

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

629A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
July 19, 2012

**SUBJECT:** FY 2011/2012 Slurry Seal Project at various locations in the 1st and 3rd Districts.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve two Addenda to the specifications and plans, issued prior to the May 30, 2012 bid opening.
2. Accept the low bid of American Asphalt South, Inc. of Fontana, CA in the amount of \$2,038,506.
3. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

Juan C. Perez  
Director of Transportation and Land Management

JCP:rrj:rr  
(Continued On Attached Pages)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 2,038,506	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

<b>SOURCE OF FUNDS:</b> ABX8 9 (GAS TAX MAR 2010) (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
There are no General Funds used in this project.	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE  
BY:   
Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit 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:** July 31, 2012  
**xc:** Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.** 5/01/12, Item 3.27 **District:** 1<sup>st</sup>/1<sup>st</sup> & 3<sup>rd</sup>/3<sup>rd</sup> **Agenda Number:**

**3.71**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHAL L. VICTOR  
DATE: 7/12/12  
Departmental Concurrence

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

The Honorable Board of Supervisors

RE: FY 2011/2012 Slurry Seal Project at various locations in the 1<sup>st</sup> and 3<sup>rd</sup> Districts.

July 19, 2012

Page 2 of 2

4. Approve the project's proposed budget as shown on Attachment "A".

**BACKGROUND:** By Minute Order dated May 1, 2012 (Agenda Item 3.27) the Board authorized the Clerk of the Board to advertise for the Slurry Seal Project for Fiscal Year 2011/2012. This is a regular preventative maintenance project performed to extend the pavement life of various roads in Riverside County. To be more efficient, this year the slurry seal program has been divided into two parts, Spring Group A and Summer Group B. This second part, Summer Group B, will include various streets located within the 1<sup>st</sup> and 3<sup>rd</sup> Districts which are included in this award package. Construction for Group B is expected from August through October.

The first part, Spring Group A, included locations in 4<sup>th</sup> and 5<sup>th</sup> Districts and is currently under construction.

The specific project roads for Summer Group B are listed in Attachment "1".

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

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 30, 2012. Eight bids were received, ranging from \$2,038,506 to \$2,543,495.

The lowest responsive and responsible bid was submitted by American Asphalt South, Inc. of Fontana, CA for \$2,038,506, which was 0.1% below the engineer's estimate of \$2,040,000.

The contractor is qualified.

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

Project Numbers: C2-0006 and C2-0008

## Form 11 Attachment

### Contract/Lease/Purchase Summary Data

**Contract (for Services)**

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

**Lease**

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

**Purchase (for Materials)**

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP=s Only)

<b>User Department:</b>	Transportation Department
-------------------------	---------------------------

N/A

<b>Vendor/Lessor Name:</b>	American Asphalt South, Inc.
<b>Vendor/Lessor Location:</b>	Fontana, CA

**Minority Status:**

M    W    DV    None

**Local Preference Applied:**    Yes    No    N/A

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

**Local Preference FYTD: Cost \$**

**# of Orders**

**Applicable Board Policy #**

**Comments:**

**RFQ/RFP Process:**

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

**Bidding Process:**

Bid Range:                               \$ 2,038,506.50 to \$2,543,495.00  
Local Bid Range:                               N/A  
Responsive and  
Responsible Bid Range:   \$ 2,038,506.50 to \$2,543,495.00

Note: Selection of low bid based on the sum of all bid schedules, whether or not all bid schedules are awarded.

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

# Attachment "A"

Riverside County Transportation Department

<b>Project:</b>	<b>SLURRY SEAL PROJECT - FY 2011/2012 - GROUP B - UPDATED WITH AAS UNIT PRICES</b>		
<b>Project No.(s):</b>	1ST DISTRICT - WO C2-0006 3RD DISTRICT - WO C2-0008	Expenses as of: 6/6/2012	

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	64	500	1,000	1,000	1,000
Design	18,551	4,000	23,000	27,000	23,000
Right-of-way					
Utilities					
Construction		2,038,507	2,141,000	1,051,000	2,141,000
Construction Contingency 5.0%		102,000			
Construction Engineering & Inspection 7.4%	5,846	144,154	150,000	85,000	150,000
Construction Survey 1.0%		20,000	20,000	12,000	20,000
<b>Totals:</b>	<b>24,461</b>	<b>2,309,161</b>	<b>2,335,000</b>	<b>1,176,000</b>	<b>2,335,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
221	ABX8 9 (GAS TAX MAR 2010)	1,176,000	2,335,000
		x	
		x	x
<b>Totals</b>		<b>1,176,000</b>	<b>2,335,000</b>

### Comments

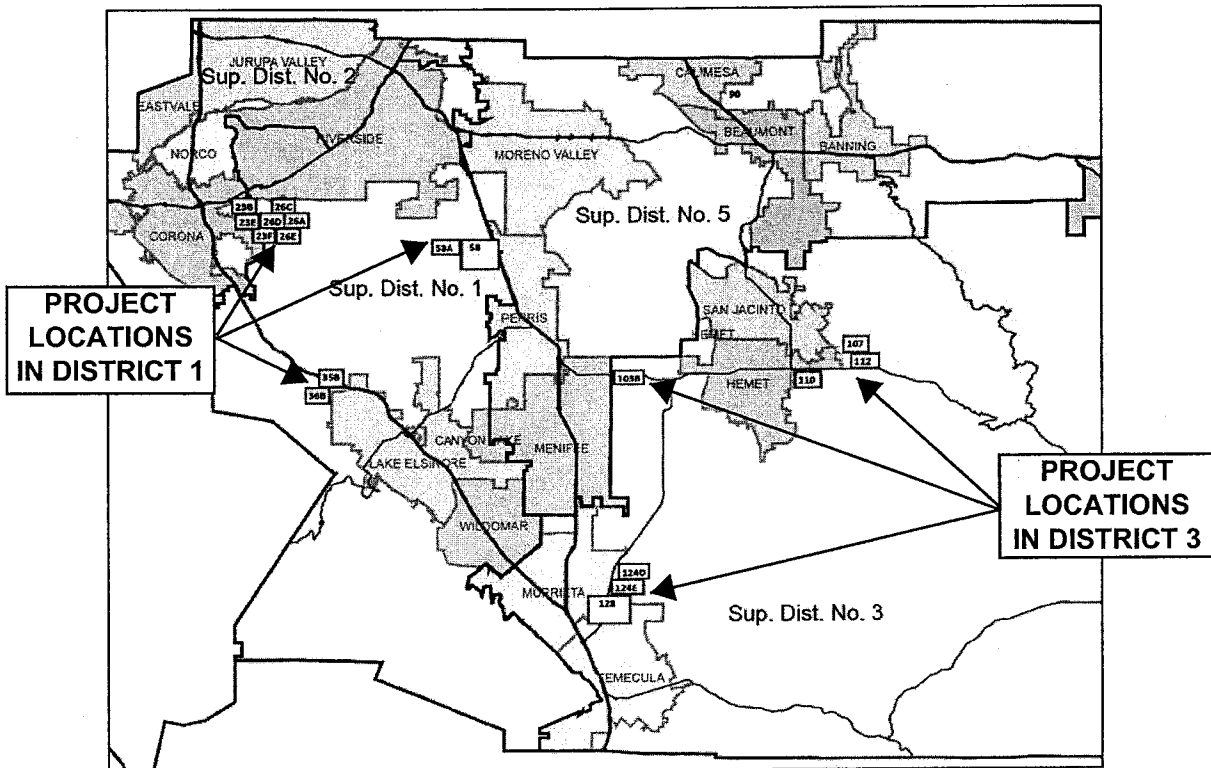
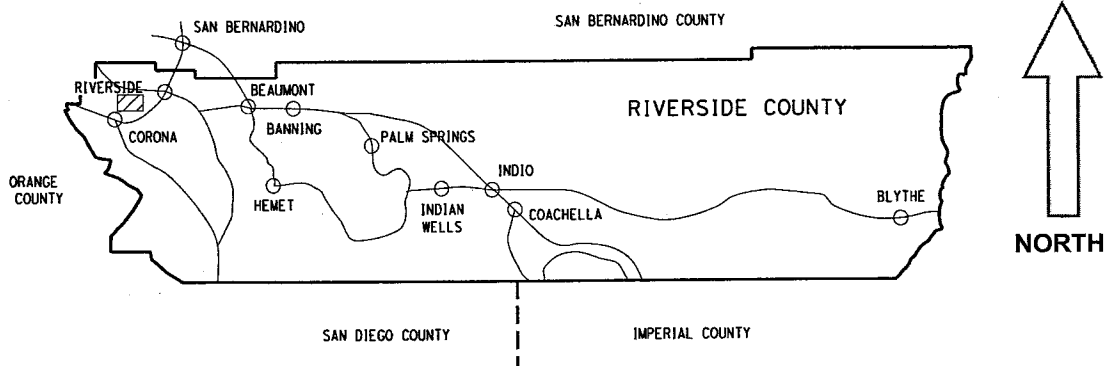
CONSTRUCTION COST BASED ON AMERICAN ASPHALT SOUTH BID ON MAY 30, 2012.

# COUNTY OF RIVERSIDE

## SLURRY SEAL PROJECT

DISTRICT 1 & DISTRICT 3

FOR FISCAL YEAR 2011/2012



**xxx** ROAD BOOK PAGE NUMBERS ON MAP INDICATE PROJECT LOCATIONS  
(SEE PLANS FOR A COMPLETE LIST OF STREETS)

VICINITY MAP
SCALE NONE
EXHIBIT "A"

