

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

920  
A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
April 8, 2014

**SUBJECT:** Fiscal Year 2012/2013 Slurry Seal Project at Various Locations. 1<sup>st</sup>/1<sup>st</sup> and 3<sup>rd</sup>/3<sup>rd</sup> Districts. [\$ 1,281,265]; Local Funds 100%

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

1. Approve one addendum to the plans and specifications issued prior to the February 19, 2014, bid opening; and
2. Accept the low bid of American Asphalt South, Inc. of Fontana, CA in the amount of \$1,281,265; and
3. Award the contract to American Asphalt South, Inc. and authorize the Chairman of the Board to executed the contract documents.

Departmental Concurrence

JCP:rrj:rr

**Patricia Romo**  
Assistant Director of Transportation

*Patricia Romo*  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 381,265	\$ 900,000	\$ 1,281,265	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Gas Tax (ABX8-9 Mar 2010 New HUTA) (100%).  
There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 2013/2014

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

APPROVE

BY: *Tina Grande*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** April 8, 2014  
**xc:** Transp.

Kecia Harper-Ihem  
Clerk of the Board

By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: 1/28/14, Item 3-23 | District: 1/1, 3/3 | Agenda Number:

**3-30**

FORM APPROVED COUNTY COUNSEL  
BY: *Y.M. Recker*  
MARSHAL VICTOR  
DATE: 3/25/14

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Fiscal Year 2012/2013 Slurry Seal Project at Various Locations. 1<sup>st</sup>/1<sup>st</sup> and 3<sup>rd</sup>/3<sup>rd</sup> Districts.**  
[\$1,281,265]; Local Funds 100%

**DATE:** April 10, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

This is a regular preventative maintenance project performed to extend the pavement life of various suitable roads in Riverside County. In order to obtain a more efficient performance of work, the slurry seal project has been divided into two groups, summer 2013 and spring 2014. Construction has been completed for the first group, summer 2013, including various streets located within the 4th and 5th supervisorial districts. The spring 2014 group is included in this award package and covers various streets located within the 1st and 3rd supervisorial districts. The specific roads for spring 2014 are listed in Attachment "1."

By Minute Order dated January 28, 2014 (Agenda Item 3-23), the Board of Supervisors authorized the Clerk of the Board to advertise the Slurry Seal Project for Fiscal Year 2012/2013 at Various Locations in District 1 and District 3.

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

Five bids were received on February 19, 2014, ranging from \$1,281,265 to \$2,042,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by American Asphalt South, Inc. of Fontana, CA in the amount of \$1,281,265, which is \$432,734 (25%) less than the Engineer's Estimate. Project costs are estimated to finish within the existing project budget as shown on Attachment "A."

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 Nos. C3-0006, C3-0008

**Impact on Residents and Businesses**

The slurry seal treatment will extend the life of suitable roads and postpone the need for resurfacing, which is ten times more costly.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The slurry seal contract will be funded through Gas Tax (ABX8-9 Mar 2010 New HUTA).

**Contract History and Price Reasonableness**

N/A

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP=s Only)

User Department:	Transportation Department
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N/A

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

Minority Status:

- M  W  DV  None

Local Preference Applied:  Yes  No  N/A

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

Local Preference FYTD: Cost \$

# of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$1,281,265.20 to \$2,042,000.00  
Local Bid Range: N/A  
Responsive and Responsible Bid Range: \$1,281,265.20 to \$2,042,000.00

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

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

**Contract**

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **American Asphalt South, Inc.**, hereafter called "Contractor".

