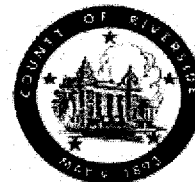


**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

912
A



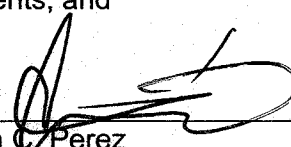
FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 June 13, 2013

SUBJECT: Sierra Avenue Resurfacing Project, City of Jurupa Valley

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the specifications and plans issued prior to the May 1, 2013, bid opening; and
2. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$280,000; and
3. Award the contract to All American Asphalt and authorize the Chairman of the Board of Supervisors to execute the contract documents; and


 Juan C. Perez
 Director of Transportation and Land Management

JCP:jrr:rr
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 280,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014
SOURCE OF FUNDS: State Exchange Funds (30.7%), HSIP - Highway Safety Improvement Program (69.3%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
There are no General Funds used in this project.				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE


BY: 
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 25, 2013
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref. 4/2/13, Item 3.16 | District: 2/2 | Agenda Number:

3-40

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

BACKGROUND: By Minute Order dated April 2, 2013 (Agenda Item 3.16), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Sierra Avenue resurfacing and safety project in the City of Jurupa Valley.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and take into account all issued addenda on their Contractor's Proposal. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached and designated as Addendum No. 1.

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 p.m., Wednesday, May 1, 2013. Three bids were received, ranging from \$280,000 to \$370,160. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by All American Asphalt of Corona, CA in the amount of \$280,000, which is \$88,045 (23.92%) below the Engineer's Estimate.

The safety project on Sierra Avenue will consist of replacing the existing asphalt pavement with an open-graded rubberized hot mix asphalt overlay. The new open-graded asphalt will enhance roadway safety during wet weather conditions by providing maximum tire to surface contact, which is anticipated to reduce skid and hydroplaning type collisions.

Additionally, the safety project includes shoulder rumble strip (pavement indentions adjacent to the white edge line striping), centerline rumble strip, raised reflective pavement markers, and thermoplastic striping and markings along the length of the project. A solar powered radar speed feedback sign will also be installed to alert motorists who are driving in excess of the posted speed limit.

Riverside County submitted a grant application for federal funding on October 5, 2009, in response to a Caltrans Call for Projects for the Federal Highway Safety Improvement Program (HSIP). From a statewide competition, the Sierra Avenue project was selected to receive \$294,000 of Federal HSIP funds. The HSIP requires matching funds to be used in the project to comply with the funding eligibility. State Exchange Funds are Gas Tax monies received annually from the State in exchange for a share of Riverside County's apportionment of federal highway funds. The guidelines require that the first priority for the State Exchange Funds is for use as matching funds on federally funded highway projects, which includes projects financed with HSIP funds. The State Exchange Funds were budgeted as matching funds in the 2010/2011 Transportation Improvement Program (TIP) prior to the incorporation of the City of Jurupa Valley.

Even though the project was programmed in the 2010/2011 TIP, processing of environmental clearance and funding obligations through Caltrans and the Federal Highway Administration took over two years to complete. The City of Jurupa Valley desires for Riverside County to complete delivery of this project.

The Honorable Board of Supervisors
RE: Sierra Avenue Resurfacing Project, City of Jurupa Valley
June 13, 2013
Page 3 of 3

The construction cost will be incurred in fiscal year 2013/2014.

The contractor is qualified to perform the work as outlined in the bid, has executed the contract, and has provided bonds and insurance documents, which meet the requirements of the contract.

Project No. C0-0539, Federal Aid No. 5956(202)

Form 11 Attachment

Contract/Lease/Purchase Summary Data

☒ Contract (for Services)

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

☐ Lease

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

☐ Purchase (for Materials)

- ☐ Sole Source
- ☐ Other than Low Bid
- ☐ Change Order

Selection Committee Member Names (RFP's Only)

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

N/A

Vendor/Lessor Name:	All American Asphalt
Vendor/Lessor Location:	Corona, Ca.

Minority Status:

☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: ☐ Yes ☐ No ☒ N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 280,000.00 to \$370,160.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 280,000.00 to \$370,160.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

CONTRACT

**SIERRA AVENUE
RESURFACING PROJECT
BETWEEN KAREN LANE/ OAK QUARRY ROAD
AND COUNTY OF RIVERSIDE/ CITY OF FONTANA BORDER**

CITY OF JURUPA VALLEY

**PROJECT No. C0-0539
FEDERAL AID No. HSIPL 5956 (202)**

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and All American Asphalt, Contractor, party of the second part.

ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, addendum No. 1, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled Sierra Avenue Resurfacing Project Sheets 1 through 3, Plan Number 957-P, approved August 27, 2012 on file with the County Surveyor, which said project plans are hereby made a part of this contract.

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

SIERRA AVENUE RESURFACING PROJECT
BETWEEN KAREN LANE/ OAK QUARRY ROAD AND COUNTY OF RIVERSIDE/ CITY OF FONTANA BORDER
CITY OF JURUPA VALLEY
PROJECT No. C0-0539
FEDERAL AID No. HSIPL 5956 (202)

CONTRACT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID:						
1	066102	DUST ABATEMENT	LS	1	500.00	500.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00
4	160101	CLEARING AND GRUBBING	LS	1	3,000.00	3,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00
6	011512	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15')	SQYD	18,000	0.60	10,800.00
7	011509	COLD PLANE ASPHALT CONCRETE PAVEMENT (.21')	SQYD	65	10.00	650.00
8	390130	HOT MIX ASPHALT	TON	1,800	62.75	112,950.00
9	390138	RUBBERIZED HOT MIX ASPHALT (OPEN GRADED)	TON	750	75.00	56,250.00
10	394054	SHOULDER RUMBLE STRIP (AC, GROUND-IN INDENTATIONS)	LF	4,520	0.85	3,842.00
11	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SQFT	39,000	0.07	2,730.00
12	850102	PAVEMENT MARKER (REFLECTIVE)	EA	445	3.40	1,513.00
13	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	2,400	1.05	2,520.00
14	840504	4" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 27B, LEAD-IN]	LF	5,500	0.45	2,475.00
15	840511	4" THERMOPLASTIC TRAFFIC STRIPE (DASHED WHITE) [DETAIL 12, 37B]	LF	6,000	0.40	2,400.00
16	840506	8" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 38]	LF	350	1.50	525.00
17	840501	THERMOPLASTIC TRAFFIC STRIPE [DETAIL 22, 29]	LF	5,710	0.85	4,853.50

CONTRACT (Continued)

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

18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	160	5.75	920.00
19	566011	ROADSIDE SIGN - ONE POST	EA	2	400.00	800.00
20	150742	REMOVE ROADSIDE SIGN [AND SALVAGE]	EA	2	100.00	200.00
21	000003	SKID TESTING (BEFORE & AFTER)	LS	1	15,000.00	15,000.00
22	015603	SOLAR POWERED RADAR SPEED FEEDBACK SIGN	LS	1	17,071.50	17,071.50
23	019901	DE-MOBILIZATION	LS	1	18,000.00	18,000.00