**SLURRY SEAL PROJECT**  
**DISTRICT 1 & DISTRICT 3**  
**FOR FISCAL YEAR 2011/2012**

# ATTACHMENT "1"

RD BK PAGE	SUPV DIST.	MAINT DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.	
				From	To					
<b>SLURRY SEAL TYPE 1 over SCRUB SEAL (SIS)</b>										
23	B	1	11	COOL BREEZE CT	MOUNTAIN MIST ST	651' NE MOUNTAIN MIST ST	651	32	2,430	SIS
23	B	1	11	EAST PEAK CT	MOUNTAIN MIST ST	576' W MOUNTAIN MIST ST	576	32	2,150	SIS
23	B	1	11	MOUNTAIN MIST ST	LAKEPOINTE DR	SUN SUMMIT DR	1,047	36	4,397	SIS
23	B	1	11	STONEHILL CT	MOUNTAIN MIST ST	359' SE MOUNTAIN MIST ST	359	32	1,340	SIS
26	D	1	11	CREEKSIDE RD	LAKE KNOLL PKWY / S	LAKE KNOLL PKWY / N	655	41	3,133	SIS
26	D	1	11	CRESTLAKE LN	LAKE KNOLL PKWY	315' N LAKE KNOLL PKWY	315	29	1,066	SIS
26	D	1	11	LAKE KNOLL PKWY	CREEKSIDE RD / N	CREEKSIDE RD / S	2,316	33	8,917	SIS
26	D	1	11	LAKE KNOLL PKWY	CREEKSIDE RD / S	LA SIERRA AVE	4,156	41	19,880	SIS
26	D	1	11	LAKEPOINTE DR	LAKE KNOLL PKWY	CANYON CREEK CIR	697	41	3,334	SIS
26	D	1	11	RAINY VALE AVE	WINDCREEK CIR	389' S WINDCREEK CIR	389	29	1,316	SIS
26	D	1	11	WINDCREEK CIR	LAKE KNOLL PKWY	556' NW LAKE KNOLL PKWY	556	33	2,141	SIS
26	D	1	11	WINTERBROOK CIR	LAKEPOINTE DR	405' NW LAKEPOINTE DR	405	29	1,370	SIS
26	E	1	11	COLD SPRING CIR	LAKEPOINTE DR	849' SE LAKEPOINTE DR	849	36	3,566	SIS
35	B	1	11	COLT DR	EDGEBROOK DR	PRAIRESTONE DR	2,946	36	12,373	SIS
35	B	1	11	COLT DR	PRAIRESTONE DR	HORSETHIEF CANYON RD / N	1,030	36	4,326	SIS
58		1	14	AVENUE C	CABLE LN	310' W CABLE LN	310	40	1,447	SIS
58		1	14	AVENUE D	RAVENWOOD DR	308' W RAVENWOOD DR	308	40	1,437	SIS
58		1	14	BROOKSIDE WAY	CABLE LN	409' NW CABLE LN	409	36	1,718	SIS
58		1	14	CABLE LN	RAVENWOOD DR / S	MARKHAM ST	4,119	39	18,741	SIS
58		1	14	HEARTWOOD DR	CABLE LN	860' S CABLE LN	860	36	3,612	SIS
58		1	14	RAVENWOOD DR	CABLE LN / S	CABLE LN / N	1,829	40	8,535	SIS
58		1	14	SPRINGWOOD LN	CABLE LN	518' S CABLE LN	518	40	2,417	SIS
107	A	3	15	BARNETT DR	BALLEW WAY	EDITH WY	850	33	3,273	SIS
107	A	3	15	PEACE CIR	BARNETT DR	305' E BARNETT DR	305	29	1,032	SIS
107	A	3	15	RILEY CIR	BARNETT DR	304' E BARNETT DR	304	29	1,029	SIS
107		3	15	AQUATIC WAY	SEAL ROCK CT	MASONIC DR	236	36	991	SIS
107		3	15	BATTERY CT	BERKLEY AVE	463' S BERKLEY AVE	463	36	1,945	SIS
107		3	15	BERKLEY AVE	LAKE ST	106' W WAGNER WAY	1,471	36	6,178	SIS
107		3	15	BERKLEY AVE	106' W WAGNER WAY	WAGNER WAY	106	36	445	SIS
107		3	15	CHARLTON AVE	639' W RAMONA EXPY	LAKE ST	1,505	20	3,512	SIS
107		3	15	CHARLTON AVE	RAMONA EXPY	639' W RAMONA EXPY	639	41	3,057	SIS
107		3	15	LAGUNA HONDA RD	VICTORIAN DR	WOODSIDE CT	698	32	2,606	SIS
107		3	15	MASONIC DR	AQUATIC WAY	STEINER DR	1,060	36	4,452	SIS
107		3	15	SANSOME ST	CHARLTON AVE	BERKLEY AVE	1,275	36	5,355	SIS
107		3	15	SEAL ROCK CT	LAKE ST	1128' E LAKE ST	1,128	36	4,738	SIS
107		3	15	STEINER DR	MASONIC DR	CHARLTON AVE	1,562	36	6,560	SIS
107		3	15	TELEGRAPH HILL CT	VICTORIAN DR	418' S VICTORIAN DR	418	32	1,561	SIS
107		3	15	TURK CT	SANSOME ST	179' E SANSOME ST	179	32	668	SIS
107		3	15	VICTORIAN DR	BATTERY CT	STEINER DR	744	36	3,125	SIS
107		3	15	WOODSIDE CT	LAGUNA HONDA RD	456' W LAGUNA HONDA RD	456	32	1,702	SIS
110		3	15	JACKIE DR	ROYAL CIR	1169' S POPPY DR	108	33	416	SIS
110		3	15	JACKIE DR	1169' S POPPY DR	1512' S POPPY DR	343	33	1,321	SIS
110		3	15	SHAROSE DR	JACKIE DR	GIRARD ST	470	33	1,810	SIS
112	A	3	15	AULD ST	BABCOCK AVE	CHARLTON AVE	1,123	37	4,848	SIS
112	A	3	15	BABCOCK AVE	AULD ST	1090' E AULD ST	1,090	37	4,705	SIS
112	A	3	15	BALLEW WAY	HOWARD DR	CHICAGO AVE	854	33	3,288	SIS
112	A	3	15	BELLVIEW ST	BABCOCK AVE	PARKWAY AVE	912	33	3,511	SIS
112	A	3	15	BENJAMIN ST	WAGNER WAY	424' E WAGNER WAY	424	34	1,682	SIS

SLURRY SEAL PROGRAM - DISTRICT 1 AND DISTRICT 3 - FY 2011/2012

# ATTACHMENT "1"

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.	
				From	To					
112	A	3	15	BROWCA ST	OLIVE AVE	1164' S OLIVE AVE	1,164	33	4,481	SIS
112	A	3	15	CHRISTOPHER CT	PALM AVE	400' S PALM AVE	400	29	1,353	SIS
112	A	3	15	DRUMMOND ST	PALM AVE	OLIVE AVE	1,284	28	4,194	SIS
112	A	3	15	ERMA CT	CHARLTON AVE	BENJAMIN ST	228	37	984	SIS
112	A	3	15	ETNA CT	BELLVIEW ST	154' E BELLVIEW ST	154	29	521	SIS
112	A	3	15	MARLENE ST	HOWARD DR	NOLA ST	691	33	2,660	SIS
112	A	3	15	MARTA CT	PALM AVE	404' S PALM AVE	404	29	1,367	SIS
112	A	3	15	MOONLIGHTING DR	WANDA LN	309' E WANDA LN	309	33	1,190	SIS
112	A	3	15	NEWMAN AVE	WAGNER WAY	123' E WAGNER WAY	123	31	445	SIS
112	A	3	15	NOLA ST	HOWARD DR	MARLENE ST	948	33	3,650	SIS
112	A	3	15	OLIVE AVE	150' W HOWARD DR	FAIRVIEW AVE	3,691	39	16,794	SIS
112	A	3	15	OSSIPEE ST	BROWCA ST	DRUMMOND ST	136	33	524	SIS
112	A	3	15	PARKWAY AVE	AULD ST	BELLVIEW ST	487	33	1,875	SIS
112	A	3	15	QUINCY CT	WAGNER WAY	223' E WAGNER WAY	223	29	754	SIS
112	A	3	15	ROCKFORD ST	BABCOCK AVE	PARKWAY AVE	839	33	3,230	SIS
112	A	3	15	SAMPSON CT	ROCKFORD ST	121' E ROCKFORD ST	121	29	409	SIS
112	A	3	15	SANDY CT	ROCKFORD ST	215' E ROCKFORD ST	215	29	727	SIS
112	A	3	15	SHALER ST	LINCOLN AVE	BABCOCK AVE	130	37	561	SIS
112	A	3	15	WAGNER WAY	BENJAMIN ST	BERKLEY AVE	1,003	37	4,330	SIS
112	A	3	15	WANDA LN	PALM AVE	650' N OLIVE AVE	1,977	33	7,611	SIS
						<b>TOTAL SLURRY SEAL TYPE 1 over SCRUB SEAL</b>	<b>58,550</b>	<b>LF</b>	<b>241,116</b>	<b>SY</b>
<b>SLURRY SEAL TYPE 2 (SS2)</b>										
26	D	1	11	LAKEPOINTE DR	CROWN CREEK CIR	COLD SPRING CIR	455	41	2,176	SS2
26	E	1	11	LAKE CREST DR	LAKEPOINTE DR	LA SIERRA AVE	726	61	5,167	SS2
26	E	1	11	LAKEPOINTE DR	615' SE MEADOW MIST CT	339' S STAR CANYON CT	1,673	40	7,807	SS2
26	E	1	11	LAKEPOINTE DR	339' S STAR CANYON CT	225' N REGENCY CIR	1,886	40	8,801	SS2
26	E	1	11	LAKEPOINTE DR	COLD SPRING CIR	LAKE CREST DR	1,778	41	8,505	SS2
26	E	1	11	LAKEPOINTE DR	LAKE CREST DR	615' SE MEADOW MIST CT	2,308	40	10,771	SS2
36	B	1	11	HORSETHIEF CANYON RD	PLACID HILL DR	MOUNTAIN RD / S	1,966	60	13,762	SS2
36	B	1	11	MOUNTAIN RD	HORSETHIEF CANYON RD / N	INDIAN CREEK DR	988	60	6,916	SS2
36	B	1	11	MOUNTAIN RD	INDIAN CREEK DR	MOUNTAIN RD / S	6,677	40	31,159	SS2
36	B	1	11	MOUNTAIN RD	MOUNTAIN RD / S	HIDDEN CREEK DR	800	40	3,733	SS2
58		1	14	HARVILL AVE	MARKHAM ST	MARTIN ST	3,041	72	25,544	SS2
58		1	14	HARVILL AVE	MARTIN ST	CAJALCO EXPY	1,314	72	11,038	SS2
58		1	14	MARTIN ST	HARVILL ST	SEATON AVE	1,281	26	3,886	SS2
58		1	14	SEATON AVE	CAJALCO RD	MARTIN ST	2,598	39	11,821	SS2
107	A	3	15	CEDAR AVE	310' E MOUNTAIN AVE	RAMONA EXPY	760	42	3,724	SS2
						<b>TOTAL SLURRY SEAL TYPE 2</b>	<b>28,251</b>	<b>LF</b>	<b>154,810</b>	<b>SY</b>