WITNESSETH

**Recitals:**

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Slurry Seal Project for Fiscal Year 2012 / 2013, District 1, Project No. C3-0006, District 3, Project No. C3-0008**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

**Agreement:**

It is agreed by the parties as follows:

1. **Contract Documents**

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **May 2006** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(One)**, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion

Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07 "Liquidated Damages", of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by the Contractor in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by the Contractor at his own risk and as a volunteer and subject to the following:

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**Slurry Seal Project for Fiscal Year 2012 / 2013**

**District 1  
Project No. C3-0006**

**District 3  
Project No. C3-0008**

**Contract**

**Base Bid**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	90,400.00	90,400.00
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	9,900.00	9,900.00
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	160	475.00	76,000.00
4	375022	SCREENINGS (MEDIUM)	SQYD	108,000	1.75	189,000.00
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	760	193.00	146,680.00
6	377501	SLURRY SEAL (TYPE 1)	TON	3,090	200.48	619,483.20
7	377501	SLURRY SEAL (TYPE 2 OVER SCRUB SEAL)	TON	100	207.99	20,799.00
8	377501	SLURRY SEAL (TYPE 2)	TON	490	183.20	89,768.00
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	20,000	0.44	8,800.00
10	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	7,500	3.75	28,125.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	16.50	2,310.00

PROJECT TOTAL: One million, two hundred eighty one thousand, two hundred sixty five dollars and twenty cents

**\$1,281,265.20**

ITEMS 1-11 "WORDS"

Slurry Seal Project for Fiscal Year 2012 / 2013

District 1  
Project No. C3-0006

District 3  
Project No. C3-0008

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

COUNTY OF RIVERSIDE

American Asphalt South, Inc.

BY: Jeff Stone  
JEFF STONE  
Chairman, Board of Supervisors

BY: JK Petty

DATED: APR 08 2014

TITLE: Jeff Petty, Vice President  
(If Corporation, affix Seal)

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

ATTEST:  
Lyle Stone

BY: Kecia Harper-Ihem  
Deputy

TITLE: Lyle Stone, Secretary

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

License No. 784989

Federal Employer Identification Number:  
94-3324781

BY \_\_\_\_\_  
"County"

\_\_\_\_\_  
"Corporation"  
(Seal)

**MINUTES OF THE 2014 ANNUAL MEETING  
OF THE BOARD OF DIRECTORS OF  
AMERICAN ASPHALT SOUTH, INC.**

The 2014 annual meeting of the Board of Directors of American Asphalt South, Inc., a California corporation (hereinafter referred to as the "Corporation"), was held in Fontana, California, on January 10, 2014, commencing immediately after the 2013 annual meeting of the shareholders of the Corporation. Said 2014 annual meeting of the Board of Directors was held for the purpose of electing officers of the Corporation, considering reports of the affairs of the Corporation, and transacting other business within the powers of the Board of Directors.

1. CALL TO ORDER-CHAIRMAN AND SECRETARY

The meeting was called to order by Allan A. Henderson, Chairman of the Board of Directors of the Corporation. Lyle Stone, the Corporate Secretary, acted as secretary of the meeting and recorded the minutes. Mr. Henderson then noted that at the 2013 annual meeting of the shareholders of the Corporation, which annual meeting had just concluded, that Allan A. Henderson, Kimberly L. Henderson and Jeffery R. Petty had been re-elected as members of the Corporation's Board of Directors, all to serve as such until the 2015 annual meeting of the shareholders of this Corporation.

2. VALIDITY OF MEETING

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

3. DIRECTORS PRESENT

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

4. ELECTION OF CHAIRMAN

Allan A. Henderson was then unanimously re-elected to serve as the Chairman of the Board of Directors until the 2015 annual meeting.

5. APPROVAL OF PRIOR MINUTES

The Chairman then presented to the meeting the minutes of the January 7, 2013 annual meeting of the Board of Directors of this Corporation, which are in the form of a written action. Said minutes were unanimously approved and all actions taken therein unanimously ratified.

6. NOMINATION AND ELECTION OF OFFICERS




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

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

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

6. ADJOURNMENT

There being no further business, the meeting was adjourned.

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

## Performance Bond

### Recitals:

1. **American Asphalt South, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Slurry Seal Project for Fiscal Year 2012 / 2013, District 1, Project No. C3-0006, District 3, Project No. C3-0008.**
  
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

### Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,281,265.20 (One million, two hundred eighty one thousand, two hundred sixty five dollars and twenty cents)** 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 this 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 Works - Civil Code §9550 et seq.)

