAL SYSTEM (TYPE SRT)	EA	6	2,800.00	16,800.00	500.00	3,000.00
46	820118	GUARD RAILING DELINEATOR	EA	90	24.00	2,160.00	140.00	12,600.00
47	394050	RUMBLE STRIP	LF	3,400	1.50	5,100.00	0.86	2,924.00
48	840515	THERMOPLASTIC PAVEMENT MARKING	SGFT	200	6.00	1,200.00	1.55	310.00
49	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	10,000	0.55	5,500.00	0.39	3,900.00
50	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	7,800	0.44	3,432.00	0.39	3,042.00
51	850102	PAVEMENT MARKER (REFLECTIVE)	EA	900	4.00	3,600.00	11.00	9,900.00
52	820107	DELINEATOR (CLASS 1)	EA	40	50.00	2,000.00	140.00	5,600.00
SUBTOTAL						210,152.00		293,396.00
ITEMS 28 - 52								

PROJECT TOTAL		1,414,000.00		1,454,998.00
ITEMS 1 - 52				

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 9/6/11

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 ROAD REHABILITATION AND SAFETY PROJECTS, GAVILAN ROAD RESURFACING – MULTIVIEW ROAD TO HIDALGO ROAD, PROJECT No. B8-0668, GAVILAN ROAD STRIPING – CAJALCO ROAD TO LAKE MATHEWS DRIVE GAVILAN ROAD, SANTA ROSA MINE ROAD & LAKE MATHEWS DRIVE GUARDRAIL PROJECTS, PROJECT No. C0-0510 & B5-0671 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. _____ 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.

**GAVILAN ROAD RESURFACING – MULTIVIEW ROAD TO HIDALGO ROAD
PROJECT No. B8-0668**

PROPOSAL

SCHEDULE A (GAVILAN ROAD RESURFACING):

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	1530-	1530-
2	074020	WATER POLLUTION CONTROL	LS	1	5300-	5300-
3	170101	DEVELOP WATER SUPPLY	LS	1	510-	510-
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	56000-	56000-
5	160101	CLEARING AND GRUBBING	LS	1	1530-	1530-
6	220101	FINISHING ROADWAY	LS	1	510-	510-
7	190101	ROADWAY EXCAVATION	CY	1,000	20.80	20800-
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	22,000	3.70	81400-
9	290201	ASPHALT TREATED PERMEABLE BASE	CY	700	134-	93800-
10	390130	HOT MIX ASPHALT	TON	6,500	74-	481000-
11	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	TON	700	80-	56000-
12	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	11,500	1.09	12535-
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	10	306-	3060-
14	190185	SHOULDER BACKING	LF	14,000	2.12	29680-
15	681103	3" PLASTIC PIPE (EDGE DRAIN)	LF	5,000	15.50	77500-
16	681107	3" PLASTIC PIPE (EDGE DRAIN OUTLET)	EA	10	255-	2550-
17	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	2,000	13.30	26600-
18	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	500	14.30	7150-
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	7,500	8.40	63000-
20	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,000	6.70	6700
21	394050	RUMBLE STRIP	LF	4,000	1.40	5600-
22	820151	OBJECT MARKER (TYPE L-1)	EA	10	51-	510-
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	3.06	612-
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	2,800	2.6	728-
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	600	2.55	1530-
26	3	CONSTRUCTION FUNDING SIGN	EA	2	770-	1540-
27	15601	STREET NAME SIGN (CRS 816)	EA	10	380-	3800-

PROJECT

SUB-TOTAL:

ITEMS 1-27

One million forty one thousand four hundred seventy five dollars and zero cents "WORDS"

\$1,041,475.00

*NOTE: See Instructions to Bidders item 11 (Page A3 and A4). "Like Bid Item" requirement does not apply to this project.