SLURRY SEAL PROGRAM - DISTRICT 1 AND DISTRICT 3 - FY 2011/2012

# ATTACHMENT "1"

RD BK PAGE	SUPV DIST	MAINT DIST	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC	
				From	To					
<b>SEURRY SEAL TYPE 1 (SS1)</b>										
23	B	1	11	BLOSSOM TIME CT	EAST SUN CANYON ST	646' N EAST SUN CANYON ST	646	32	2,412	SS1
23	B	1	11	BLUE HAVEN CT	LAKEPOINTE DR	591' N LAKEPOINTE DR	591	32	2,206	SS1
23	B	1	11	BRIGHT MORNING CT	SUN SUMMIT DR	162' N SUN SUMMIT DR	162	30	567	SS1
23	B	1	11	COUSINS CIR	HIDDEN COVE DR	121' N HIDDEN COVE DR	121	32	452	SS1
23	B	1	11	CRESCENT MOON CT	SUN SUMMIT DR	312' NE SUN SUMMIT DR	312	32	1,165	SS1
23	B	1	11	EAST SUN CANYON ST	BLOSSOM TIME CT	LAKEPOINTE DR	969	36	4,070	SS1
23	B	1	11	FAIR RIDGE CT	SUN SUMMIT DR	353' N SUN SUMMIT DR	353	32	1,318	SS1
23	B	1	11	GREEN LEAF CT	EAST SUN CANYON ST	384' N EAST SUN CANYON ST	384	32	1,434	SS1
23	B	1	11	HIDDEN COVE DR	WEST SUN CANYON ST	SANDY CREEK DR	606	32	2,262	SS1
23	B	1	11	HIGH BLUFF CT	SUN SUMMIT DR	382' S SUN SUMMIT DR	382	32	1,426	SS1
23	B	1	11	HIGH BLUFF CT	SUN SUMMIT DR	295' N SUN SUMMIT DR	295	32	1,101	SS1
23	B	1	11	MOON BEAM LN	WEST SUN CANYON ST	TWILIGHT CIR	152	32	567	SS1
23	B	1	11	MOON BOW CT	SUN SUMMIT DR	227' NE SUN SUMMIT DR	227	28	742	SS1
23	B	1	11	SANDY CREEK DR	HIDDEN COVE DR	WEST SUN CANYON ST	432	32	1,613	SS1
23	B	1	11	SETTING SUN CIR	LAKEPOINTE DR	613' N LAKEPOINTE DR	613	32	2,289	SS1
23	B	1	11	SUN RAY CT	LAKEPOINTE DR	124' N LAKEPOINTE DR	124	32	463	SS1
23	B	1	11	SUN SUMMIT DR	195' NW MOUNTAIN MIST ST	MOUNTAIN MIST ST	195	36	819	SS1
23	B	1	11	SUN SUMMIT DR	LAKEPOINTE DR / NW	195' NW MOUNTAIN MIST ST	2,026	36	8,509	SS1
23	B	1	11	TWILIGHT CIR	296' N MOON BEAM LN	445' S MOON BEAM LN	741	32	2,766	SS1
23	B	1	11	WEST SUN CANYON ST	LAKEPOINTE DR	BLOSSOM TIME CT	1,775	36	7,455	SS1
23	E	1	11	RED SKY CT	SUN SUMMIT DR	114' NE SUN SUMMIT DR	114	32	426	SS1
23	E	1	11	SUN SUMMIT DR	MOUNTAIN MIST ST	LAKEPOINTE DR / SE	1,950	36	8,190	SS1
26	A	1	11	CANYONWIND RD	MCALLISTER ST	TREETOP LN	3,328	40	15,531	SS1
26	A	1	11	MAPLEGROVE CT	WILDFLOWER LN	368' S WILDFLOWER LN	368	32	1,374	SS1
26	A	1	11	TIGER LILLY WAY	WILDFLOWER LN	MCALLISTER ST	704	36	2,957	SS1
26	A	1	11	TREETOP LN	250' N TULIP TREE CIR	CANYONWIND RD	590	40	2,753	SS1
26	A	1	11	TULIP TREE CIR	TREETOP LN	1055' W TREETOP LN	1,055	32	3,939	SS1
26	A	1	11	WEeping WILLOW DR	CANYONWIND RD	WILDFLOWER LN	1,565	36	6,573	SS1
26	A	1	11	WILDFLOWER LN	905' E BRIGHTRIDGE LN	TIGER LILLY WAY	942	36	3,956	SS1
26	B	1	11	KNOLLBROOK PL	SUMMER SPRINGS WAY	393' SW SUMMER SPRINGS WAY	393	29	1,330	SS1
26	B	1	11	SUMMER SPRINGS WAY	LAKE KNOLL PKWY	852' NW LAKE KNOLL PKWY	852	33	3,280	SS1
26	C	1	11	COUNTRY HILLS LN	ORANGEWIND LN	PRAED ST	735	32	2,744	SS1
26	C	1	11	ORCHARD VIEW LN	LA SIERRA AVE	PRAED ST	3,628	40	16,931	SS1
26	C	1	11	PRAED ST	BRIGHTRIDGE LN	109' W BRIGHTRIDGE LN	109	40	509	SS1
26	C	1	11	PRAED ST	109' W BRIGHTRIDGE LN	214' NW SUNGROVE CIR	1,646	40	7,681	SS1
26	C	1	11	PRAED ST	214' NW SUNGROVE CIR	MCALLISTER PKWY	1,118	39	5,087	SS1
26	D	1	11	CANYON CREEK CIR	LAKEPOINTE DR	413' E LAKEPOINTE DR	413	37	1,783	SS1
26	D	1	11	CLEAR SPRINGS WAY	ROCKY CREEK DR	228' E ROCKY CREEK DR	228	29	771	SS1
26	D	1	11	CROWN CREEK CIR	LAKEPOINTE DR	198' E LAKEPOINTE DR	198	33	762	SS1
26	D	1	11	LAKEPOINTE DR	CANYON CREEK CIR	CROWN CREEK CIR	1,415	41	6,768	SS1
26	D	1	11	NORTHLAKE ST	ROCKY CREEK DR	214' E ROCKY CREEK DR	214	29	724	SS1
26	D	1	11	ROCKY CREEK DR	LAKE KNOLL PKWY	CLEAR SPRINGS WAY	540	33	2,079	SS1
26	D	1	11	WHISPERING BROOK WAY	LAKEPOINTE DR	542' E LAKEPOINTE DR	542	37	2,340	SS1
26	E	1	11	BLUE WATER CT	LAKEPOINTE DR	234' NE LAKEPOINTE DR	234	36	983	SS1
26	E	1	11	DOVEHILL DR	LAKEPOINTE DR	ROSY SKY CIR	422	36	1,772	SS1
26	E	1	11	EMERALD LAKE CT	ROSY SKY CIR	263' SW ROSY SKY CIR	263	36	1,105	SS1
26	E	1	11	LYME CT	MONTAUK CIR	163' E MONTAUK CIR	163	36	685	SS1
26	E	1	11	MEADOW MIST CT	LAKEPOINTE DR	267' NE LAKEPOINTE DR	267	36	1,121	SS1
26	E	1	11	MEADOW ROCK DR	184' SE SCENIC RIDGE DR	572' NW SCENIC RIDGE DR	756	36	3,175	SS1
26	E	1	11	MONTAUK CIR	LAKEPOINTE DR	527' SE LAKEPOINTE DR	527	36	2,213	SS1

SLURRY SEAL PROGRAM - DISTRICT 1 AND DISTRICT 3 - FY 2011/2012



# ATTACHMENT "1"

RD BK PAGE	SUPV DIST	MAINT DIST	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ.YD)	WORK DESC	
				From	To					
26	E	1	11	MORNING SUN CT	LAKEPOINTE DR	576' NE LAKEPOINTE DR	576	37	2,486	SS1
26	E	1	11	MOUNTAIN CT	LAKEPOINTE DR	692' NE LAKEPOINTE DR	692	36	2,906	SS1
26	E	1	11	REGENCY CIR	LAKEPOINTE DR	202' SW LAKEPOINTE DR	202	36	848	SS1
26	E	1	11	ROCKY VISTA CT	MEADOW ROCK DR	218' SW MEADOW ROCK DR	218	36	916	SS1
26	E	1	11	ROSY SKY CIR	SUN LAKE TER	793' NW SUN LAKE TER	793	36	3,331	SS1
26	E	1	11	SCENIC RIDGE DR	LAKEPOINTE DR	MEADOW ROCK DR	168	36	706	SS1
26	E	1	11	SPRING HILL WAY	SPRING PARK PL	SPRING VIEW LN	285	36	1,197	SS1
26	E	1	11	SPRING PARK PL	SPRING HILL WAY	LAKEPOINTE DR	155	36	651	SS1
26	E	1	11	SPRING VIEW CT	LAKEPOINTE DR	383' E LAKEPOINTE DR	383	36	1,609	SS1
26	E	1	11	SPRING VIEW LN	SPRING HILL WAY	514' S SPRING HILL WAY	514	36	2,159	SS1
26	E	1	11	STAR CANYON CT	LAKEPOINTE DR	773' NE LAKEPOINTE DR	773	36	3,247	SS1
26	E	1	11	STREAMSIDE LN	SPRING VIEW CT	622' S SPRING VIEW CT	622	36	2,612	SS1
26	E	1	11	SUN LAKE TER	LAKEPOINTE DR	894' NE LAKEPOINTE DR	894	36	3,755	SS1
35	B	1	11	ABBNEYWOOD DR	EAGLE RUN ST	162' E EAGLE RUN ST	162	36	680	SS1
35	B	1	11	ALTAMAR CIR	EAGLE RUN ST	162' E EAGLE RUN ST	162	36	680	SS1
35	B	1	11	ALTYRA CT	EAGLE RUN ST	147' E EAGLE RUN ST	147	36	617	SS1
35	B	1	11	BLACK HORSE CIR	BROKEN BIT CIR	1957' SW BROKEN BIT CIR	1,957	36	8,219	SS1
35	B	1	11	BOBCAT DR	DAYBREAK DR	KICKING HORSE DR	476	36	1,999	SS1
35	B	1	11	BOSLEY LN	HORSETHIEF CANYON RD	970' W HORSETHIEF CANYON RD	970	36	4,074	SS1
35	B	1	11	BROKEN BIT CIR	COLT DR	1065' W COLT DR	1,065	36	4,473	SS1
35	B	1	11	CARAVAN CIR	KICKING HORSE DR	518' S KICKING HORSE DR	518	36	2,176	SS1
35	B	1	11	CLOUDBURST DR	HORSETHIEF CANYON RD	DAYBREAK DR	743	36	3,121	SS1
35	B	1	11	CRYSTAL SPRINGS DR	LIGHTFOOT DR	DAYBREAK DR	628	36	2,638	SS1
35	B	1	11	DAYBREAK DR	GREEN MOUNTAIN DR	BOBCAT DR	827	36	3,473	SS1
35	B	1	11	DRY FALLS DR	BOBCAT DR	CARAVAN CIR	626	36	2,629	SS1
35	B	1	11	EAGLE RUN ST	ABBNEYWOOD DR	INDIAN CREEK DR	1,157	36	4,859	SS1
35	B	1	11	EMPTY SADDLE CT	COLT DR	691' W COLT DR	691	36	2,902	SS1
35	B	1	11	FILLY CT	GELDING CT	203' S GELDING CT	203	28	663	SS1
35	B	1	11	GELDING CT	COLT DR	402' W COLT DR	402	28	1,313	SS1
35	B	1	11	GLANDT CT	COLT DR	309' E COLT DR	309	28	1,009	SS1
35	B	1	11	GOLD DUST CT	LAZY BROOK DR	173' S LAZY BROOK DR	173	36	727	SS1
35	B	1	11	GREEN MOUNTAIN DR	EAGLE RUN ST	LIGHTFOOT DR	849	36	3,566	SS1
35	B	1	11	HITCHING RAIL CT	COLT DR	514' E COLT DR	514	36	2,159	SS1
35	B	1	11	KESTRAL DR	HORSETHIEF CANYON RD	KICKING HORSE DR	226	36	949	SS1
35	B	1	11	KICKING HORSE DR	BOBCAT DR	CARAVAN CIR	934	36	3,923	SS1
35	B	1	11	LAZY BROOK DR	LIGHTFOOT DR	BLACK DEER DR	595	36	2,499	SS1
35	B	1	11	LIGHTFOOT DR	CRYSTAL SPRINGS DR	BLACK DEER DR	1,113	36	4,675	SS1
35	B	1	11	LONE STALLION LN	HORSETHIEF CANYON RD	COLT DR	629	36	2,642	SS1
35	B	1	11	LOST TRAIL CT	COLT DR	450' E COLT DR	450	36	1,890	SS1
35	B	1	11	OUTLAW CIR	COLT DR	465' E COLT DR	465	32	1,736	SS1
35	B	1	11	PRAIRESTONE DR	COLT DR	HORSETHIEF CANYON RD	532	36	2,234	SS1
35	B	1	11	PRICKLEY PEAR CT	OUTLAW CIR	184' S OUTLAW CIR	184	28	601	SS1
35	B	1	11	RAPID FALLS CT	LOST TRAIL CT	231' N LOST TRAIL CT	231	36	970	SS1
35	B	1	11	RED CORRAL DR	SPOTTED PONY DR	BLACK HORSE CIR	455	36	1,911	SS1
35	B	1	11	RICH SPRINGS WAY	SPOTTED PONY DR	BLACK HORSE CIR	462	36	1,940	SS1
35	B	1	11	SPOTTED PONY DR	WATERWHEEL DR	RED CORRAL DR	592	36	2,486	SS1
35	B	1	11	SPUR BRANCH CIR	COLT DR	552' E COLT DR	552	36	2,318	SS1
35	B	1	11	THICKET PL	COLT DR	462' W COLT DR	462	28	1,509	SS1
35	B	1	11	WATERWHEEL DR	BLACK HORSE CIR	578' W BLACK HORSE CIR	578	36	2,428	SS1
36	B	1	11	ADELANTO DR	GLEN CANYON DR	PALOMINO CREEK DR	602	36	2,528	SS1
36	B	1	11	ALMONDWOOD DR	PALOMINO CREEK DR	FALLING STAR DR	266	36	1,117	SS1
36	B	1	11	BLACK DEER DR	LIGHTFOOT DR	LAZY BROOK DR	895	36	3,759	SS1
36	B	1	11	BUCKING BAY DR	FALLING STAR DR	540' N FALLING STAR DR	540	36	2,268	SS1
36	B	1	11	COWPOKE CT	ROAN CT	227' N ROAN CT	227	28	742	SS1
36	B	1	11	DAWNVIEW CT	PALOMINO CREEK DR	157' S PALOMINO CREEK DR	157	36	659	SS1

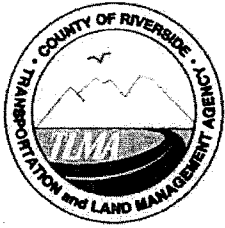
SLURRY SEAL PROGRAM - DISTRICT 1 AND DISTRICT 3 - FY 2011/2012