The makers of this Bond are American Asphalt South, Inc. as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$1,281,265.20 (One million, two hundred eighty one thousand, two hundred sixty five dollars and twenty 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 Slurry Seal Project for Fiscal Year 2012 / 2013, District 1, Project No. C3-0006, District 3, Project No. C3-0008.

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, 9560 and 9564 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

By \_\_\_\_\_

\_\_\_\_\_  
Surety

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).**

**Performance Bond**

**Recitals:**

1. **American Asphalt South, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Slurry Seal Project for Fiscal Year 2012 / 2013, District 1, Project No. C3-0006, District 3, Project No. C3-0008.**
2. The Guarantee Company of North America USA a Michigan corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,281,265.20 (One million, two hundred eighty one thousand, two hundred sixty five dollars and twenty cents)** 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 this 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 March 7, 2014  
American Asphalt South, Inc

By [Signature]

By Jeff Petty

The Guarantee Company of North America USA

By [Signature]

Type Name Jennifer Lelouarn

Its Attorney in Fact  
"Surety"

Title Vice President

"Contractor"

(Corporate Seal)

(Corporate Seal)

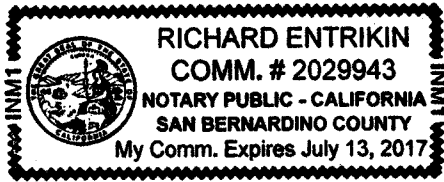
**NOTE:** This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of San Bernardino } ss.

On March 10, 2014 before me, Richard Entrikin - Notary P.  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Jeff Petty  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Richard Entrikin  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

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

**Capacity(ies) Claimed by Signer**

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

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

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

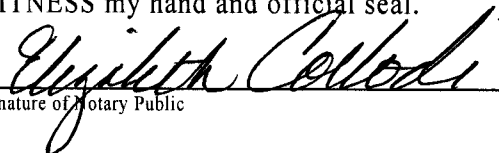
On March 7, 2014 before me, Elizabeth Collodi, Notary Public  
(Here insert name and title of the officer)

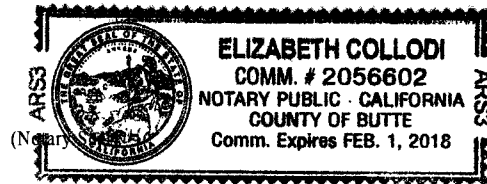
personally appeared Jennifer Lelouarn

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

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

WITNESS my hand and official seal.

  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 03/07/14

The Guarantee Company of North America USA

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

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



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

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

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

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7th day of March, 2014



Randall Musselman, Secretary



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**COMPANY PROFILE**

**Company Information**

**GUARANTEE COMPANY OF NORTH AMERICA USA (THE)**

**ONE TOWNE SQUARE, SUITE 1470  
SOUTHFIELD, MI 1470**

Old Company Names	Effective Date
MID-STATE SURETY CORPORATION	12/20/2006

**Agent For Service**

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

**Reference Information**

NAIC #:	36650
California Company ID #:	4609-4
Date Authorized in California:	10/14/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

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**NAIC Group List**

NAIC Group #: 0000

**Lines Of Business**

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

SURETY

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**Payment Bond**  
(Public Works - Civil Code §9550 et seq.)

The makers of this Bond are American Asphalt South, Inc. as Principal and Original Contractor and The Guarantee Company of North America USA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$1,281,265.20 (One million, two hundred eighty one thousand, two hundred sixty five dollars and twenty 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 Slurry Seal Project for Fiscal Year 2012 / 2013, District 1, Project No. C3-0006, District 3, Project No. C3-0008.