**GAVILAN ROAD STRIPING – CAJALCO ROAD TO LAKE MATHEWS DRIVE
GAVILAN ROAD, SANTA ROSA MINE ROAD & LAKE MATHEWS DRIVE GUARDRAIL PROJECTS**

PROJECT No. C0-0510 & B5-0671

PROPOSAL

SCHEDULE B (GAVILAN ROAD, SANTA ROSA MINE ROAD, AND LAKE MATHEWS DRIVE GUARDRAIL):

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
28	066102	DUST ABATEMENT	LS	1	510-	510-
29	074020	WATER POLLUTION CONTROL	LS	1	510-	510-
30	170101	DEVELOP WATER SUPPLY	LS	1	255-	255-
31	120100	TRAFFIC CONTROL SYSTEM	LS	1	2300- 2,150-	21500-
32	160101	CLEARING AND GRUBBING	LS	1	255-	255-
33	190101	ROADWAY EXCAVATION	CY	300	70-	21000-
34	152370	RELOCATE MAILBOX	EA	1	255-	255-
35	260201	CLASS 2 AGGREGATE BASE	CY	130	85-	11050-
36	390130	HOT MIX ASPHALT	TON	200	101-	20200-
37	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	140	1.10	154-
38	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	1,600	1.10	1760-
39	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	306-	306-
40	190185	SHOULDER BACKING	LF	1,700	2.44	4148-
41	832012	METAL BEAM GUARD RAILING (7" WOOD POST)	LF	1,440	22-	31680-
42	832002	METAL BEAM GUARD RAILING (STEEL POST)	LF	390	32.40	12636-
43	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1	710-	710-
44	839539	TERMINAL SYSTEM (TYPE SKT)	EA	1	2940-	2940
45	839565	TERMINAL SYSTEM (TYPE SRT)	EA	6	2450-	14700-
46	820118	GUARD RAILING DELINEATOR	EA	90	20-	1800- 1800-
47	394050	RUMBLE STRIP	LF	3,400	87	2958-
48	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	200	3.06	612-
49	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	10,000	.61	6100-
50	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	7,800	.26	2028-
51	850102	PAVEMENT MARKER (REFLECTIVE)	EA	900	2.55	2295-
52	820107	DELINEATOR (CLASS 1)	EA	40	26.50	1060-

PROJECT

SUB-TOTAL:

ITEMS 28-52

one hundred sixty one thousand four hundred twenty \$161,422.00
two dollars and zero cents "WORDS"

PROJECT TOTAL

ITEMS 1-52

one million two hundred two thousand eight hundred \$1,202,897.00
ninety seven dollars and "WORDS"
16 zero cents

*NOTE: See Instructions to Bidders Item 11 (Page A3 and A4). "Like Bid Item" requirement does not apply to this project.

BIDDER DATA:

Name of Bidder All American Asphalt

Type of Organization Corporation

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

Mark Luer, Secretary, Robert Bradley, Vice President

Address P.O. Box 2229 Corona, CA 92878

Phone 951-736-7600

Contractor's License 267073
Type & Number

Expiration Date 1/31/12

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

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
^{KB} Blue Berm	APCO	Goshen, CA	283095
pulverize	Soil Stabilization	Orange, CA	866784
striping	al stripe	SUN city, CA	485387
rubble strip	pavement recycling systems	Riverside, CA	569352
MBR	Alcorn Fence	Riverside, CA	122954

Percent of work to be performed by sub-contractors: 13.1%

(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"

BIDDER DATA:

Name of Bidder All American Asphalt

Type of Organization Corporation

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

Address P.O. Box 2229 Corona, CA 92878

Phone 951-736-7600

Contractor's License 2107073
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>
-------------	----------------------	----------------	--------------------

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



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on September 6, 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

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

_____ 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 6th (day) of September (month),
2011 (year)
at Corona, California

Signature of affiant: Robert Bradley

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 6th day of September, 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 (.) (x)

(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 _____

Document Date: _____ Number of Pages: _____

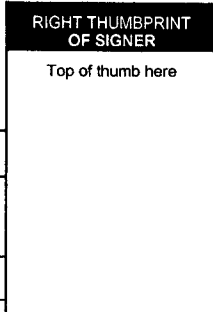
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

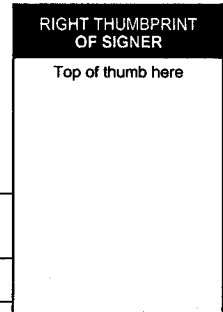
Signer is Representing: _____



Signer's Name: _____

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

Signer is Representing: _____



COPY

BID BOND

Recitals:

1. All American Asphalt "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for Road Rehabilitation and Safety Projects, Gavilan Road Resurfacing-Multiview Road to Hidalgo Road, * in accordance with a Notice Inviting Bids of County dated _____.