# ATTACHMENT "1"

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC	
				From	To					
36	B	1	11	FALLING STAR DR	ALMONDWOOD DR	BUCKING BAY DR	424	36	1,781	SS1
36	B	1	11	FEATHERHILL DR	PALOMINO CREEK DR	GLEN CANYON DR	429	36	1,802	SS1
36	B	1	11	FESCUE CT	COLT DR	498' W COLT DR	498	28	1,627	SS1
36	B	1	11	GLEN CANYON DR	FEATHERHILL DR	ADELANTO DR	521	36	2,188	SS1
36	B	1	11	HAYSTACK DR	MOUNTAIN RD	BLACK DEER DR	185	36	777	SS1
36	B	1	11	INDIAN CREEK DR	MOUNTAIN RD	PALOMINO CREEK DR	453	36	1,903	SS1
36	B	1	11	LASSO CIR	FESCUE CT	287' N FESCUE CT	287	28	938	SS1
36	B	1	11	LUCKY SPUR LN	HORSETHIEF CANYON RD	COLT DR	600	36	2,520	SS1
36	B	1	11	MEW CIR	COLT DR	397' W COLT DR	397	28	1,297	SS1
36	B	1	11	PALOMINO CREEK DR	INDIAN CREEK DR	129' W FEATHERHILL DR	664	36	2,789	SS1
36	B	1	11	ROAN CIR	COLT DR	444' E COLT DR	444	28	1,450	SS1
58	A	1	14	CASTLEROCK TRL	WINDSTONE WAY	480' N WINDSTONE WAY	480	36	2,016	SS1
58	A	1	14	DAWES ST	SUMMERWIND TRL	132' W SUMMERWIND TRL	132	36	554	SS1
58	A	1	14	FOXWOOD CT	CASTLEROCK TRL	326' E CASTLEROCK TRL	326	32	1,217	SS1
58	A	1	14	SUMMERWIND TRL	WINDSTONE WAY	739' N WINDSTONE WAY	739	36	3,104	SS1
58	A	1	14	WINDSTONE WAY	959' E CLARK ST	SUMMERWIND TRL	158	36	664	SS1
58	A	1	14	WINDSTONE WAY	CLARK ST	959' E CLARK ST	959	36	4,028	SS1
58	A	1	14	WINTER ROCK CT	WINDSTONE WAY	278' N WINDSTONE WAY	278	32	1,038	SS1
107		3	15	MOUNTAIN AVE	CEDAR AVE	747' W CEDAR AVE	747	36	3,137	SS1
110		3	15	JACKIE DR	POPPY DR	ROYAL CIR	1,061	33	4,085	SS1
110		3	15	LOCKHART LN	JACKIE DR	368' E JACKIE DR	368	29	1,245	SS1
110		3	15	MARSHA CT	JACKIE DR	355' E JACKIE DR	355	29	1,201	SS1
110		3	15	ROYAL CIR	JACKIE DR	368' E JACKIE DR	368	29	1,245	SS1
122	C	3	12	AGONIS WAY	WINTERSWEET LN	KALE LN	668	36	2,806	SS1
122	C	3	12	CHINABERRY DR	SAFFLOWER ST	446' SW SAFFLOWER ST	446	36	1,873	SS1
122	C	3	12	CHINABERRY DR	446' SW SAFFLOWER ST	1057' SW SAFFLOWER ST	611	36	2,566	SS1
122	C	3	12	COTTONWOOD RD	CHINABERRY DR	WASHINGTON ST	1,699	36	7,136	SS1
122	C	3	12	DALEA RD	OLEA RD	COTTONWOOD RD	596	36	2,503	SS1
122	C	3	12	FOXBERY RD	OLEA RD	COTTONWOOD RD	629	36	2,642	SS1
122	C	3	12	KALE LN	WINTERSWEET LN	ABELIA ST	971	36	4,078	SS1
122	C	3	12	MYRTLE CT	COTTONWOOD RD	174' SW COTTONWOOD RD	174	36	731	SS1
122	C	3	12	OLEA RD	CHINABERRY DR	SAFFLOWER ST	666	36	2,797	SS1
122	C	3	12	SAFFLOWER ST	COTTONWOOD RD	CHINABERRY DR	1,501	36	6,304	SS1
122	C	3	12	SAFFLOWER ST	CHINABERRY DR	ABELIA ST	1,303	36	5,473	SS1
122	C	3	12	SAGEBRUSH LN	SAFFLOWER ST	SOURWOOD WAY	426	36	1,789	SS1
122	C	3	12	SALVIA CIR	SAFFLOWER ST	270' E SAFFLOWER ST	270	36	1,134	SS1
122	C	3	12	SHALLOT DR	1178' SW SAFFLOWER ST	ABELIA ST	166	36	697	SS1
122	C	3	12	SHALLOT DR	ABELIA ST	SAFFLOWER ST	952	36	3,998	SS1
122	C	3	12	SOURWOOD WAY	SAFFLOWER ST	SAGEBRUSH LN	508	36	2,134	SS1
122	C	3	12	WINTERSWEET LN	AGONIS WAY	KALE LN	588	36	2,470	SS1
122	C	3	12	YARROW CT	KALE LN	379' NW KALE LN	379	36	1,592	SS1
124	D	3	12	ADOUR WAY	CHEVAL DR	SAUTERNE ST	389	36	1,634	SS1
124	D	3	12	ALDER CT	BEECH ST	377' E BEECH ST	377	36	1,583	SS1
124	D	3	12	AMSTERDAM RD	COGNAC ST	372' W COGNAC ST	372	36	1,562	SS1
124	D	3	12	AMSTERDAM RD	COGNAC ST	MUNICH LN	581	36	2,440	SS1
124	D	3	12	BEECH ST	BENTON RD	COTTONWOOD ST	1,591	36	6,682	SS1
124	D	3	12	BERGEN ST	525' S THOMPSON RD	FOREST ST	140	36	588	SS1
124	D	3	12	BERGEN ST	THOMPSON RD	525' S THOMPSON RD	525	36	2,205	SS1
124	D	3	12	BISCAY RD	ERMITAGE LN	143' N ERMITAGE LN	143	35	584	SS1
124	D	3	12	BRADFORD ST	BREITNER WAY	BERGEN ST	827	36	3,473	SS1
124	D	3	12	BREITNER WAY	THOMPSON RD	1229' S THOMPSON RD	1,229	36	5,162	SS1
124	D	3	12	BREITNER WAY	1229' S THOMPSON RD	BRUSSELS ST	529	40	2,469	SS1

SLURRY SEAL PROGRAM - DISTRICT 1 AND DISTRICT 3 - FY 2011/2012





# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

## Transportation Department

### ADDENDUM NUMBER 1

Dated May 21, 2012

to the  
Specifications and Contract Documents  
for the construction of

Slurry Seal Project  
For Fiscal Year 2011/2012

District 1, Project No. C2-0006

District 3, Project No. C2-0008

**Bids Due: (REVISED)**  
**Wednesday, May 30, 2012; 2:00 PM**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street, Riverside, CA 92501  
(951) 955-6780

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

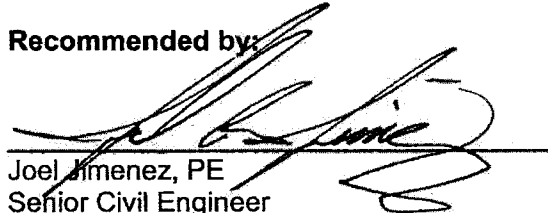
Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

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

**Wednesday, May 30, 2012; 2:00 PM**  
**14<sup>th</sup> Street Transportation Annex**  
**3525 14<sup>th</sup> Street; Riverside, CA 92501**  
**(951) 955-6780**

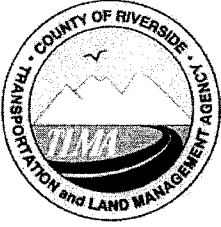
Recommended by:

  
Joel Jimenez, PE  
Senior Civil Engineer

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_

(Contractor)

JRJ:jrj:rr



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

## Transportation Department

### ADDENDUM NUMBER 2

Dated May 23, 2012

to the  
Specifications and Contract Documents  
for the construction of

Slurry Seal Project  
For Fiscal Year 2011/2012

District 1, Project No. C2-0006

District 3, Project No. C2-0008

**Bids Due:** Wednesday, May 30, 2012; 2:00 PM  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780

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

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

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

#### **Item 1: Revised Proposal.**

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

- a. The following bid items codes and descriptions have been revised:
  - Item Number 2, Item Code 013702,  
"SCRUB SEAL"
  - Item Number 3, Item Code 377501,  
"SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]"

See Attachment "A", Revised Proposal

**Item 2: SCRUB SEAL revisions.**

- Refer to Special Provision section, "SCRUB SEAL" on page 72.  
 Delete the following sentence at the middle of the page, "The polymer shall be PA-AS-1 as produced by Polymer Science of America." and replace with:

The polymer shall be PA-AS-1 as produced by Polymer Science of America or an approved equally compatible polymer meeting the aforementioned specifications with a demonstrated compatibility used in a rejuvenating scrub seal containing ARE with a minimum of three (3) years of demonstrated usage and successfully applied in at least three (3) successfully completed public works scrub seal projects utilizing the scrub broom operation. Documentation of the proposed alternate material's usage as related to the scrub seal process and successfully completed public works projects, with agency contact references, shall be provided as part of any proposed alternate material request.

- Refer to Special Provision section, "SCRUB SEAL" on page 72.  
 Add sub-heading "SCREENING" at bottom of the page:

**SCREENINGS**

Screenings shall consist of broken stone, crushed gravel or both. At least 90 percent by weight of the screenings shall consist of crushed particles as determined by California Test 205. Screenings shall be clean and free from dirt and other deleterious substances.

- Refer to Special Provision section, "SCRUB SEAL" on page 73.  
 Delete the first sentence and first table and replace with:

Screenings shall be "Fine" grade with 1/4" x No. 10 size screenings and shall conform to the grading and quality requirements below.

Sieve Sizes	Percentage Passing			
	Coarse 1/2" x No. 4	Medium 3/8" x No. 6	Medium Fine 5/16" x No. 8	Fine 1/4" x No. 10
3/4"	100	—	—	—
1/2"	95-100	100	—	—
3/8"	50-80	90-100	100	100
No. 4	0-15	5-30	30-60	60-85
No. 8	0-5	0-10	0-15	0-25
No. 16	—	0-5	0-5	0-5
No. 30	—	—	0-3	0-3
No. 200	0-2	0-2	0-2	0-2

- Refer to Special Provision section, "SCRUB SEAL" page 80, subsection "Method of Payment:".  
 Delete the last paragraph and replace with:

"Slurry Seal Type I coat installed over Scrub Seal as part of the Slurry Seal over Scrub Seal process shall conform to the "SLURRY SEAL" section of these Special Provisions and its payment shall be considered as included in the contract unit price paid per Ton for **SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL].**"

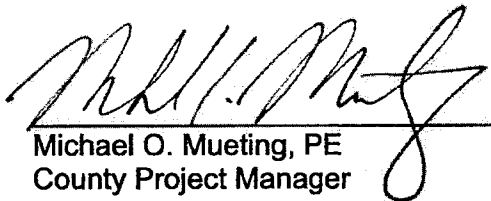
**Item 3: ROUT AND SEAL RANDOM CRACKS/CRACK SEALING clarification.**

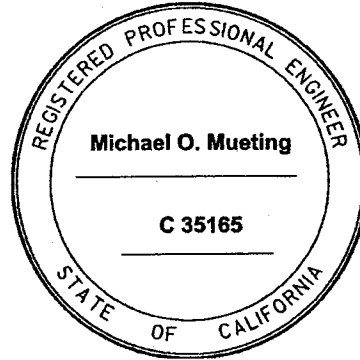
Refer to Special Provision section, "ROUT AND SEAL RANDOM CRACKS/CRACK SEALING" starting on page 63.