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, 9560 and 9564 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: March 7, 2014

American Asphalt South, Inc.  
Original Contractor – Principal

The Guarantee Company of North America USA  
Surety

By 

By   
Jennifer Belouarn  
Its Attorney In Fact

Title Jeff Petty, Vice President  
(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.  
--SEE ATTACHED--  
California All-Purpose Acknowledgment, Complies with Civil Code  
1189(a)(1) Signature of Notary Public

Notary Public (Seal)

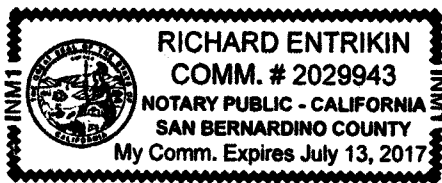
**NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino } ss.

On March 10, 2014 before me, Richard Entrikin - Notary P.  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Jeff Petty  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Richard Entrikin  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

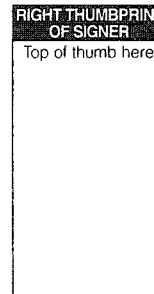
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Butte

On March 7, 2014 before me, Elizabeth Collodi, Notary Public  
(Here insert name and title of the officer)

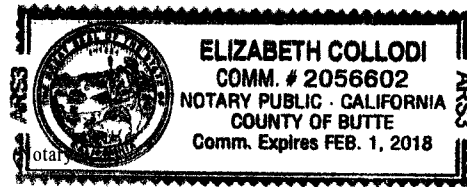
personally appeared Jennifer Lelouarn

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.

Elizabeth Collodi  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 1 Document Date 03/07/14

The Guarantee Company of North America USA

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

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



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

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

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7th day of March, 2014

Randall Musselman, Secretary



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**COMPANY PROFILE**

**Company Information**

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

Old Company Names	Effective Date
MID-STATE SURETY CORPORATION	12/20/2006

**Agent For Service**

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

**Reference Information**

NAIC #:	36650
California Company ID #:	4609-4
Date Authorized in California:	10/14/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

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**NAIC Group List**

NAIC Group #: 0000

**Lines Of Business**

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

SURETY

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2014
-------------------------------

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

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

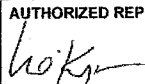
<b>PRODUCER</b> InterWest Insurance Services License #OB01094 P.O. Box 255188 Sacramento CA 95865-5188	<b>CONTACT NAME:</b> Joanne Cadarette	
	<b>PHONE (A/C, No, Ext):</b> 916-609-8362	<b>FAX (A/C, No):</b> 916-979-7562
<b>E-MAIL ADDRESS:</b> jcadarette@iwins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Financial Pacific Ins Company		31453
<b>INSURER B:</b> Arch Insurance Company		11150
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 1774943103                      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab <input checked="" type="checkbox"/> Ded. \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	60423382	12/31/2013	12/31/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	60423382	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None		60423382	12/31/2013	12/31/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	ZAWCI9290000	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: 2012/13 Slurry Seal, District 1 (#C3-0006), District 3 (#C3-0008). County Of Riverside, Its Agencies, Special Districts, Departments, Their Respective Directors, Officers, Board Of Supervisors, Elected/ Appointed Officials, Employees, Agents, Representatives Are Included As Additional Insured (GL/AU), Primary Wording, WC Waiver Attached. Excess Policy Is "Follow" Form. 30-Day Notice Of Cancellation, Except 10-Day Notice For Non-Payment Of Premium Applies Per Policy Provisions.

<b>CERTIFICATE HOLDER</b>  County of Riverside, Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street, 2nd Floor Riverside CA 92501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

Re: 2012/13 Slurry Seal, District 1 (#C3-0006), District 3 (#C3-0008). County Of Riverside, Its Agencies, Special Districts, Departments, Their Respective Directors, Officers, Board Of Supervisors, Elected/ Appointed Officials, Employees, Agents, Representatives Are Included As Additional Insured (GL/AU), Primary Wording, WC Waiver Attached. Excess Policy Is "Follow" Form. 30-Day Notice Of Cancellation, Except 10-Day Notice For

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

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

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

**Description of Job:** See Above

**Location of Job:** See Above



**Authorized Representative**

**AI only Effective from:**

Effective Date: 12/31/2013

Expiration Date: 12/31/2014

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

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

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

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

**ADDITIONAL INSURED:** Re: 2012/13 Slurry Seal, District 1 (#C3-0006), District 3 (#C3-0008). County Of Riverside, Its Agencies, Special Districts, Departments, Their Respective Directors, Officers, Board Of Supervisors, Elected/ Appointed Officials, Employees,

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

Each person or organization named above is an insured for liability coverage, but only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision of Section II Liability Coverage.