PROJECT
TOTAL:

Two hundred eighty thousand dollars and zero cents

\$280,000.00

ITEMS 1-23

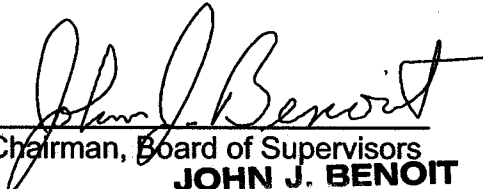
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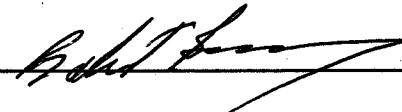
SIERRA AVENUE RESURFACING PROJECT
BETWEEN KAREN LANE/ OAK QUARRY ROAD AND COUNTY OF RIVERSIDE/ CITY OF FONTANA BORDER
CITY OF JURUPA VALLEY
PROJECT No. C0-0539
FEDERAL AID No. HSIPL 5956 (202)

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

COUNTY OF RIVERSIDE

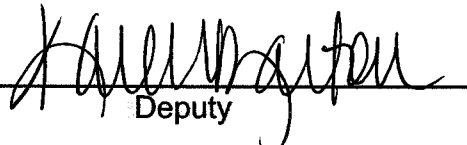
ALL AMERICAN ASPHALT

BY 
Chairman, Board of Supervisors
JOHN J. BENOIT
Dated JUN 25 2013

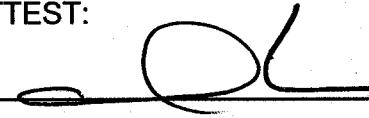
BY 
TITLE: Robert Bradley, Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY 
Deputy

ATTEST:



TITLE: Michael Farkas, Secretary

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

License No. # 267073

Federal Employer Identification Number:

#95-2595043

FORM APPROVED COUNTY COUNSEL
BY:  6/11/13
MARSHAL VICTOR DATE

"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On May 17, 2013 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas,

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

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

WITNESS my hand and official seal.

Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contract

Document Date: _____ Number of Pages: Five (5)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice-President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

Signer's Name: Michael Farkas

☐ Individual

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

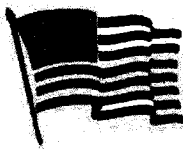
All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

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RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on April 25, 2013 authorizes Robert Bradley to execute contracts and agreements on behalf of the Company in the capacity of Vice President.

Michael Farkas
Secretary

PERFORMANCE BOND

Recitals:

1. **All American Asphalt** (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Sierra Avenue Resurfacing Project, Between Karen Lane/ Oak Quarry Road and County of Riverside/ City of Fontana Border, City of Jurupa Valley, Project No. C0-0539, Federal Aid No. HSIPL 5956 (202).**
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 **\$280,000.00 (Two hundred eighty thousand dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are All American Asphalt, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$280,000.00 (Two hundred eighty thousand dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Sierra Avenue Resurfacing Project, Between Karen Lane/ Oak Quarry Road and County of Riverside/ City of Fontana Border, City of Jurupa Valley, Project No. C0-0539, Federal Aid No. HSIPL 5956 (202)..

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9564 and 9560 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 _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
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 executed the same in his authorized capacities, and that by his 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).

Bond No.: 7635345

Premium: \$ 1,106.00

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

Executed in: 2 Counterparts

PERFORMANCE BOND

Recitals:

1. All American Asphalt (Contractor) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Sierra Avenue Resurfacing Project, Between Karen Lane/ Oak Quarry Road and County of Riverside/ City of Fontana Border, City of Jurupa Valley, Project No. C0-0539, Federal Aid No. HSIPL 5956 (202).
2. Fidelity and Deposit Company of Maryland, a Maryland corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$280,000.00 (Two hundred eighty thousand dollars and zero cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of May 16, 2013

By Robert Bradley, Vice President
By Michael Farkas, Secretary

Title _____
"Contractor"

Fidelity and Deposit Company of Maryland
By _____
Type Name William Syrkis
Its Attorney in Fact
"Surety"

(Corporate Seal)

(Corporate Seal)

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

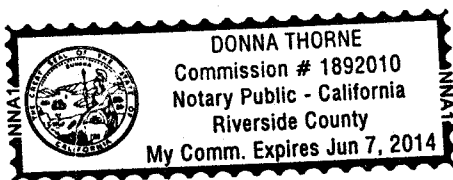
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On May 17, 2013 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas



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

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

WITNESS my hand and official seal.

Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond No. 7635345

Document Date: 5/16/2013 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice-President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: Michael Farkas

☐ Individual

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 05/16/2013

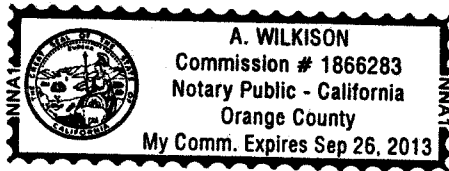
Date

before me, A. Wilkison, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7635345

Document Date: 05/16/2013

Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

Want More?

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

Last Revised - November 10, 2012 10:58 AM
Copyright © California Department of Insurance

Bond No. : 7635345

Premium is included in the performance bond

Executed in: 2 Counterparts

Payment Bond

(Public Work - Civil Code 9550 et seq.)

The makers of this Bond are All American Asphalt, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$280,000.00 (Two hundred eighty thousand dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Sierra Avenue Resurfacing Project, Between Karen Lane/ Oak Quarry Road and County of Riverside/ City of Fontana Border, City of Jurupa Valley, Project No. C0-0539, Federal Aid No. HSIPL 5956 (202).

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9564 and 9560 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: May 16, 2013

All American Asphalt

Original Contractor – Principal

Fidelity and Deposit Company of Maryland

Surety

By

William Syrkin

Its Attorney In Fact

By

Robert Bradley, Vice President

(If corporation, affix seal)

(Corporate Seal)

Please See Attached

(Corporate Seal)

STATE OF _____

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 executed the same in his authorized capacities, and that by his 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).

V.073112

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On May 17, 2013 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

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

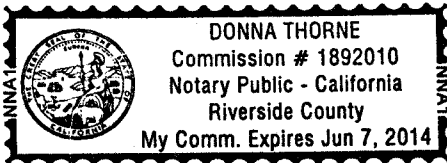
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond No. 7635345

Document Date 5/16/2013 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

X Corporate Officer — Title(s): Vice-President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 05/16/2013 before me, A. Wilkison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)

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

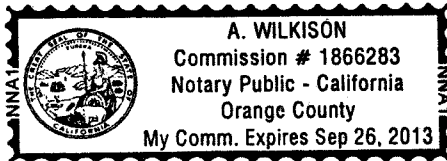
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7635345

Document Date: 05/16/2013

Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 16th day of May, 2013



Geoffrey Delisio

Geoffrey Delisio, Vice President

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 15th day of January, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

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



Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

Want More?