This section only applies to areas to receive SLURRY SEAL (Type I and Type II).  
This section does not apply to areas to receive SCRUB SEAL.


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

**Recommended by:**

 5-23-12  
\_\_\_\_\_  
Michael O. Muefing, PE  
County Project Manager



**Concurrence:**

 5/23/12  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Contractor)

JRJ:jrj:rr



**ATTACHMENTS**

**A – Revised Proposal**

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 1  
PROJECT No. C2-0006**

**DISTRICT 3  
PROJECT No. C2-0008**

**PROPOSAL (Revised by Addendum #2)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1		
2	013702	SCRUB SEAL	SQYD	235,000		
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450		
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020		
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320		
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1		
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500		
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500		

PROJECT TOTAL \_\_\_\_\_ \$ \_\_\_\_\_  
 ITEMS 1-9 "WORDS"

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal Project For Fiscal Year 2011/2012, Districts 1 & 3**

Advertised: May 1, 2012 (Agenda Item: 3.27)

Addenda: 1 (May 21, 2012), 2 (May 23, 2012)

Bids Open: 2 pm Date: Wednesday, May 30, 2012

**PROJECT No. C2-0006, C2-0008**

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			American Asphalt South, Inc. Fontana, CA 92331
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	36,550.00	36,550.00	40,000.00	40,000.00
2	013702	SCRUB SEAL	SQYD	235,000	1.90	446,500.00	2.28	535,800.00
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450	235.00	340,750.00	229.89	333,340.50
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020	235.00	709,700.00	218.98	661,319.60
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320	200.00	264,000.00	198.52	262,046.40
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	150,000.00	150,000.00	132,000.00	132,000.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500	4.00	54,000.00	3.00	40,500.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000	0.45	36,000.00	0.40	32,000.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	5.00	2,500.00	3.00	1,500.00
<b>PROJECT TOTAL</b>						<b>2,040,000.00</b>		<b>2,038,506.50</b>
<b>ITEMS 1 - 9</b>								

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			American Asphalt South, Inc. Fontana, CA 92331
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	33,520.00	33,520.00	25,000.00	25,000.00
2	013702	SCRUB SEAL	SQYD	235,000	2.51	589,850.00	2.82	662,700.00
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450	229.03	332,093.50	227.00	329,150.00
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020	226.03	682,610.60	216.20	652,924.00
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320	216.66	285,991.20	215.90	284,988.00
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	187,460.00	187,460.00	180,000.00	180,000.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500	3.15	42,525.00	3.35	45,225.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000	0.275	22,000.00	0.29	23,200.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	6.50	3,250.00	7.00	3,500.00
<b>PROJECT TOTAL</b>						<b>2,179,300.30</b>		<b>2,206,687.00</b>
<b>ITEMS 1 - 9</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal Project For Fiscal Year 2011/2012, Districts 1 & 3**

**PROJECT No. C2-0006, C2-0008**

Advertised: May 1, 2012 (Agenda Item: 3.27)  
Addenda: 1 (May 21, 2012), 2 (May 23, 2012)  
Bids Open: 2 pm Date: Wednesday, May 30, 2012

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5		
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
						Pavement Coatings Co. Mira Loma, CA 91752		Western Pavement Solutions Brea, CA 92821	
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	32,500.00	32,500.00	73,200.00	73,200.00	
2	013702	SCRUB SEAL	SQYD	235,000	2.31	542,850.00	3.25	763,750.00	
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450	246.35	357,207.50	200.00	290,000.00	
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020	246.35	743,977.00	190.00	573,800.00	
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320	224.54	296,392.80	175.00	231,000.00	
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	175,000.00	175,000.00	220,000.00	220,000.00	
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500	3.15	42,525.00	3.50	47,250.00	
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000	0.28	22,400.00	0.31	24,800.00	
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	6.40	3,200.00	7.00	3,500.00	
<b>PROJECT TOTAL</b>						<b>2,216,052.30</b>		<b>2,227,300.00</b>	
<b>ITEMS 1 - 9</b>									

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7		
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
						All American Asphalt Corona, CA 92878		Roy Allan Slurry Seal, Inc. Santa Fe Springs, CA 90670	
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	84,540.00	84,540.00	24,600.00	24,600.00	
2	013702	SCRUB SEAL	SQYD	235,000	2.84	667,400.00	2.38	559,300.00	
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450	189.00	274,050.00	261.24	378,798.00	
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020	243.00	733,860.00	261.11	788,552.20	
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320	220.00	290,400.00	227.57	300,392.40	
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	150,000.00	150,000.00	202,000.00	202,000.00	
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500	3.10	41,850.00	3.30	44,550.00	
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000	0.28	22,400.00	0.28	22,400.00	
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	7.00	3,500.00	6.60	3,300.00	
<b>PROJECT TOTAL</b>						<b>2,268,000.00</b>		<b>2,323,892.60</b>	
<b>ITEMS 1 - 9</b>									

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal Project For Fiscal Year 2011/2012, Districts 1 & 3**

Advertised: May 1, 2012 (Agenda Item: 3.27)  
Addenda: 1 (May 21, 2012), 2 (May 23, 2012)  
Bids Open: 2 pm Date: Wednesday, May 30, 2012

**PROJECT No. C2-0006, C2-0008**

Base Bid		8		Valley Slurry Seal Co. Sacramento, CA 95798			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	24,000.00	24,000.00	
2	013702	SCRUB SEAL	SQYD	235,000	2.06	484,100.00	
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450	312.00	452,400.00	
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020	312.00	942,240.00	
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320	289.00	381,480.00	
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	192,000.00	192,000.00	
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500	3.15	42,525.00	
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000	0.27	21,600.00	
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	6.30	3,150.00	
<b>PROJECT TOTAL</b>						<b>2,543,495.00</b>	
<b>ITEMS 1 - 9</b>							

## CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: May 22<sup>nd</sup>, 2012

hereafter called "County":

BIDDER: American Asphalt South, Inc.  
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of **SLURRY SEAL PROJECT FOR FISCAL YEAR 2011/2012, DISTRICT 1, PROJECT No. C2-0006; DISTRICT 3, PROJECT No. C2-0008** hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1, 2, for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

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

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

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012**

**DISTRICT 1  
PROJECT No. C2-0006**

**DISTRICT 3  
PROJECT No. C2-0008**

**PROPOSAL (Revised by Addendum #2)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	40,000.00	40,000.00
2	013702	SCRUB SEAL	SQYD	235,000	2.28	535,800.00
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450	229.89	333,340.50
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020	218.98	661,319.40
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320	198.52	262,046.40
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	132,000.00	132,000.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500	3.00	40,500.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000	0.40	32,000.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	3.00	1,500.00

PROJECT TOTAL  
ITEMS 1-9

*Two million thirty eight thousand,  
five hundred six dollars, fifty cents*  
"WORDS"

\$ 2,038,506.50



**BIDDER DATA:**

Name of Bidder American Asphalt South, Inc.

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Allan Henderson - President,  
Jeff Petty - Vice President, Lyle Stone - Secretary

Address 14436 Santa Ana Avenue  
Fontana, CA 92337 Phone (909) 427-8276

Contractor's License 784969 A  
Type & Number

Expiration Date 09/30/2012

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

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
Seal	Windsor Fuel Co.	1150 Willow Pass Rd. Pittsburgh, CA 94525	774848
Remove & Replace Striping & Marking, Route & Seal Cracks	Safe USA	767 W 5th Ontario 91762	874085

Percent of work to be performed by sub-contractors: 34.2%  
(Note: 50% of the work required to be performed by general contractor)

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

Lyle Stone  
Lyle Stone  
TITLE Secretary  
"Contractor"

### Non-Collusion Declaration

To be executed by bidder and submitted with bid. (Public Contract Code Section 7106)

The undersigned declares:

I am the Secretary (Title) of American Asphalt South, Inc. (Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

May (Month) 22<sup>nd</sup> (Day) of 2012 (Year),

at Fordana (City), California.

Signature of Declarant: [Signature]

Printed name of Declarant: Lyle Stone

Name of Bidder (Company): American Asphalt South, Inc.

Title or Office: Secretary

Note: Notarization of signature required.

Check box if attachment is included.

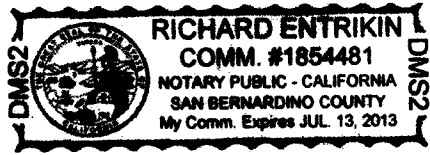
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino } ss.

On May 22, 2012 before me, Richard Entrikin-Notary,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Lyle Stone,  
Name(s) of Signer(s)

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.



WITNESS my hand and official seal.

[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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

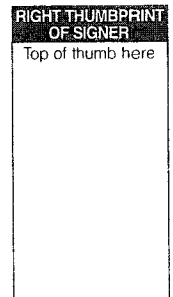
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



**Iran Contracting Act  
(Public Contract Code sections 2200-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Institution (Printed) <i>American Asphalt South, Inc.</i>		Federal ID Number (or n/a) <i>94-3324781</i>
By (Authorized Signature) <i>[Signature]</i>		
Printed Name and Title of Person Signing <i>Lyle Stone, Secretary</i>		
Date Executed <i>May 22<sup>nd</sup>, 2012</i>	Executed in <i>Fontana, San Bernardino Co, CA</i>	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Contractor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in	



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

## Transportation Department

### ADDENDUM NUMBER 2

Dated May 23, 2012

to the  
Specifications and Contract Documents  
for the construction of

Slurry Seal Project  
For Fiscal Year 2011/2012

District 1, Project No. C2-0006

District 3, Project No. C2-0008

**Bids Due: Wednesday, May 30, 2012; 2:00 PM**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780

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

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

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

#### **Item 1: Revised Proposal.**

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

- a. The following bid items codes and descriptions have been revised:
  - Item Number 2, Item Code 013702,  
"SCRUB SEAL"
  - Item Number 3, Item Code 377501,  
"SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]"

**See Attachment "A", Revised Proposal**

**Item 2: SCRUB SEAL revisions.**

- Refer to Special Provision section, "SCRUB SEAL" on page 72.  
 Delete the following sentence at the middle of the page, "The polymer shall be PA-AS-1 as produced by Polymer Science of America." and replace with:

The polymer shall be PA-AS-1 as produced by Polymer Science of America or an approved equally compatible polymer meeting the aforementioned specifications with a demonstrated compatibility used in a rejuvenating scrub seal containing ARE with a minimum of three (3) years of demonstrated usage and successfully applied in at least three (3) successfully completed public works scrub seal projects utilizing the scrub broom operation. Documentation of the proposed alternate material's usage as related to the scrub seal process and successfully completed public works projects, with agency contact references, shall be provided as part of any proposed alternate material request.

- Refer to Special Provision section, "SCRUB SEAL" on page 72.  
 Add sub-heading "SCREENING" at bottom of the page:

**SCREENINGS**

Screenings shall consist of broken stone, crushed gravel or both. At least 90 percent by weight of the screenings shall consist of crushed particles as determined by California Test 205. Screenings shall be clean and free from dirt and other deleterious substances.

- Refer to Special Provision section, "SCRUB SEAL" on page 73.  
 Delete the first sentence and first table and replace with:

Screenings shall be "**Fine**" grade with 1/4" x No. 10 size screenings and shall conform to the grading and quality requirements below.