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

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

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

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



\_\_\_\_\_  
Authorized Representative



### 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 2 % of the California workers' compensation premium otherwise due on such remuneration.

#### SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON(S) OR ORGANIZATION(S) FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER PRIOR TO A LOSS	ALL JOBS UNDER CONTRACT

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 04/01/13      Policy No ZAWCI9290000      Endorsement No.

Insured AMERICAN ASPHALT REPAIR      Premium \$TRA,

Insurance Company ARCH INSURANCE COMPANY



Authorized Representative



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**COMPANY PROFILE**

**Company Information**

**FINANCIAL PACIFIC INSURANCE COMPANY**

**PO BOX 292220  
SACRAMENTO, CA 95829-2220**

Old Company Names	Effective Date
M. L. OATES INSURANCE COMPANY	12/30/1993

**Agent For Service**

MARY BIANCO  
3880 ATHERTON ROAD  
ROCKLIN CA 95765

**Reference Information**

NAIC #:	31453
California Company ID #:	3132-8
Date Authorized in California:	12/31/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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**NAIC Group List**

NAIC Group #: 0248 UNITED FIRE & CAS GRP

**Lines Of Business**

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

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

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- Company Profile
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- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**ARCH INSURANCE COMPANY**

**300 PLAZA 3  
JERSEY CITY, NJ 07311  
800-475-4094**

Old Company Names	Effective Date
FIRST AMERICAN INSURANCE COMPANY	01/05/1987
FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN FIRST INSURANCE COMPANY	11/06/2002

**Agent For Service**

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

**Reference Information**

NAIC #:	11150
California Company ID #:	3005-6
Date Authorized in California:	07/19/1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

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**NAIC Group List**

NAIC Group #: 1279 Arch Ins Grp

**Lines Of Business**

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
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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# Attachment "A"

Riverside County Transportation Department

Project:	SLURRY SEAL PROJECT - FY 2012/2013		
Project No.(s):	1ST DISTRICT - WO C3-0006 3RD DISTRICT - WO C3-0008		Expenses as of: 11/6/2013

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	1,072		2,000	3,000
Design	54,381	1,000	56,000	15,000
Right-of-way				
Utilities				
Construction		1,281,265	1,347,000	1,813,000
Construction Contingency 5.0%		65,000		
Construction Engineering & Inspection 15.5%	16,485	182,000	199,000	131,000
Construction Survey 1.6%		21,000	21,000	21,000
<b>Totals:</b>	<b>71,938</b>	<b>1,550,265</b>	<b>1,625,000</b>	<b>1,983,000</b>

### Project Funding

Code	Name	Existing Budget
221	GAS TAX (ABX8 9 MAR 2010 NEW HUTA)	1,983,000
<b>Totals</b>		<b>1,983,000</b>

### Comments

Updated with American Asphalt South, Inc. 2-19-14 bid unit costs.