Help Me Find a Company Representative in My Area

Last Revised - November 10, 2012 10:58 AM
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2013

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
[Irvine Branch]
P.O. Box 5003
San Ramon, CA 94583

CONTACT NAME: Certificate Department
PHONE (A/C, No. Ext): (925) 244-7700 FAX (A/C, No.): (925) 901-0671
E-MAIL: EPICcerts@EdgewoodIns.com
ADDRESS:

INSURED
All American Asphalt
P.O. Box 2229
Corona, CA 92878-2229

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH SPECIALTY INS CO	21199
INSURER B: ZURICH AMER INS CO	16535
INSURER C: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER D: SEABRIGHT INS CO	15563
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 33696537

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GPP002265804	08/01/12	08/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP557108800	08/01/12	08/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE14505355	08/01/12	08/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	BB1120243	08/01/12	08/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project #C0-0539 / Federal Aid #HSIPL 5956(202) / RE: Sierra Avenue Resurfacing Project Between Karen Lane / Oak Quarry Road and County of Riverside / City of Fontana Border / City of Jurupa Valley /

*See Attached for 30 Day notice for further information

[10]

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

CERTIFICATE HOLDER

Project #C0-0539
County of Riverside
Transportation Department
Attn: Joel Jimenez
3525 14th Street
Riverside, CA 92501

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEMO

To:	Whom it may concern
From:	Edgewood Partners Insurance Centers (EPIC)
Named Insured:	All American Asphalt
Policy Number(s):	GPP002265804, BAP557108800, BE14505355, BB1120243
RE:	Notice of Cancellation

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

Sincerely,


Kathy Lopez

Account Manager
925-244-7700

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents, and Representatives; City of Jurupa Valley, its Directors, Officers, Employees, Agents, and Representatives; City of Fontana, its Directors, Officers, Employees, Agents, and Representatives.

Project

Project #C0-0539 / Federal Aid #HSIPL 5956(202) / RE: Sierra Avenue Resurfacing Project Between Karen Lane / Oak Quarry Road and County of Riverside / City of Fontana Border / City of Jurupa Valley /

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP002265604

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/12

00 CGL0006 00 05 07



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents, and Representatives; City of Jurupa Valley, its Directors, Officers, Employees, Agents, and Representatives; City of Fontana, its Directors, Officers, Employees, Agents, and Representatives.

Project

Project #C0-0539 / Federal Aid #HSIPL 5956(202) / RE: Sierra Avenue Resurfacing Project Between Karen Lane / Oak Quarry Road and County of Riverside / City of Fontana Border / City of Jurupa Valley /

Endorsement Number:


This endorsement is effective on the inception date of this policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/12



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Project

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents, and Representatives; City of Jurupa Valley, its Directors, Officers, Employees, Agents, and Representatives; City of Fontana, its Directors, Officers, Employees, Agents, and Representatives.

Project #C0-0539 / Federal Aid #HSIPL 5956(202) / RE: Sierra Avenue Resurfacing Project Between Karen Lane / Oak Quarry Road and County of Riverside / City of Fontana Border / City of Jurupa Valley /

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Of Rights of Recovery Against Others to Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **SCHEDULE** above because of payments we make for injury or damage arising out of your operations or "your work" done under a written contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/12



POLICY NUMBER: BAP557108800

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/01/12

SCHEDULE

Name of Person(s) or Organization(s):

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

Each person or organization shown in the Schedule 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 contained in **Section II** of the Coverage Form.

Schedule

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents, and Representatives; City of Jurupa Valley, its Directors, Officers, Employees, Agents, and Representatives; City of Fontana, its Directors, Officers, Employees, Agents, and Representatives.

Project

Project #C0-0539 / Federal Aid #HSIPL 5956(202) / RE: Sierra Avenue Resurfacing Project Between Karen Lane / Oak Quarry Road and County of Riverside / City of Fontana Border / City of Jurupa Valley /



CA 20 48 02 99

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Includes copyrighted material of the
Insurance Services Office, Inc., with its permission
Copyright, Insurance Services Office, Inc., 1999

CA 1028 (2-99)
Page 1 of 1



Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.			
BAP557108800	08/01/12	08/01/13	08/01/13			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

Schedule

Project

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents, and Representatives; City of Jurupa Valley, its Directors, Officers, Employees, Agents, and Representatives; City of Fontana, its Directors, Officers, Employees, Agents, and Representatives.

Project #C0-0539 / Federal Aid #HSIPL 5956(202) / RE: Sierra Avenue Resurfacing Project Between Karen Lane / Oak Quarry Road and County of Riverside / City of Fontana Border / City of Jurupa Valley /

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

Person or Organization	Schedule	Job Description
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents, and Representatives; City of Jurupa Valley, its Directors, Officers, Employees, Agents, and Representatives; City of Fontana, its Directors, Officers, Employees, Agents, and Representatives.		Project #C0-0539 / Federal Aid #HSIPL 5956(202) / RE: Sierra Avenue Resurfacing Project Between Karen Lane / Oak Quarry Road and County of Riverside / City of Fontana Border / City of Jurupa Valley /

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

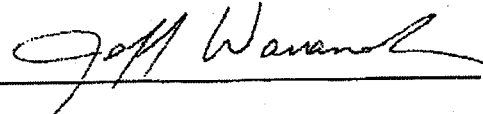
* The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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

Endorsement Effective 8/1/12 Policy No. BB1120243
Insured All American Asphalt
Insurance Company Seabright Insurance Company

Endorsement No.
Policy Effective Date 8/1/12

Countersigned By



WC 04 03 06
(Ed. 4-84)



EXCESS LIABILITY DECLARATIONS

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

A CAPITAL STOCK COMPANY

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

POLICY NUMBER: BE 14505355

RENEWAL OF: 21422933

PRODUCER NAME: WHOLESALE TRADING CO-OP INSURANCE SERVICES LLC

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

ITEM 1. NAMED INSURED: ALL AMERICAN ASPHALT

ADDRESS: 1776 ALL AMERICAN WAY
CORONA, CA 91718

ITEM 2. POLICY PERIOD: FROM: August 1, 2012 TO: August 1, 2013
AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. LIMITS OF INSURANCE:

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

\$25,000,000 Each Occurrence

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

ITEM 4. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy

Insurer, Policy No. and Term

Applicable Limits

As per Schedule of
Underlying Ins.
Attached

Each Occurrence
Annual Aggregate (where applicable)

Other Underlying Insurance

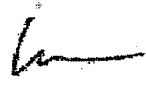
Applicable Limits

As per Schedule of
Underlying Ins.
Attached

Each Occurrence
Annual Aggregate (where applicable)

ITEM 5. POLICY PREMIUM:

COUNTERSIGNED _____
60226 (11/09) DATE
AH2694

BY  Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: BE 14505355

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

**TYPE OF POLICY
OR COVERAGE**

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

LIMITS

GENERAL LIABILITY

ARCH SPECIALTY INS. CO.
GPP0022658-04
08/01/12
08/01/13

\$1,000,000
EACH OCCURRENCE
\$2,000,000
GENERAL AGGREGATE
\$2,000,000
DESIGNATED CONST PROJECTS GEN AG

\$2,000,000
PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the limit

GENERAL LIABILITY

ARCH SPECIALTY INS. CO.
GPP002702804
08/01/12
08/01/13
Large D.O.T. Projects

\$2,000,000
EACH OCCURRENCE
\$4,000,000
GENERAL AGGREGATE
\$2,000,000
DESIGNATED CONST PROJECTS GEN AG

\$2,000,000
PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the limit

AUTO LIABILITY

Zurich American Insurance Comp
BA557108800
08/01/12
08/01/13

\$1,000,000
COMBINED SINGLE LIMIT

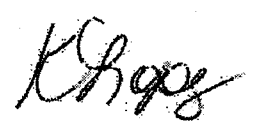
Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

SEABRIGHT INSURANCE
BB1120243
08/01/12
08/01/13

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

Defense Expenses are in addition to the limit



SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: BE 14505355

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

**TYPE OF POLICY
OR COVERAGE**

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

LIMITS

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

ARCH SPECIALTY INS. CO.
GPP0022658-04
08/01/12
08/01/13

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

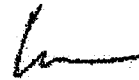
Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY
(D.O.T.)