Sieve Sizes	Percentage Passing			
	Coarse 1/2" x No. 4	Medium 3/8" x No. 6	Medium Fine 5/16" x No. 8	Fine 1/4" x No. 10
3/4"	100	—	—	—
1/2"	95-100	100	—	—
3/8"	50-80	90-100	100	100
No. 4	0-15	5-30	30-60	60-85
No. 8	0-5	0-10	0-15	0-25
No. 16	—	0-5	0-5	0-5
No. 30	—	—	0-3	0-3
No. 200	0-2	0-2	0-2	0-2

- Refer to Special Provision section, "SCRUB SEAL" page 80, subsection "Method of Payment:".  
 Delete the last paragraph and replace with:

"Slurry Seal Type I coat installed over Scrub Seal as part of the Slurry Seal over Scrub Seal process shall conform to the "SLURRY SEAL" section of these Special Provisions and its payment shall be considered as included in the contract unit price paid per Ton for **SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL].**"

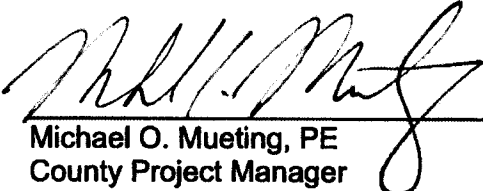
**Item 3: ROUT AND SEAL RANDOM CRACKS/CRACK SEALING clarification.**

Refer to Special Provision section, "ROUT AND SEAL RANDOM CRACKS/CRACK SEALING" starting on page 63.

This section only applies to areas to receive SLURRY SEAL (Type I and Type II).  
This section does not apply to areas to receive SCRUB SEAL.

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


**Recommended by:**

 5-23-12  
\_\_\_\_\_  
Michael O. Mueting, PE  
County Project Manager



**Concurrence:**

 5/23/12  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged:**  Date: May 29<sup>th</sup>, 2012  
(Contractor)  
JRJ:jrj:rr



**ATTACHMENTS**

**A – Revised Proposal**



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



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

**Transportation Department**

**ADDENDUM NUMBER 1**

**Dated May 21, 2012**

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

**Slurry Seal Project  
For Fiscal Year 2011/2012**

**District 1, Project No. C2-0006**

**District 3, Project No. C2-0008**

**Bids Due: (REVISED)  
Wednesday, May 30, 2012; 2:00 PM  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780**

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


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

[http://www.rctlma.org/trans/con\\_bid\\_advertisements.html](http://www.rctlma.org/trans/con_bid_advertisements.html)

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

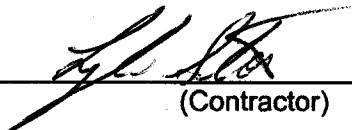
**Wednesday, May 30, 2012; 2:00 PM  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780**

**Recommended by:**

  
Joel Jimenez, PE  
Senior Civil Engineer

**Acknowledged:**

JRJ:jrj:rr

  
(Contractor)

**Date:**

*May 22<sup>nd</sup>, 2012*

BID BOND

**Recitals:**

1. American Asphalt South, Inc. "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for SLURRY SEAL PROJECT FOR FISCAL YEAR 2011/2012, DISTRICT 1, PROJECT No. C2-0006; DISTRICT 3, PROJECT No. C2-0008 in accordance with a Notice Inviting Bids of County dated May 23, 2012.
2. The Guarantee Company of North America USA a Michigan corporation, hereafter called "Surety", is the surety of this Bond.

**Agreement:**

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

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

Dated: May 9, 2012

The Guarantee Company of North America USA

American Asphalt South, Inc.

By

Elizabeth Collodi  
Title: Attorney in Fact Elizabeth Collodi  
"Surety"

By

Secretary  
Title: Secretary  
"Contractor"

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

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\*\* See Attached California Notary Acknowledgment \*\*

Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

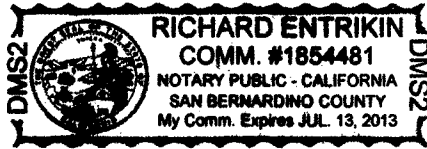
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino } ss.

On May 22, 2012 before me, Richard Entrikin - Notary,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Lyle Stone,  
Name(s) of Signer(s)

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.



WITNESS my hand and official seal.

[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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

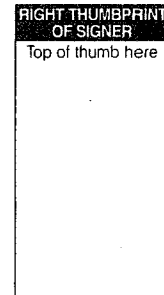
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On May 9, 2012 before me, J. Lelouarn, Notary Public  
(Here insert name and title of the officer)

personally appeared Elizabeth Collodi

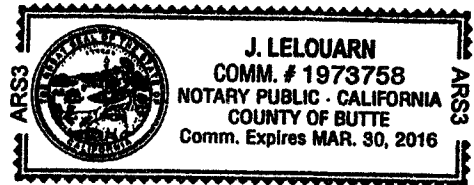
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 5/09/2012

The Guarantee Company of North America USA

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - \* - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - \* - Indicate title or type of attached document, number of pages and date.
  - \* - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
 Southfield, Michigan  
**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny,  
 Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler  
 Interwest Insurance Services, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

Stephen C. Ruschak, Vice President

*Randall Musselman*

Randall Musselman, Secretary

**STATE OF MICHIGAN**  
 County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai  
 Notary Public, State of Michigan  
 County of Oakland  
 My Commission Expires February 27, 2018  
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of May, 2012

*Randall Musselman*

Randall Musselman, Secretary

## Company Profile

# GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

25800 NORTHWESTERN HWY., STE. 720  
SOUTHFIELD, MI 48075

### Former Names for Company

Old Name: MID-STATE SURETY CORPORATION

Effective Date: 12-20-2006

### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017  
Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	36650
NAIC Group #:	<u>0000</u>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

---

### 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](#).

SURETY

---

### 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 - June 05, 2012 12:07 PM  
Copyright © California Department of Insurance

**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 **AMERICAN ASPHALT SOUTH, INC.** hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Slurry Seal Project For Fiscal Year 2011/2012, Districts 1 & 3, Project No. C2-0006 & C2-0008**, 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. **(One, Two)**. (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.

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2011/2012  
DISTRICTS 1 & 3**

**PROJECT No. C2-0006 & C2-0008**

**AGREEMENT**

**BASE BID:**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	40,000.00	40,000.00
2	013702	SCRUB SEAL	SQYD	235,000	2.28	535,800.00
3	377501	SLURRY SEAL (TYPE 1) [OVER SCRUB SEAL]	TON	1,450	229.89	333,340.50
4	377501	SLURRY SEAL (TYPE 1)	TON	3,020	218.98	661,319.60
5	377502	SLURRY SEAL (TYPE 2)	TON	1,320	198.52	262,046.40
6	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	132,000.00	132,000.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	13,500	3.00	40,500.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	80,000	0.40	32,000.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	500	3.00	1,500.00

PROJECT

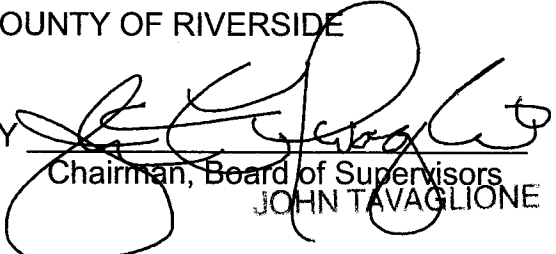
TOTAL: Two million, thirty eight thousand, five hundred six dollars and fifty cents \$ 2,038,506.50

ITEMS 1-9 "WORDS"

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

COUNTY OF RIVERSIDE

AMERICAN ASPHALT SOUTH, INC.

BY   
Chairman, Board of Supervisors  
JOHN TAVAGLIONE

BY   
Jeff Petty

Dated JUL 31 2012

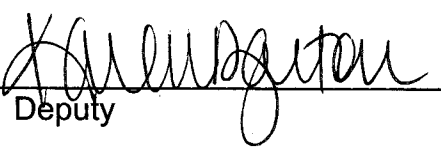
TITLE: Vice President  
(If Corporation, Affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

  
Lyle Stone

BY   
Deputy

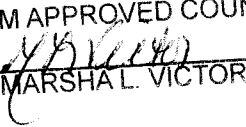
TITLE: Secretary

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

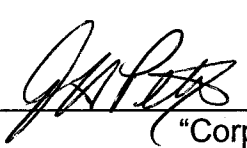
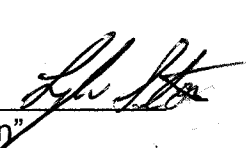
License No. 784969

Federal Employer Identification Number:

94-3324781

FORM APPROVED COUNTY COUNSEL  
BY:  7/12/12  
MARSHAL VICTOR DATE

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

   
"Corporation"  
(Seal)

**MINUTES OF THE 2012 ANNUAL MEETING  
OF THE BOARD OF DIRECTORS OF  
AMERICAN ASPHALT SOUTH, INC.**

The 2012 annual meeting of the Board of Directors of American Asphalt South, Inc., a California corporation (hereinafter referred to as the "Corporation"), was held in Fontana, California, on January 20, 2012, commencing immediately after the 2011 annual meeting of the shareholders of the Corporation. Said 2012 annual meeting of the Board of Directors was held for the purpose of electing officers of the Corporation, considering reports of the affairs of the Corporation, and transacting other business within the powers of the Board of Directors.

1. CALL TO ORDER-CHAIRMAN AND SECRETARY

The meeting was called to order by Allan A. Henderson, Chairman of the Board of Directors of the Corporation. Lyle Stone, the Corporate Secretary, acted as secretary of the meeting and recorded the minutes. Mr. Henderson then noted that at the 2011 annual meeting of the shareholders of the Corporation, which annual meeting had just concluded, that Allan A. Henderson, Kimberly L. Henderson and Jeffery R. Petty had been re-elected as members of the Corporation's Board of Directors, all to serve as such until the 2013 annual meeting of the shareholders of this Corporation.

2. VALIDITY OF MEETING

Notice of the date of this meeting is stated in the By-laws of this Corporation, specifically Section 3.6. All Directors present agreed that this is a valid meeting of the Board of Directors.

3. DIRECTORS PRESENT

The following Directors were present: Allan A. Henderson, Kimberly L. Henderson and Jeffrey R. Petty. The following Director(s) were absent: None.

4. ELECTION OF CHAIRMAN

Allan A. Henderson was then unanimously re-elected to serve as the Chairman of the Board of Directors until the 2013 annual meeting.

5. APPROVAL OF PRIOR MINUTES

The Chairman then presented to the meeting the minutes of the January 20, 2011 annual meeting of the Board of Directors of this Corporation, which are in the form of a written action. Said minutes were unanimously approved and all actions taken therein unanimously ratified.

6. NOMINATION AND ELECTION OF OFFICERS

The Chairman then called for nominations for the officers of the Corporation to serve for one year until the next annual Board of Directors meeting and until their successors are elected and qualified. The following persons were nominated for the offices designated beside his or her name:

Allan A. Henderson	- President
Jeff Petty	- Vice President
Lyle Stone	- Secretary
Allan A. Henderson	- Chief Executive Officer

The Chairman called for further nominations but none was made. The above persons were unanimously elected to the offices to which he had been nominated. Furthermore, all elected officers are duly authorized to sign documents on behalf of the corporation.

6. ADJOURNMENT

There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
Lyle Stone  
Corporate Secretary

**PERFORMANCE BOND**

**Recitals:**

1. **AMERICAN ASPHALT SOUTH, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Slurry Seal Project For Fiscal Year 2011/2012, Ditricts 1 & 3, Project No. C2-0006 & C2-0008**
  
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **2,038,506.50 (Two million, thirty eight thousand, five hundred six dollars and fifty cents)**, and inures to the benefit of County.
  
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
  
3. This obligation is binding on our successors and assigns.
  
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_  
"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **AMERICAN ASPHALT SOUTH, INC.**, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for \$ **2,038,506.50 (Two million, thirty eight thousand, five hundred six dollars and fifty cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Slurry Seal Project For Fiscal Year 2011/2012, Ditricts 1 & 3, Project No. C2-0006 & C2-0008.**

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**

**Recitals:**

1. **AMERICAN ASPHALT SOUTH, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Slurry Seal Project For Fiscal Year 2011/2012, Districts 1 & 3, Project No. C2-0006 & C2-0008**
2. The Guarantee Company of North America USA, a Michigan corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **2,038,506.50 (Two million, thirty eight thousand, five hundred six dollars and fifty cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of June 13, 2012  
American Asphalt South, Inc.