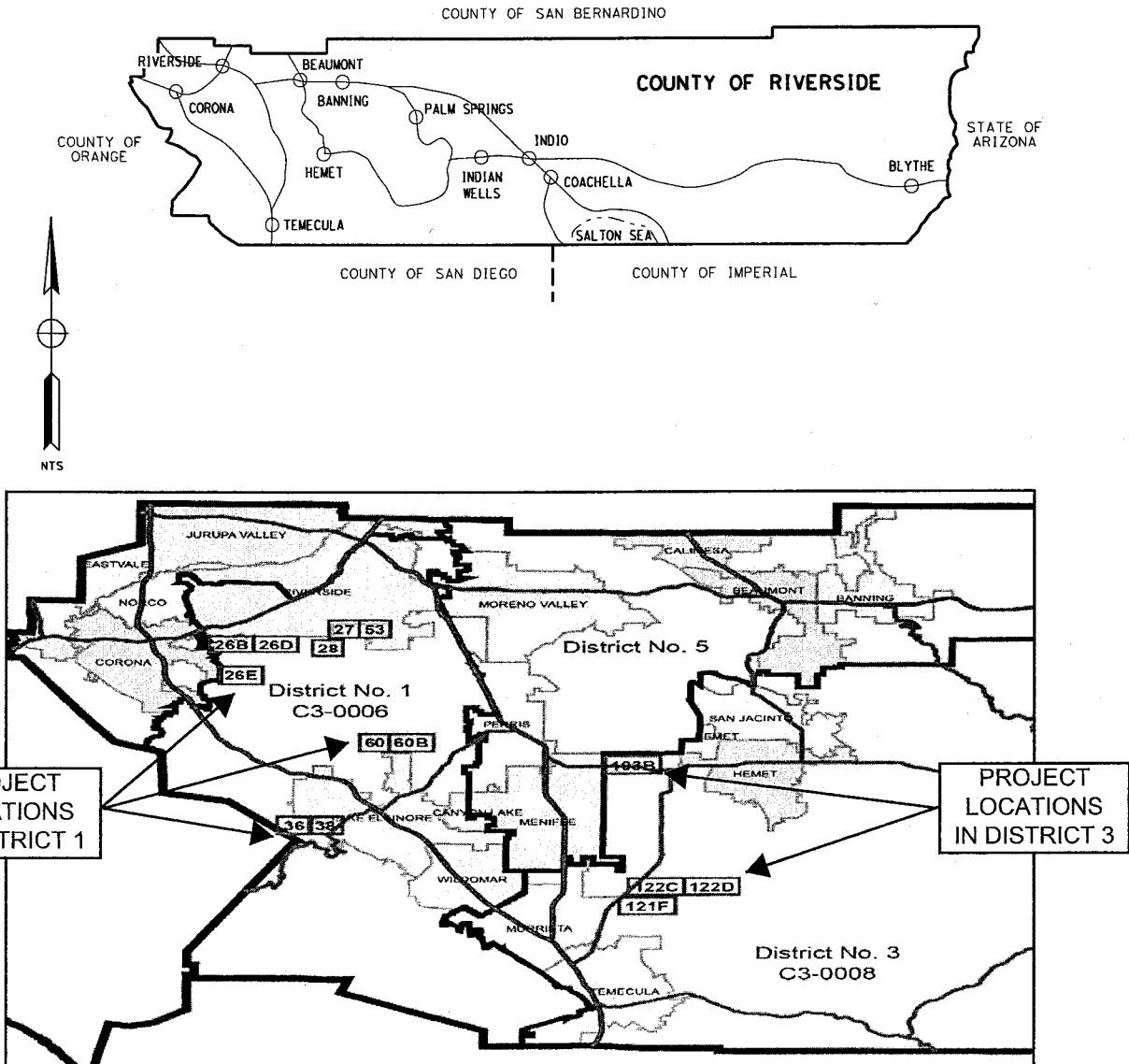
COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

SLURRY SEAL PROJECT

FISCAL YEAR 2012/2013

DISTRICT 1 - C3-0006

DISTRICT 3 - C3-0008



VICINITY MAP

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal Project For Fiscal Year 2012/2013, Districts 1 & 3**

Advertised: January 28, 2014 (Agenda Item: 3.23)

Addenda: 1 (2/18/2014)