ARCH SPECIALTY INS. CO.
GPP002702804
08/01/12
08/01/13

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

Defense Expenses are in addition to the limit



Christopher G. Kopser
AUTHORIZED REPRESENTATIVE



EXCESS LIABILITY POLICY FORM

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

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

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

INSURING AGREEMENTS

I. Coverage

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

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

C. Maintenance of Underlying Insurance

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

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

II. Definitions

A. Ultimate Net Loss

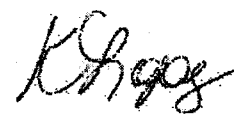
The term "Ultimate Net Loss" means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurance, excepting however the Underlying Insurance shown in Item 4 of the Declarations.

B. Each Annual Period

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

C. Pollutants

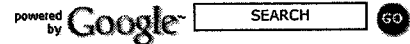
The term "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.



CALIFORNIA

Report Center

DEPARTMENT OF INSURANCE


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CONSUMERS: LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)

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

As of: April 12, 2013

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

A

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
ACE European Group Limited (U.K.)	06/20/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty AG (Germany)	06/16/2004
(Name changed from Allianz Marine & Aviation Versicherungs-AG effective 07/28/2006)	
Allied World National Assurance Company (New Hampshire)	12/18/1997
(Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	
Alterra Excess & Surplus Insurance Company (Delaware)	06/19/2008
(Name changed from Alterra Specialty Insurance Company effective 09/27/2010. Name changed from Max Specialty Insurance Company effective 05/13/2010)	
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Safety Indemnity Company (Oklahoma)	11/20/1996
(Name changed from Trafalgar Insurance Company effective 04/10/2000)	
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Nebraska)	09/01/1995
(Name changed from Rock River Insurance Company effective 08/01/2002)	
(Domicile changed from Wisconsin to Nebraska effective 12/28/2006)	
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota)	03/03/1998
(Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	
Associated Electric & Gas Insurance Services Limited (Bermuda)	11/03/1995
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012
Atain Specialty Insurance Company (Michigan)	09/01/1995
(Name changed from USF Insurance Company effective 08/25/2011)	
(Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
AXA Corporate Solutions Assurance (France)	08/14/2003
AXIS Specialty Europe SE (Ireland)	06/20/2007
(Name changed from AXIS Specialty Europe Public Limited Company effective 09/10/2012. Name changed from AXIS Specialty Europe Limited effective 04/26/2012)	
AXIS Surplus Insurance Company (Illinois)	12/15/1995
(Name changed from Sheffield Insurance Corporation effective 06/09/2003)	

[Back to Top](#)**B - D**

Insurer	Date Approved
Berkley Assurance Company (Iowa)	07/20/2011
Berkley Regional Specialty Insurance Company (Delaware)	04/12/2012
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
Bracken Hill Specialty Insurance Company Inc. (Illinois)	10/08/2010
(Name changed from Hiscox Specialty Insurance Company Inc. effective 07/09/2012)	
Burlington Insurance Company (North Carolina)	11/17/1995

Company Profile

ZURICH AMERICAN INSURANCE COMPANY
1400 AMERICAN LANE
SCHAUMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	0212
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

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Company Profile

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

Agent for Service of Process
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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[Composite Complaint Studies](#)

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Company Profile

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600
SEATTLE, WA 98101

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY

Effective Date: 03-16-2004

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833-3505

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

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

Want More?