By Jett Kelly  
By Lyle Stone  
Title Vice President & Secretary  
"Contractor"

The Guarantee Company of North America USA  
By Elizabeth Collodi  
Type Name Elizabeth Collodi  
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).**

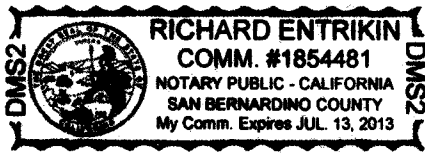


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino } SS.

On June 15, 2012 before me, Richard Entrikin - Notary P.  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Lyle Stone and Jeff Petty  
Name(s) of Signer(s)

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.

WITNESS my hand and official seal.

[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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

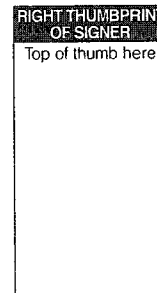
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On June 13, 2012 before me, J. Lelouarn, Notary Public  
(Here insert name and title of the officer)

personally appeared Elizabeth Collodi

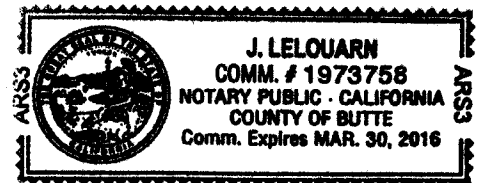
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~)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

J. Lelouarn  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required*

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 6/13/2012

The Guarantee Company of North America USA

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~-) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - \* - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - \* - Indicate title or type of attached document, number of pages and date.
  - \* - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

Southfield, Michigan

**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler*  
*Interwest Insurance Services, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

**STATE OF MICHIGAN**  
**County of Oakland**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
*Notary Public, State of Michigan*  
*County of Oakland*  
*My Commission Expires February 27, 2018*  
*Acting in Oakland County*

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 13th day of June, 2012

**Randall Musselman, Secretary**

## Company Profile

# GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

ONE TOWNE SQUARE, SUITE 1470  
SOUTHFIELD, MI 1470

### Former Names for Company

**Old Name:** MID-STATE SURETY CORPORATION

**Effective Date:** 12-20-2006

### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	36650
NAIC Group #:	<u>0000</u>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

---

### 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](#).

SURETY

---

### 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 - June 05, 2012 12:07 PM  
Copyright © California Department of Insurance

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **AMERICAN ASPHALT SOUTH, INC.**, as Principal and Original Contractor and The Guarantee Company of North America USA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for **\$ 2,038,506.50 (Two million, thirty eight thousand, five hundred six dollars and fifty cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Slurry Seal Project For Fiscal Year 2011/2012, Districts 1 & 3, Project No. C2-0006 & C2-0008.**

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: June 13, 2012

American Asphalt South, Inc.  
Original Contractor - Principal

The Guarantee Company of North America USA  
Surety

By [Signature] [Signature]  
Keith Kelly Lyle Stone

By [Signature]  
Elizabeth Colodits Attorney In Fact

Title Vice President, Secretary

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\* See Attached California Notary Acknowledgment \*

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

\_\_\_\_\_  
Notary Public (Seal)

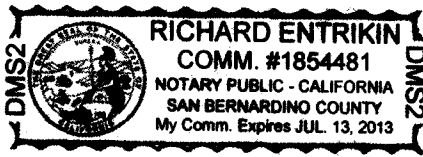
**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of San Bernardino } ss.

On June 15, 2012 before me, Richard Entrikin - Notary P  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Lyle Stone and Jeff Petty  
Name(s) of Signer(s)

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.

WITNESS my hand and official seal.

[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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

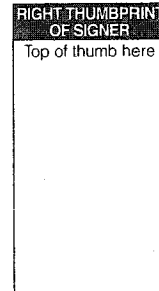
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On June 13, 2012 before me, J. Lelouarn, Notary Public  
(Here insert name and title of the officer)

personally appeared Elizabeth Collodi

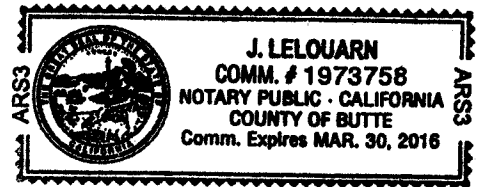
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~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

J. Lelouarn  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 6/13/2012

The Guarantee Company of North America USA

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~/~~are~~-) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - \* - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - \* - Indicate title or type of attached document, number of pages and date.
  - \* - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
Southfield, Michigan  
**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Susan Lee, Barbara Beeny,  
Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler  
Interwest Insurance Services, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

**STATE OF MICHIGAN**  
County of Oakland

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 13th day of June, 2012

*Randall Musselman*

**Randall Musselman, Secretary**



## Company Profile

**GUARANTEE COMPANY OF NORTH AMERICA USA  
(THE)  
ONE TOWNE SQUARE, SUITE 1470  
SOUTHFIELD, MI 1470**

**Former Names for Company**

**Old Name:** MID-STATE SURETY CORPORATION

**Effective Date:** 12-20-2006

**Agent for Service of Process**

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

---

### Reference Information

NAIC #:	36650
NAIC Group #:	<u>0000</u>
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

---

### 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.

SURETY

---

### 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 - June 05, 2012 12:07 PM  
Copyright © California Department of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/3/2012

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).

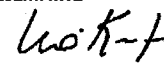
<b>PRODUCER</b> InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188	<b>CONTACT NAME:</b> Candy Leifker <b>PHONE (A/C No. Ext):</b> 916-609-8416 <b>FAX (A/C No.):</b> 916-979-7516 <b>E-MAIL ADDRESS:</b> cleifker@iwins.com <b>PRODUCER CUSTOMER ID #:</b> AMER122	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Asphalt South, Inc. 14436 Santa Ana Avenue Fontana CA 92337	<b>INSURER A:</b> Financial Pacific Ins Company	<b>NAIC #</b> 31453
	<b>INSURER B:</b> Everest National Insurance Co.	<b>NAIC #</b> 10120
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 746807808                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> \$1,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		180632C	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded \$0 unless Comp/Coll	Y		180632C	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$none			924028C	12/31/2011	12/31/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7600006462121	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: PROJECT #C2-0006 & C2-008 2011/2012 SLURRY SEAL PROJECT DISTRICTS 1 & 3. COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, REPRESENTATIVES NAMED AS ADDITIONAL INSURED (GL/AUTO) ACTING WITHIN THE SCOPE OF THEIR DUTIES CONTROLLED/SUPERVISED BY THE See Attached...

<b>CERTIFICATE HOLDER</b>  County of Riverside Transportation 3525 14th Street Riverside CA 92501	<b>CANCELLATION</b>  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 
---	--



**ADDITIONAL REMARKS SCHEDULE**

AGENCY InterWest Insurance Services		NAMED INSURED American Asphalt South, Inc. 14436 Santa Ana Avenue Fontana CA 92337	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PRIMARY (FIRST) ADDITIONAL INSURED, PRIMARY WORDING, WORK COMP WAIVER ATTACHED. EXCESS POLICY IS "FOLLOW" FORM FOR GENERAL LIABILITY, AUTOMOBILE, WORK COMP COVERAGES. 30-DAY NOTICE OF CANCELLATION, EXCEPT 10-DAY NOTICE FOR NON-PAYMENT OF PREMIUM APPLIES PER POLICY PROVISIONS.

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

**ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

RE: PROJECT #C2-0006 & C2-008 2011/2012 SLURRY SEAL PROJECT DISTRICTS 1 & 3. COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS, SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS, REPRESENTATIVES NAMED AS ADDITIONAL INSURED (GL/AUTO) ACTING WITHIN THE SCOPE OF THEIR DUTIES CONTROLLED/SUPERVISED BY THE PRIMARY (FIRST) ADDITIONAL INSURED, PRIMARY WORDING, WORK COMP WAIVER ATTACHED. EXCESS POLICY IS "FOLLOW" FORM FOR

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization is held liable for "your work" for that person or organization by or for you.

**This endorsement applies to the following work:**

**Description of Job:** See Above

**Location of Job:** See Above



**AI only Effective from:**

Effective Date: 12/31/2011

Expiration Date: 12/31/2012

When this endorsement applies, such insurance as is afforded by the general liability policy is primary and any other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

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

## **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SCHEDULE**

**NAMED INSURED:**American Asphalt South, Inc.  
14436 Santa Ana Avenue  
Fontana CA 92337

**ADDITIONAL INSURED:**RE: PROJECT #C2-0006 & C2-008 2011/2012 SLURRY SEAL PROJECT  
DISTRICTS 1 & 3. COUNTY OF RIVERSIDE, ITS DIRECTORS, OFFICERS,  
SPECIAL DISTRICTS, BOARD OF SUPERVISORS, EMPLOYEES, AGENTS,  
REPRESENTATIVES NAMED AS ADDITIONAL INSURED (GL/AUTO) ACTING

WHO IS AN INSURED (SECTION II) is amended to include as an insured the organization shown in the Schedule above, but only with respect to the operation of vehicles owned by the named insured and operated on behalf of the named insured. This endorsement does not apply to any operations for other than the named insured.

Each person or organization named above 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.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all mailers pertaining to this insurance.

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give thirty days notice to the additional insured.

The additional insured will retain any right of recovery as a claimant under this policy.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 7/3/2012

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. 7600006462121

Endorsement No.

of the Everest National Insurance Co.

(NAME OF INSURANCE COMPANY)

issued to American Asphalt South, Inc.

Premium (if any) \$

work-

Authorized Representative

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**

**ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE A WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION**





# COMMERCIAL EXCESS LIABILITY INSURANCE POLICY DECLARATIONS

Policy 924028C

Renewal Of: 924028B

Policy Period From: 12/31/11 to: 12/31/12 12:01 a.m. Standard Time at the insureds address shown below.

**NAMED INSURED AND MAILING ADDRESS**

**PRODUCER NAME AND MAILING ADDRESS**

AMERICAN ASPHALT REPAIR  
PER NAMED INSURED ENDT.  
P O BOX 3376  
HAYWARD CA 94540

INTERWEST INS SERVICES,  
INC. - ASDA (90T)  
3636 AMERICAN RIVER DR 2ND  
SACRAMENTO CA 95864

Form of Business:  Individual  Joint Venture  Partnership  Corporation  Organization

Business Description: ASPHALT CONTRACTOR

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE COVERAGE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

Each Incident Limit: \$ 5,000,000

Aggregate Limit: \$ 5,000,000

**PREMIUM**

Estimated Premium: \$

**FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY**

FPIC 4204 03      FPIC 66 04 03      MLO NI01 04 89

Countersigned By:

Date:

Authorized Representative

These declarations together with the schedule, coverage parts, policy conditions and endorsements, if any, issued to form a part thereof, complete this policy.

# SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING INSURANCE:	LIMITS	INSURER	POLICY NUMBER	POLICY PERIOD
<b>AUTO LIABILITY:</b>				
Each Accident	\$ 1,000,000	FPIC	180632C	12/31/11 - 12/31/12
Non-Owned & Hired Auto Only	\$ 1,000,000	FPIC	180632C	12/31/11 - 12/31/12
<b>GARAGE LIABILITY:</b>				
Each Accident	\$ EXCLUDED			
Non-Owned & Hired Auto Only	\$ EXCLUDED			
<b>GENERAL LIABILITY:</b>				
General Aggregate	\$ 2,000,000	FPIC	180632C	12/31/11 - 12/31/12
Products / Completed Operations Aggregate	\$ 2,000,000			
Personal Injury / Advertising Injury	\$ 1,000,000			
Each Occurrence	\$ 1,000,000			
<b>EMPLOYERS LIABILITY:</b>				
Bodily Injury / Each Accident	\$ 1,000,000	EVEREST NTNL	7600006462112	01/01/12 - 01/01/13
Bodily Injury By Disease Policy Limit	\$ 1,000,000			
Bodily Injury By Disease Each Employee	\$ 1,000,000			
<b>FARM LIABILITY:</b>				
General Aggregate	\$ EXCLUDED			
Products / Completed Operations Aggregate	\$ EXCLUDED			
Personal Injury / Advertising Injury	\$ EXCLUDED			
Each Occurrence	\$ EXCLUDED			
<b>OTHER LIABILITY (describe)</b>				
	\$			
	\$			
	\$			
	\$			
	\$			

**NOTICE:**

This Excess policy does not apply to any loss that, under the terms of the underlying insurance, is subject to a limit less than the limits indicated in this schedule, whether by the terms of the underlying policy or an endorsement thereon.