2. Fidelity and Deposit Company of Maryland a Maryland corporation, hereafter called "Surety" is the surety of this Bond.
* Project No. B8-0668 Gavilan Road Striping-Cajalco Road to Lake Mathews Drive Gavilan Road, Santa Rosa Mine Road & Lake Mathews Drive Guardrail Projects, Project No. C0-0510 & B5-0671

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: September 2, 2011

Fidelity and Deposit Company of Maryland

All American Asphalt

By Rebecca Haas Bates

By Robert Bradley

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

Title: Robert Bradley, Vice President
"Contractor"

See Attached

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: All signatures must be notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange



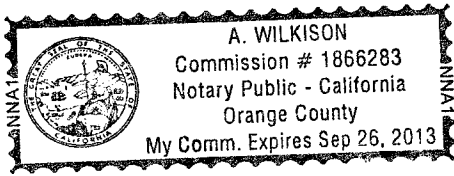
On 09/02/11 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

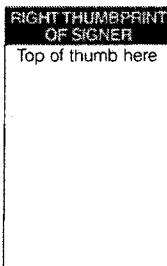
Document Date: 09/02/11 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

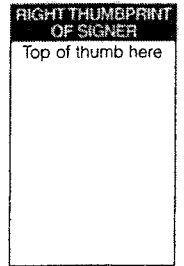
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

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

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Fidelity and Deposit Company of Maryland

(a member of Zurich Financial Services Ltd)
A.M. Best #: 000387 NAIC #: 39306 FEIN #: 133046577

Address: 1400 American Lane
Schaumburg, IL 60196-1056
UNITED STATES

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

Best's Ratings

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

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

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

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

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AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 07/15/2011 (represents the latest significant change).
 Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
 Data Status: 2011 Best's Statement File - P/C, US. Contains data compiled as of 9/10/2011 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.
 Data Status: Contains data compiled as of 9/10/2011 (Quality Cross Checked).

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.
 Data Status: 2010 Financial Data (Quality Cross Checked).

Financial and Analytical Products

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- [Best's Statement File - P/C, US](#)
- [Best's Statement File - Global](#)
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- [Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
- [Best's Schedule F \(Reinsurance\) - P/C, US](#)
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ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

THIS ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (hereinafter called the "Agreement") is made and entered into on this *01* day of *Nov.*, 2011, by and between **County of Riverside**, whose address is 3525 14th Street, Riverside, CA 92501 (hereinafter called "Owner"), **All American Asphalt**, whose address is P.O. Box 2229, Corona, CA 92878 (hereinafter called "Contractor"), and **Community Bank**, a California banking corporation, whose address is 505 E. Colorado Boulevard, Pasadena, California 91101 (hereinafter called "Escrow Agent").

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

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Construction Contract entered into between the Owner and the Contractor, for **Road Rehabilitation and Safety Projects; Gavilan Road Resurfacing-Multiview Road to Hildago Rd.; Gavilan Road Striping-Cajalco Rd. to Lake Matthews Drive; Gavilan Road, Santa Rosa Mine Road & Lake Matthews Drive Guardrail Projects** in the amount of **\$1,202,897.00** (hereinafter referred to as the "Contract"). Alternatively, **on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent.** When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and the Contractor. Securities shall be held in the name of **County of Riverside**, and shall designate the Contractor as the beneficial owner.

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

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

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

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.

6. The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to the Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by the Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. The Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections 5 to 8, inclusive, of this Agreement and the Owner and the Contractor shall hold the Escrow Agent harmless from the Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:

County of Riverside

Name: **Juan C. Perez**

Title: **Director of Transportation**

Signature: 

Address: 3525 14th Street
Riverside, CA 92501

On behalf of the Contractor:

All American Asphalt

Name: **Mark Luer**

Title: **President**

Signature: 

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

On behalf of the Escrow Agent:
COMMUNITY BANK

Name: **Leslie K. Buhl**

Title: **Vice President**

Signature: 

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

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

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

OWNER:

CONTRACTOR:

County of Riverside

All American Asphalt

Title: **Chairman, Board of Supervisors**

Title: **President**

Name: **JOHN TAVAGLIONE**

Name: **Mark Luer**

Signature: 

Signature: 

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHA L. VICTOR DATE: 1/5/12