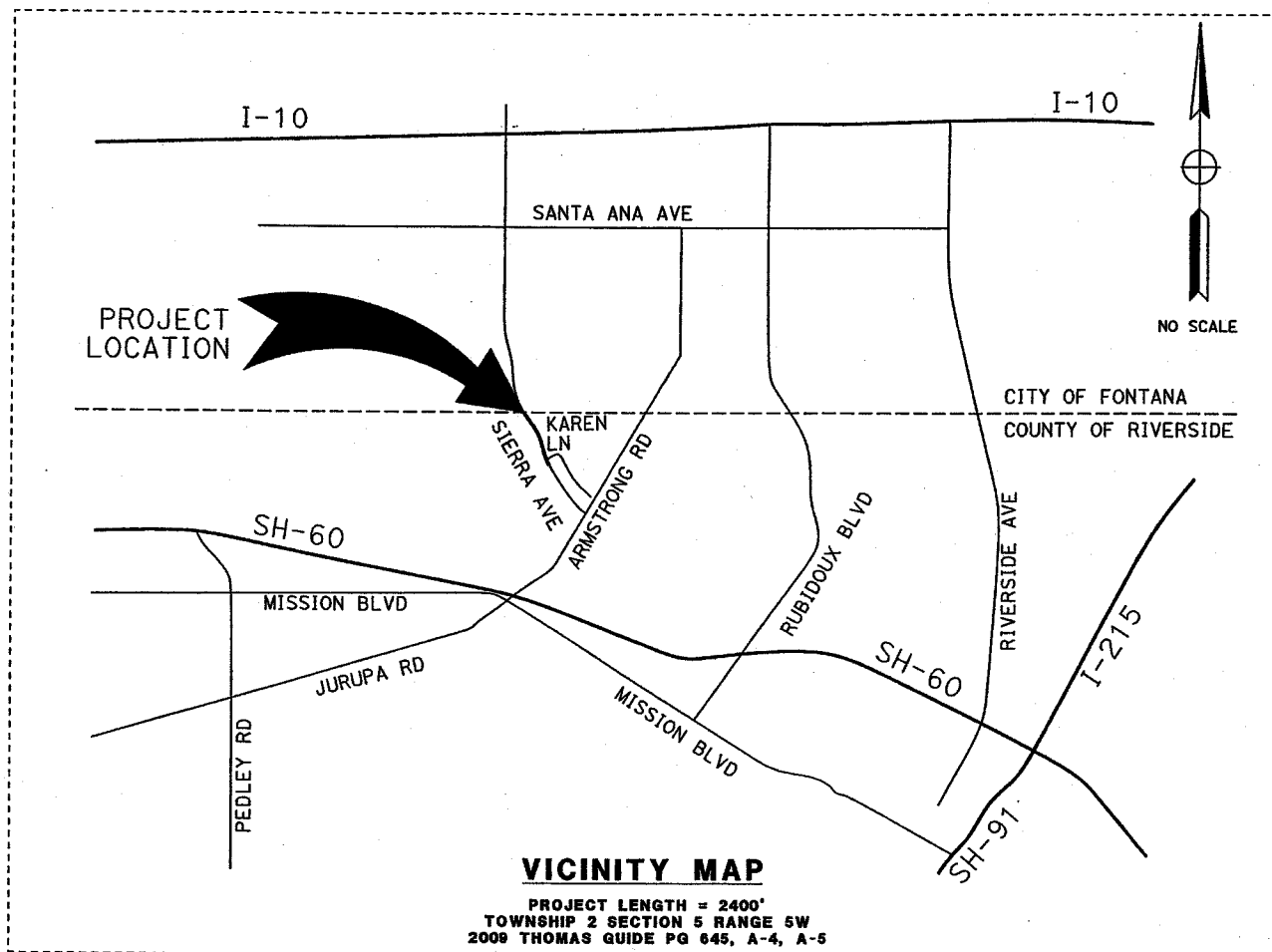
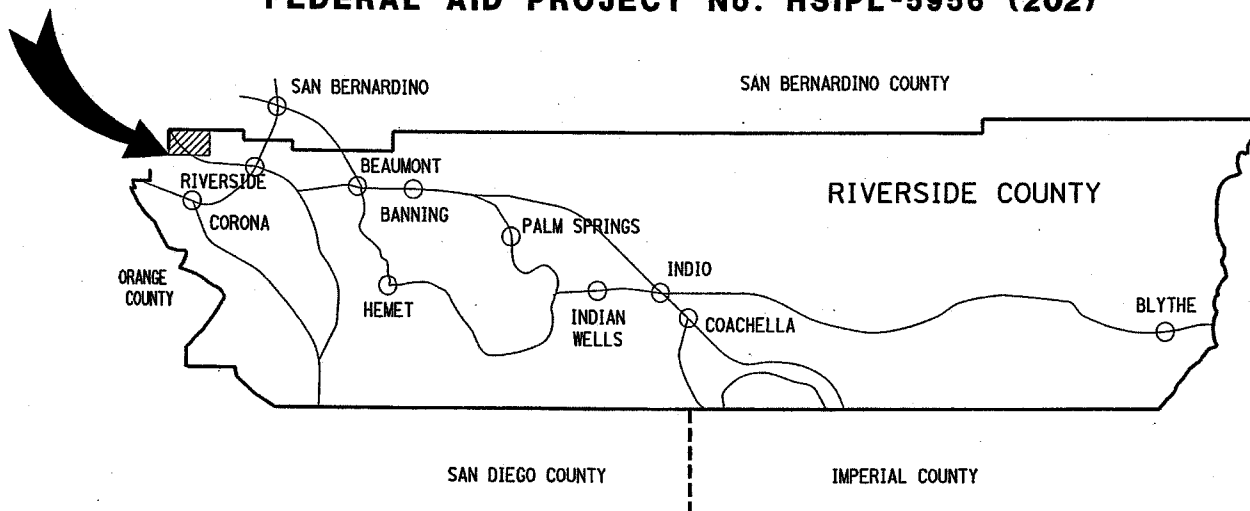
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COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

SIERRA AVENUE RESURFACING PROJECT

BETWEEN KAREN LANE/OAK QUARRY ROAD
AND
COUNTY OF RIVERSIDE/CITY OF FONTANA BORDER
FEDERAL AID PROJECT No. HSIPL-5956 (202)



Riverside County Transportation Department
Summary of Bids

PROJECT: Sierra Avenue Resurfacing Project
Between Karen Lane / Oak Quarry Road and
Riverside County / City of Fontana Border
City of Jurupa Valley
PROJECT No. C0-0539, FEDERAL AID No. HS1PL-5956(202)

Advertised: April 2, 2013 (Agenda Item: 3.16)

Addenda: 1 (April 24, 2013)

Bids Open: 2 pm Date: Wednesday, May 1, 2013

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE				All American Asphalt Corona, CA 92878	
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	1	
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	500.00	500.00		
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00	5,000.00	5,000.00		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00	15,000.00	15,000.00		
4	160101	CLEARING AND GRUBBING	LS	1	3,000.00	3,000.00	3,000.00	3,000.00		
5	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	3,000.00	3,000.00		
6	011512	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15')	SQYD	18,000	2.00	36,000.00	0.60	10,800.00		
7	011509	COLD PLANE ASPHALT CONCRETE PAVEMENT (.21')	SQYD	65	2.00	130.00	10.00	650.00		
8	390130	HOT MIX ASPHALT	TON	1,800	85.00	153,000.00	62.75	112,950.00		
9	390138	RUBBERIZED HOT MIX ASPHALT (OPEN GRADED)	TON	750	85.00	63,750.00	75.00	56,250.00		
10	394054	SHOULDER RUMBLE STRIP (AC, GROUND-IN INDENTATIONS)	LF	4,520	1.00	4,520.00	0.85	3,842.00		
11	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SQFT	39,000	0.10	3,900.00	0.07	2,730.00		
12	850102	PAVEMENT MARKER (REFLECTIVE)	EA	445	4.00	1,780.00	3.40	1,513.00		
13	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	2,400	4.00	9,600.00	1.05	2,520.00		
14	840504	4" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 27B, LEAD-IN]	LF	5,500	1.25	6,875.00	0.45	2,475.00		
15	840511	4" THERMOPLASTIC TRAFFIC STRIPE (DASHED WHITE) [DETAIL 12, 37B]	LF	6,000	1.00	6,000.00	0.40	2,400.00		
16	840506	8" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 38]	LF	350	1.50	525.00	1.50	525.00		
17	840501	THERMOPLASTIC TRAFFIC STRIPE [DETAIL 22, 29]	LF	5,710	1.50	8,565.00	0.85	4,853.50		
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	160	10.00	1,600.00	5.75	920.00		
19	566011	ROADSIDE SIGN - ONE POST	EA	2	250.00	500.00	400.00	800.00		
20	150742	REMOVE ROADSIDE SIGN [AND SALVAGE]	EA	2	150.00	300.00	100.00	200.00		
21	000003	SKID TESTING (BEFORE & AFTER)	LS	1	7,000.00	7,000.00	15,000.00	15,000.00		
22	015603	SOLAR POWERED RADAR SPEED FEEDBACK SIGN	LS	1	15,000.00	15,000.00	17,071.50	17,071.50		
23	019901	DE-MOBILIZATION	LS	1	18,000.00	18,000.00	18,000.00	18,000.00		

Project Total					368,045.00		280,000.00		
Items 1-23									

Riverside County Transportation Department
Summary of Bids

PROJECT: Sierra Avenue Resurfacing Project
Between Karen Lane / Oak Quarry Road and
Riverside County / City of Fontana Border
City of Jurupa Valley

Advertised: April 2, 2013 (Agenda Item: 3.16)

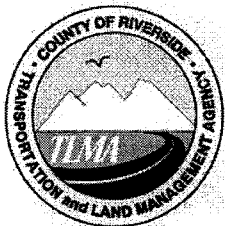
Addenda: 1 (April 24, 2013)