**EXAMPLE**

(This generic example is for illustration purposes only. Please read your policy(ies) carefully to determine all coverages provided at lower limits than the policy limit.

Underlying General Liability (GL) Policy limits: \$1,000,000 Each Occurrence  
 \$2,000,000 General Aggregate

GL coverage endorsement limit: \$50,000

GL coverage endorsement loss amount: \$100,000

The endorsed General Liability policy will provide up to \$50,000 for the covered loss. The Excess Liability policy will provide no coverage for the loss as the \$50,000 coverage limit provided by the underlying (General Liability) policy is less than the underlying (General Liability) policy limit of \$1,000,000 / \$2,000,000.



# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If this policy is canceled for non-payment and not reinstated, the policy will be deemed canceled at the insured's request. All return premium on policies canceled at the insured's request will be made on a short rate basis using a 0.9 short rate factor.
7. If this policy is canceled for non-payment, we may require payment in full of all, or a portion of all, unpaid balances including future premium installments as a condition for reinstatement.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Premium Is Subject To Final Audit

We may examine and audit your books and records as they relate to this policy at any time during the policy

period and up to three years afterward. This policy is subject to audit. Any increase or decrease in payroll, receipts or subcontractor costs will result in a revision to your premium. Any audit premium due must be paid within thirty (30) days of receiving an invoice from the Company.

If legal action is required to collect audit premium or other premium under this policy, the prevailing party shall be entitled to reasonable attorney's fees.

## D. Inspections and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public and we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys reports or recommendations.

## E. Premiums

The first Named Insured shown in the Declarations:

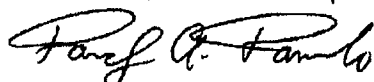
1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

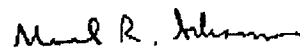
Your rights and duties under this policy may not be transferred without our written consent except on the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

In Witness, whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Randy A. Ramlo  
President and Chief Executive Officer



Neal R. Scharmer  
Corporate Secretary

### Notice Pursuant to California Insurance Code Section 1063.14

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share. California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" with an amount will be displayed on your premium notice.

# COMMERCIAL EXCESS LIABILITY COVERAGE 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 shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V)

## Section I-Coverages

### 1. Insuring Agreement

- a. We will pay those sums, in excess of the total Limits of Underlying Insurance as shown in the Schedule of Underlying Insurance, that the insured becomes legally obligated to pay as damages because of injury or damage covered by the "underlying insurance," or which would be covered by the "underlying insurance" but for its "exhaustion."
- b. We will have the right to participate in the defense of claims or suits against the insured seeking damages because of injury or damage to which this insurance may apply. We will have a duty to defend suits only when the applicable limit of insurance of the "underlying insurance" has been "exhausted" by payment of judgments, settlements and any cost or expense subject to such limit.

This right or duty to defend is limited as set forth in paragraph 3 of this section.

- c. The amount we will pay for damages is limited as described in Section III - Limits of Insurance.
- d. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance," except:
  - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and/or
  - (2) With respect to any provisions to the contrary contained in this insurance, except:

### 2. Exclusions

The exclusions applicable to the "underlying insurance" also apply to this insurance.

Additionally, this insurance does not apply to:

- a. Damage by fire to premises rented to you.
- b. Any obligation to pay expenses under any medical payments coverage.
- c. Any obligation to reimburse an insurer as provided by the terms of the "Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980" or under the terms of any similar endorsement required by federal or state statute.
- d. Any obligation imposed by law under any automobile no-fault, uninsured motorist, underinsured motorist, workers compensation, disability benefits or unemployment compensation law or any similar law.
- e. Any liability arising out of the rendering of or failure to render any "professional services," other than those "professional services" shown in the Schedule of Underlying Insurance in the Declarations.
- f. Any liability arising out of or related in any way to lead poisoning, and we will have no duty of any kind with respect to any claim or suit which seeks, in whole or in part, damages or any other relief arising out of or related in any way to lead poisoning.
- g. Any loss that, under the terms of the underlying insurance, is subject to a limit less than the limits shown in the Schedule of Underlying Insurance, whether by the terms of the underlying policy or an endorsement thereon.

### 3. Defense of Claims or Suits

- a. When we have the duty to defend, we will pay for all "defense expense" incurred once our duty to defend begins.  
If we exercise our right to defend when there is no duty, we will pay only that "defense expense" we incur.  
If we provide a defense, we may investigate any claim or suit at our discretion. We may settle such claim or suit within the Limits of Insurance available at the time of the settlement.
- b. Our right or duty to defend ends when we have "exhausted" the Limits of Insurance available in the payment of any combination of judgments or settlements as provided under Section III - Limits of Insurance. This applies to suits pending at the time of "exhaustion" and those filed thereafter.
- c. When we control the defense of a claim or suit, we will pay for the "defense expense" we incur. If by mutual agreement or court order an insured assumes control before the applicable Limit of Insurance available is "exhausted," we will reimburse that insured for reasonable "defense expense."
- d. As soon as practicable after we become aware that a Limit of Insurance available is "exhausted":
- (1) We will notify you of any outstanding claims and suits for which coverage has ended; and
  - (2) You will then arrange to assume control of the defense of all such claims and suits against you or any other insured when our right or duty to defend them ends.
- e. We will assist an insured in the transfer of control of the defense of claims and suits under c. or d. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:
- (1) To avoid a default in any claim or suit; and/or
  - (2) To the continued defense of a claim or suit.
- You agree that if we take such steps:
- (1) We do not waive or give up any of our rights under this insurance; and
  - (2) You will reimburse us for any "defense expense" that arises out of such steps if the applicable Limit of Insurance available has been "exhausted."

### SECTION II - WHO IS AN INSURED

Any person qualifying as such under "underlying insurance."

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the terms of this insurance regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought; or
  - c. Persons or organizations making claims or bringing suits.
2. The Limit of Insurance stated as the Aggregate Limit is the most we will pay.  
Each payment we make for such damages reduces by the amount of the payment the Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further expenses and damages of these kinds.
3. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance," the provisions contained in this policy apply.

1. **Appeals**  
In the event the "underlying insurer" elects not to appeal a judgment in excess of the limits of the "underlying insurance," we may elect to make such appeal. If we so elect, we shall be liable for all "defense expenses" we incur.
2. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.
3. **Bankruptcy of Underlying Insurer**  
In the event of bankruptcy or insolvency of any "underlying insurer," the insurance afforded by this policy shall not replace such "underlying insurance," but shall apply as if the "underlying insurance" was valid and collectable.

**4. Duties in the Event of Incident, Claim or Suit**

a. You must see to it that we are notified as soon as practicable of an "incident" which may result in a claim to which this insurance applies. To the extent possible notice should include:

- (1) How, when and where the "incident" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "incident."

Notice of an "incident" is not notice of a claim.

b. If a claim is received by any insured you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) See that we receive written notice of the claim as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- (5) Notify us immediately of any judgment or settlement of any claim or suit brought against any insured.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**5. Maintenance of Underlying Insurance**

a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement of that "underlying insurance" by the same or another company.

b. You must notify us immediately of any changes to the "underlying insurance." We may adjust our premium accordingly from the effective date of the change to the "underlying insurance."

c. Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect. You must notify us as soon as practicable when any "underlying insurance" is no longer in effect.

**6. Other Insurance**

This insurance is excess over any other valid collectable insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

**7. Policy Period**

This insurance will respond to bodily injury or property damage that occurs, or arises from a personal injury offense or advertising injury offense committed during the policy period of this insurance shown in the Declarations.

**SECTION V - DEFINITIONS**

1. "Aggregate limit" means the maximum amount stated in the policy for which the insurer will be liable, regardless of the number of covered claims.

2. "Defense expense" means payments allocated to a specific claim or suit that we defend for its investigation, settlement, or defense, including:

a. Attorney fees and all other litigation expenses.

b. The cost of bonds to appeal a judgment or award in any suit we defend.

c. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which bodily injury liability coverage provided by underlying insurance applies.

d. The cost of bonds to release attachments, but only for bond amounts within the Limit of Insurance available.

e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.

f. Cost taxed against the insured in the suit.

g. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgments under the provisions of Section III - Limits of Insurance.

- h. Prejudgment interest awarded against the insured.
- "Defense expense" does not include:
- a. Salaries and expenses of our employees or the insured's employees, other than:
    - (1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or suit; and
    - (2) The expenses described in e. above.
  - b. Fees and expenses of independent adjusters we hire.
3. "Exhausted" means used up by payment of the entire applicable limits of "underlying insurance" in payment of claims under the policy.
  4. "Exhaustion" means using up by payment of the entire applicable limits of "underlying insurance" in payment of claims under the policy.
  5. "Incident" means:
    - a. With respect to bodily injury to persons other than your employees and property damage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
    - b. With respect to bodily injury to your employees arising out of and in the course of their employment by you, the accident or disease which causes the bodily injury; and
    - c. With respect to offenses committed by the insured resulting in personal injury or advertising injury all such injury sustained by any one person or organization.
  6. "Professional services" includes but is not limited to:
    - a. Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
    - b. Any other health service or treatment;
    - c. Any cosmetic or tonsorial service or treatment;
    - d. Any legal, accounting, advertising, computer programming, counseling, engineering, surveying, drafting or architectural services; or
    - e. Acts or omissions of your directors and officers.
  7. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Declarations, for the limits and periods indicated. It includes any policies issued to replace those policies during the term of this insurance that provide:
    - a. At least the same policy limits;
    - b. The same hazards insured against, except as modified by general program revisions or as agreed to by us in writing; and
 It includes only policies shown in the Declarations or endorsed onto this policy.
  8. "Underlying insurer" means any insurer who issues a policy of "underlying insurance."
  9. "Underlying policy" means a policy providing "underlying insurance."

**NAMED INSURED ENDORSEMENT**

Policy Number: 924028C

Company: FINANCIAL PACIFIC INSURANCE COMPANY

Policy Term: 12/31/2011 to 12/31/2012

It is agreed that the Named Insured shall read:

AMERICAN ASPHALT REPAIR & RESURFACING CO., INC.

AMERICAN ASPHALT SOUTH, INC.

ALLEN HENDERSON AND KIMBERLY HENDERSON LIVING TRUST

## Company Profile

### FINANCIAL PACIFIC INSURANCE COMPANY

PO BOX 292220  
SACRAMENTO, CA 95829-2220

#### Former Names for Company

Old Name: M. L. OATES INSURANCE COMPANY

Effective Date: 12-30-1993

Agent for Service of Process  
MARY BIANCO, 3880 ATHERTON ROAD ROCKLIN, CA 95765  
Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	31453
NAIC Group #:	<u>0248</u>
California Company ID #:	3132-8
Date authorized in California:	December 31, 1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

---

#### 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  
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 - June 05, 2012 12:07 PM  
Copyright © California Department of Insurance

## Company Profile

### EVEREST NATIONAL INSURANCE COMPANY

477 MARTINSVILLE ROAD  
LIBERTY CORNER, NJ 07938-0830  
800-438-4375

#### Former Names for Company

Old Name: PRUDENTIAL NATIONAL INSURANCE COMPANY

Effective Date: 06-17-1996

Old Name: DRYDEN GUARANTY INSURANCE COMPANY

Effective Date: 10-20-1993

#### Agent for Service of Process

NANCY CARAVACA, 1111 BROADWAY SUITE 2050 OAKLAND, CA 94607

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	10120
NAIC Group #:	<u>1120</u>
California Company ID #:	3138-5
Date authorized in California:	March 02, 1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

---

#### 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  
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 - June 05, 2012 12:07 PM  
Copyright © California Department of Insurance