Bids Open: 2 pm Date: Wednesday, May 1, 2013

PROJECT No. C0-0539, FEDERAL AID No. HSIPL-5956(202)

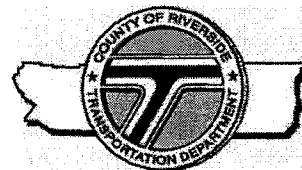
BASE BID				2		3		
				Hardy & Harper, Inc. Santa Ana, CA 92705		United Paving Co. La Mirada, CA 90638		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,984.40	1,984.40	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	1,000.00	1,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,000.00	16,000.00	7,000.00	7,000.00
4	160101	CLEARING AND GRUBBING	LS	1	300.00	300.00	2,500.00	2,500.00
5	170101	DEVELOP WATER SUPPLY	LS	1	300.00	300.00	1,500.00	1,500.00
6	011512	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15')	SQYD	18,000	1.32	23,760.00	1.95	35,100.00
7	011509	COLD PLANE ASPHALT CONCRETE PAVEMENT (.21')	SQYD	65	3.00	195.00	9.00	585.00
8	390130	HOT MIX ASPHALT	TON	1,800	65.00	117,000.00	85.55	153,990.00
9	390138	RUBBERIZED HOT MIX ASPHALT (OPEN GRADED)	TON	750	88.00	66,000.00	98.00	73,500.00
10	394054	SHOULDER RUMBLE STRIP (AC, GROUND-IN INDENTATIONS)	LF	4,520	0.88	3,977.60	1.60	7,232.00
11	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SQFT	39,000	0.07	2,730.00	0.05	1,950.00
12	850102	PAVEMENT MARKER (REFLECTIVE)	EA	445	4.00	1,780.00	3.80	1,691.00
13	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	2,400	1.50	3,600.00	2.12	5,088.00
14	840504	4" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 27B, LEAD-IN]	LF	5,500	0.47	2,585.00	1.18	6,490.00
15	840511	4" THERMOPLASTIC TRAFFIC STRIPE (DASHED WHITE) [DETAIL 12, 37B]	LF	6,000	0.36	2,160.00	1.05	6,300.00
16	840506	8" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 38]	LF	350	1.00	350.00	1.00	350.00
17	840501	THERMOPLASTIC TRAFFIC STRIPE [DETAIL 22, 29]	LF	5,710	0.80	4,568.00	1.40	7,994.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	160	5.00	800.00	10.35	1,656.00
19	566011	ROADSIDE SIGN - ONE POST	EA	2	380.00	760.00	402.00	804.00
20	150742	REMOVE ROADSIDE SIGN [AND SALVAGE]	EA	2	75.00	150.00	60.00	120.00
21	000003	SKID TESTING (BEFORE & AFTER)	LS	1	9,000.00	9,000.00	14,000.00	14,000.00
22	015603	SOLAR POWERED RADAR SPEED FEEDBACK SIGN	LS	1	18,000.00	18,000.00	22,310.00	22,310.00
23	019901	DE-MOBILIZATION	LS	1	18,000.00	18,000.00	18,000.00	18,000.00

Project Total						296,000.00		370,160.00
Items 1-23								



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1

Dated April 24, 2013

to the
Specifications and Contract Documents
for the construction of

Sierra Avenue Resurfacing Project
Between Karen Lane / Oak Quarry Road
And County of Riverside / City of Fontana Border
City of Jurupa Valley

Project No. C0-0539
Federal Aid No. HSIPL - 5956(202)

Bids Due:

Wednesday, May 1, 2013; 2:00 PM
14th Street Transportation Annex
3525 14th Street, Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 3-1.04 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the specifications and special provisions for the referenced project. Any 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 signature page 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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Federal Minimum Wages Update.

Refer to section 5-2 entitled "Federal Prevailing Wages Decision", pages 1 through 21. Delete and replace these pages with the following:

Federal wage determination, General Decision No. CA130036, Modification No. 5, dated 4/12/2013 CA36, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780.

Item 2: Non-Collusion Declaration

Refer to the first paragraph on page 6 of the Special Provisions, 'Non-collusion Affidavit' sub-section of section 2-1.01, 'General'.

Delete the words Affidavit found in the paragraph and replace them with the word Declaration.

Item 3: Clarification – Time required for Performing Skid Testing will not be considered as Working Days.

Duration of time required to perform the Skid Testing (Before and After) as specified in Section 10-1.31, 'Skid Testing' of the Special Provisions, will be exempt from the project Working Days, and will be not considered as included in the ten (10) working days designated in Section 10-1.02 'Liquidated Damages' of the Special Provisions.

Item 4: Clarification – Solar Powered Radar Speed Feedback Sign

Refer to sub-section 'Standards, Steel Pedestals and Post' of Section 10-1.32, 'Solar Powered Radar Speed Feedback Sign' on page 78 of the Special Provisions.

The County of Riverside will furnish the following equipment and materials to the Contractor for installation:

Type 1-A Standard and Anchor Bolts.

Item 5: Remove Yellow Traffic Stripe

The following Special Provisions are added and made part hereof:

REMOVE YELLOW TRAFFIC STRIPE AND PAVEMENT MARKING (HAZARDOUS WASTE):

Prior to commencing work, the Contractor shall test the yellow striping and pavement markings for hazardous substances. If the tested material has not been rendered harmless, the Contractor may continue work; otherwise, the Contractor shall remove any yellow traffic striping and pavement markings in accordance with the following special provisions.

Summary

This work includes removing existing yellow thermoplastic and yellow painted traffic stripe and pavement marking at the locations where the Contractor encounters hazardous substances. The residue from the removal of this material is a hazardous waste.

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking

contained as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs. For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Submittals

Lead Compliance Plan: Submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan" of the Standard Specifications.

Work Plan: Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking for acceptance not less than 15 days prior to the start of the removal operations. The work plan must include:

- A. Objective of the operation.
- B. Removal equipment.
- C. Type of hazardous waste storage containers.
- D. Container storage location and how it will be secured.
- E. Hazardous waste sampling protocol and QA/QC requirements and procedures.
- F. Qualifications of sampling personnel.
- G. Analytical lab that will perform the analyses.
- H. Certification documentation of the hazardous waste hauler that will transport the hazardous waste.
- I. Disposal site that will accept the hazardous waste residue.

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been accepted by the Engineer. The Engineer's review and acceptance does not waive any contract requirements and does not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer; at which time a new review period of 5 business days will begin.

Analytical Test Results: Submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance before:

- A. Requesting the Engineer's signature on the waste profile requested by the disposal facility.
- B. Requesting the Engineer obtain an EPA ID no. for disposal.
- C. Removing the residue from the site.

United States Environmental Protection Agency Identification Number Request: Submit a request for the U.S. EPA ID no. when the Engineer accepts analytical test results documenting that residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking is a hazardous waste.

Disposal Documentation: Submit receiving landfill documentation of proper disposal within 5 business days of residue transport from the project.

CONSTRUCTION

Where grinding or other approved methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, the removed residue, including dust, must be contained and collected immediately. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Store hazardous waste residue in labeled and covered containers. Labels must comply with the provisions of 22 CA Code of Regs §§66262.31 and 66262.32. Mark labels with:

- A. Date the hazardous waste is generated.
- B. The words "Hazardous Waste".
- C. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint).
- D. The word "Toxic".
- E. Name, address, and telephone no. of the Engineer.
- F. Contract No.
- G. Contractor or subcontractor name.

Use metal containers approved by the U.S. Department of Transportation for the transportation and temporary storage of the removed residue. Handle the containers such that no spillage occurs. Store containers in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include, at a minimum:

- A. Total lead by EPA Method 6010C.
- B. Total chromium by US EPA Method 7000 series.
- C. Soluble lead by California Waste Extraction Test.
- D. Soluble chromium by California Waste Extraction Test.
- E. Soluble lead by Toxicity Characteristic Leaching Procedure.
- F. Soluble chromium by Toxicity Characteristic Leaching Procedure.

From the 1st 220 gallons of hazardous waste or portion thereof if less than 220 gallons of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gallons of hazardous waste or portion thereof if less than 880 gallons are produced, a

minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of U.S. EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the CA Department of Public Health Environmental Laboratory Accreditation Program for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in CA under the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste residue and dust is generated in total, it must be disposed of within 5 days after the start of accumulation of the residue and dust.

Use a hazardous waste manifest and a transporter registered with the CA Department of Toxic Substance Control. The Engineer will obtain the U.S. EPA ID No. and will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the U.S. EPA ID No.

If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Method of Payment:

If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees to disposal at a non-hazardous waste disposal facility, no cost adjustment will be made.

Full compensation for removing yellow traffic stripe and markings (hazardous waste) shall be considered as included in the various items of work involved, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removal, containment, storage, and disposal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Item 6: Project Funding Identification Sign:

The following Special Provisions are added and made part hereof:

CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:

The Contractor shall furnish and install One (1) Construction Project Funding Identification Sign (4' X 8'); the sign shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

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

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

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

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

Method of Payment:

Full compensation for furnishing and installing Construction Project Funding Identification Sign, including transportation, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the required work, including all necessary excavation and backfill, shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.


Addendum No. 1
Sierra Avenue Resurfacing Project
Between Karen Lane / Oak Quarry Road And County of Riverside / City of Fontana Border
City of Jurupa Valley
Project No. C0-0539, Federal Aid No. HSIPL – 5956(202)
April 24, 2013
Page 7 of 7

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


Dennis Acuna, P.E.



Concurrence:

 4/24/13
Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged: _____ Date: _____
(Contractor)

JRJ:jrj:rr

BID TO THE COUNTY OF RIVERSIDE

SIERRA AVENUE
RESURFACING PROJECT
BETWEEN KAREN LANE/ OAK QUARRY ROAD
AND COUNTY OF RIVERSIDE/ CITY OF FONTANA BORDER
CITY OF JURUPA VALLEY
PROJECT No. C0-0539
FEDERAL AID No. HSIPL 5956 (202)

NAME OF BIDDER: All American Asphalt

The work for which this bid is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The work to be done is shown upon plans entitled, Sierra Avenue Resurfacing Project Between Karen Lane/ Oak Quarry Road and County of Riverside/ City of Fontana Border.

ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s:

**1

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

TO THE COUNTY OF RIVERSIDE:

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation and in submitting this Bid, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by the Federal requirements set forth under Section 6 of these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this Bid is accepted that he will contract with the County of Riverside in the form of the copy of the contract annexed hereto, and will deliver the Faithful Performance Bond, Payment Bond, and Insurance Certificate with endorsements, which comply with the requirements set forth in the contract documents, within 10 working days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County of Riverside, and agrees to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

**SIERRA AVENUE
RESURFACING PROJECT
BETWEEN KAREN LANE/ OAK QUARRY ROAD
AND COUNTY OF RIVERSIDE/ CITY OF FONTANA BORDER
CITY OF JURUPA VALLEY
PROJECT No. C0-0539
FEDERAL AID No. HSIPL-5956(202)**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	500 -	500 -
2	074020	WATER POLLUTION CONTROL	LS	1	5000 -	5000 -
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15000 -	15000 -
4	160101	CLEARING AND GRUBBING	LS	1	3000 -	3000 -
5	170101	DEVELOP WATER SUPPLY	LS	1	3000 -	3000 -
6	011512	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15')	SQYD	18,000	.60	10800 -
7	011509	COLD PLANE ASPHALT CONCRETE PAVEMENT (.21')	SQYD	65	10 -	650 -
8	390130	HOT MIX ASPHALT	TON	1,800	62.75	112950 -
9	390138	RUBBERIZED HOT MIX ASPHALT (OPEN GRADED)	TON	750	75 -	56250 -
10	394054	SHOULDER RUMBLE STRIP (AC, GROUND-IN INDENTATIONS)	LF	4,520	.85	3842 -
11	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	SQFT	39,000	.07	7230 -
12	850102	PAVEMENT MARKER (REFLECTIVE)	EA	445	3.40	1513 -
13	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	2,400	1.05	2520 -
14	840504	4" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 27B, LEAD-IN]	LF	5,500	.45	2475 -
15	840511	4" THERMOPLASTIC TRAFFIC STRIPE (DASHED WHITE) [DETAIL 12, 37B]	LF	6,000	.40	2400 -
16	840506	8" THERMOPLASTIC TRAFFIC STRIPE [DETAIL 38]	LF	350	1.50	525 -
17	840501	THERMOPLASTIC TRAFFIC STRIPE [DETAIL 22, 29]	LF	5,710	.85	4853.50
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	160	5.75	920 -
19	566011	ROADSIDE SIGN - ONE POST	EA	2	400 -	800 -
20	150742	REMOVE ROADSIDE SIGN [AND SALVAGE]	EA	2	100 -	200 -
21	000003	SKID TESTING (BEFORE & AFTER)	LS	1	15000 -	15000 -
22	015603	SOLAR POWERED RADAR SPEED FEEDBACK SIGN	LS	1	17071.50	17071.50
23	019901	DE-MOBILIZATION	LS	1	18,000.00	18,000.00

PROJECT TOTAL:
ITEMS 1-23

two hundred ^{eighty} ~~seventy~~ thousand —

"WORDS"

B2

280,000.00
~~\$270,000.00~~ RP 17071

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least 10 percent of the total bid.

The names of all persons interested in the foregoing Bid as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

TRUE NAME OF BIDDER:

All American Asphalt - Corporation Mark Luer - President

Robert Bradley - Vice President
Michael Parks - Secretary

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 4/25/13

Robert Bradley, Vice President
PRINT NAME AND TITLE

[Signature]
Signature of Bidder

Vice President
TITLE

If the bidder is a corporation, attach the Corporate Resolution which authorizes the signatory to represent the Corporation)

NAME OF BIDDER All American Asphalt

BUSINESS P.O. BOX P.O. Box 2729

CITY, STATE, ZIP Corona, CA 92878-2229

BUSINESS STREET ADDRESS 400 E. Sixth Street

(Please include even if P.O. Box used)

CITY, STATE, ZIP Corona, CA 92879

TELEPHONE NO: AREA CODE (951) 736-7600

FAX NO: AREA CODE (951) 736-7646

ELECTRONIC MAIL: rbradley@allamericanasphalt.com

CONTRACTOR LICENSE NO. 217073

EXPIRATION DATE: 1/31/14

LICENSE CLASSIFICATIONS: A, C-12



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on April 25, 2013 authorizes Robert Bradley to execute contracts and agreements on behalf of the Company in the capacity of Vice President.

Michael Farkas
Secretary

SUBCONTRACTORS:

The undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the general Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of the one percent (1%) of the general Contractor's total bid or \$10,000 whichever is greater, and the portion of the work which will be done by each subcontractor as follows:

Subcontractor's
Name

License
No.

Place of Business

Description of Work

cal pro Eng

793407

~~RB~~ La puente

electoral

chispico

374 600

Bloomington

Striping 2
Rumble Strip

Percent of work to be performed by sub-contractors: 17%
(Note: 50% of work required to be performed by general contractor)

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

DECLARATION

The bidder hereby declares under penalty of perjury that the bidder ~~has~~_____, has not ☒_____ been convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.

Note:

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

QUESTIONNAIRE

The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain circumstances on a separate page.

COMPLIANCE WITH ORDERS OF NATIONAL LABOR RELATIONS BOARD STATEMENT

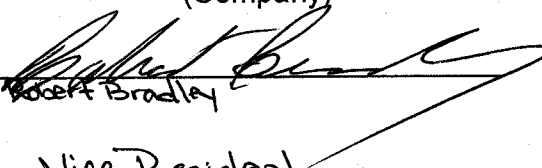
The Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the bidder shall execute the Non-Collusion Affidavit that is a part of this Bid, as appropriate for the bidder's business category.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder All American Asphalt proposed subcontractor _____, hereby certifies that he has ☒, has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirement.

All American Asphalt
(Company)
By: 
Robert Bradley
Vice President
(Title)

Date: 4/25/13

NOTE:

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFP 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Non-Collusion Declaration

To be executed by bidder and submitted with bid.
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President (Title) of All American Asphalt (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 applicable laws that the foregoing is true and correct and that this declaration is executed on

April (Month) 25 (Day) of 2013 (Year),

at Corona (City), California (State).

Signature of Declarant: 

Printed name of Declarant: Robert Bradley

Name of Bidder (Company): All American Asphalt

Title or Office: Vice President

Note: Notarization of signature required.

☒ Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On 4/25/2013 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

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

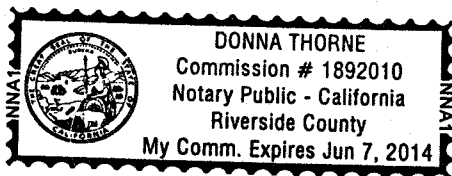
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document Non-Collusion Declaration
Document Date 4/25/2013 Number of Pages: One (1)

Signer(s) Other Than Named Above: None
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

X Corporate Officer — Title(s): Vice-President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

NON LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- ☐ a. initial
b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- ☐ Prime ☐ Subawardee
Tier _____, if known

**5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:**

6. Federal Department/Agency:
Congressional District, if known _____

7. Federal Program Name/Description:
Congressional District, if known _____

8. Federal Action Number, if known:

9. Award Amount, if known:
CFDA Number, if applicable _____

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including
address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

12. Form of Payment (check all that apply):

- ☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

**16. Information requested through this form is authorized by Title 31
U.S.C. Section 1352. This disclosure of lobbying reliance was placed
by the tier above when his transaction was made or entered into. This
disclosure is required pursuant to 31 U.S.C. 1352. This information
will be reported to Congress semiannually and will be available for
public inspection. Any person who fails to file the required disclosure
shall be subject to a civil penalty of not less than \$10,000 and not
more than \$100,000 for each such failure.**

Signature: Robert Bradley

Print Name: Robert Bradley

Title: Vice President

Telephone No.: (951) 724-7100 Date: 4/25/13

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

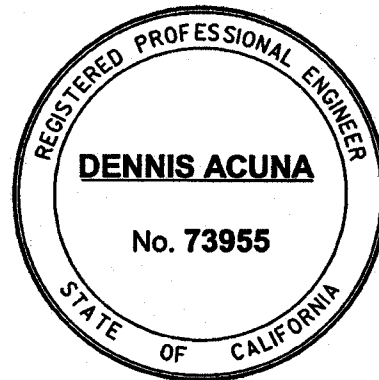
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.


SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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


Dennis Acuna, P.E.



Concurrence:

 4/24/13
Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged:

JRJ:jrj:rr


Robert Bradley (Contractor) Date: 4/25/13

Bid Bond

Recitals:

1. All American Asphalt "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Sierra Avenue Resurfacing Project, Between Karen Lane/ Oak Quarry Road and County of Riverside/ City of Fontana Border, City of Jurupa Valley, Project No. C0-0539, Federal Aid No. HSIPL 5956 (202) in accordance with a Notice Inviting Bids from the County.
2. Fidelity and Deposit Company of Maryland a Maryland corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: April 22, 2013

Signatures:

Fidelity and Deposit Company of Maryland

All American Asphalt

By: _____

William Syrkin

By: _____

Title: _____

Attorney in Fact
"Surety"

Title: _____

Robert Bradley, Vice President
"Contractor"

Please See Attached

STATE OF _____
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 Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 15th day of January, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 21st day of April, 2003



Geoffrey Delisio

Geoffrey Delisio, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

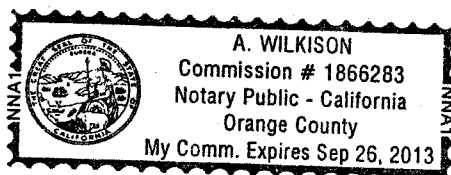
State of California }

County of OrangeOn 04/22/2013 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared William Syrkin
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature A. Wilkison
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Bid Bond.Document Date: 04/22/2013 Number of Pages: One (1)Signer(s) Other Than Named Above: All American Asphalt**Capacity(ies) Claimed by Signer(s)**Signer's Name: William Syrkin

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

Signer Is Representing: _____
 Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of RiversideOn 4/25/2013 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Robert Bradley
Name(s) of Signer(s)

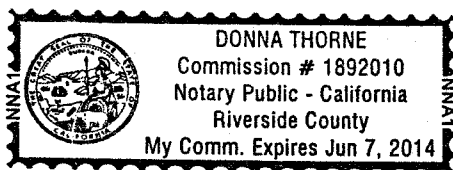
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

Description of Attached Document

Title or Type of Document Bid Bond
Document Date 4/22/2013 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley☐ Individual☒ Corporate Officer — Title(s): Vice-President☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Company Profile**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

1400 AMERICAN LANE, 19TH FLOOR TOWER 1

SCHUAMBURG, IL 60196-1056

800-382-2150

Agent for Service of ProcessKAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA
95833-3505Unable to Locate the Agent for Service of Process?**Reference Information**

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

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

Last Revised - November 10, 2012 10:58 AM
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