Bids Open: 2 pm Date: Wednesday, February 19, 2014

**PROJECT No. C3-0006, C3-0008**

Base Bid		COUNTY'S ESTIMATE				American Asphalt South, Inc. Fontana, CA 92331		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	233,000.00	233,000.00	90,400.00	90,400.00
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	31,000.00	31,000.00	9,900.00	9,900.00
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	160	700.00	112,000.00	475.00	76,000.00
4	375022	SCREENINGS (MEDIUM)	SQYD	108,000	1.50	162,000.00	1.75	189,000.00
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	760	250.00	190,000.00	193.00	146,680.00
6	377501	SLURRY SEAL (TYPE 1)	TON	3,090	250.00	772,500.00	200.48	619,483.20
7	377501	SLURRY SEAL (TYPE 2 OVER SCRUB SEAL)	TON	100	270.00	27,000.00	207.99	20,799.00
8	377501	SLURRY SEAL (TYPE 2)	TON	490	270.00	132,300.00	183.20	89,768.00
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	20,000	0.80	16,000.00	0.44	8,800.00
10	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	7,500	5.00	37,500.00	3.75	28,125.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	5.00	700.00	16.50	2,310.00
<b>PROJECT TOTAL</b>						<b>1,714,000.00</b>		<b>1,281,265.20</b>
<b>ITEMS 1 - 11</b>								

Base Bid		COUNTY'S ESTIMATE				American Asphalt South, Inc. Fontana, CA 92331		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	71,500.00	71,500.00	203,900.00	203,900.00
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	9,450.00	9,450.00	9,600.00	9,600.00
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	160	525.00	84,000.00	890.00	142,400.00
4	375022	SCREENINGS (MEDIUM)	SQYD	108,000	2.25	243,000.00	0.876	94,608.00
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	760	214.83	163,270.80	230.00	174,800.00
6	377501	SLURRY SEAL (TYPE 1)	TON	3,090	214.83	663,824.70	231.00	713,790.00
7	377501	SLURRY SEAL (TYPE 2 OVER SCRUB SEAL)	TON	100	192.42	19,242.00	216.00	21,600.00
8	377501	SLURRY SEAL (TYPE 2)	TON	490	192.42	94,285.80	217.00	106,330.00
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	20,000	0.42	8,400.00	0.43	8,600.00
10	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	7,500	3.68	27,600.00	3.75	28,125.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	15.75	2,205.00	16.00	2,240.00
<b>PROJECT TOTAL</b>						<b>1,386,778.30</b>		<b>1,505,993.00</b>
<b>ITEMS 1 - 11</b>								

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal Project For Fiscal Year 2012/2013, Districts 1 & 3**

Advertised: January 28, 2014 (Agenda Item: 3.23)  
Addenda: 1 (2/18/2014)  
Bids Open: 2 pm Date: Wednesday, February 19, 2014

PROJECT No. C3-0006, C3-0008

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5		
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
						All American Asphalt Corona, CA 92878		VSS International, Inc. West Sacramento, CA 95691	
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	218,000.00	218,000.00	212,213.70	212,213.70	
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	35,000.00	35,000.00	17,125.00	17,125.00	
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	160	465.00	74,400.00	651.00	104,160.00	
4	375022	SCREENINGS (MEDIUM)	SQYD	108,000	1.70	183,600.00	2.38	257,040.00	
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	760	260.00	197,600.00	315.62	239,871.20	
6	377501	SLURRY SEAL (TYPE 1)	TON	3,090	250.00	772,500.00	315.62	975,265.80	
7	377501	SLURRY SEAL (TYPE 2 OVER SCRUB SEAL)	TON	100	360.00	36,000.00	335.77	33,577.00	
8	377501	SLURRY SEAL (TYPE 2)	TON	490	250.00	122,500.00	335.77	164,527.30	
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	20,000	0.42	8,400.00	0.42	8,400.00	
10	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	7,500	3.70	27,750.00	3.78	28,350.00	
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	20.00	2,800.00	10.50	1,470.00	
		<b>PROJECT TOTAL</b>				<b>1,678,550.00</b>		<b>2,042,000.00</b>	
		<b>ITEMS 1 - 11</b>							

ATTACHMENT "1"

Slurry Seal Program FY 2012 / 2013: District 1 and District 3

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.	
				From	To					
<b>SLURRY SEAL TYPE 1 (SS1)</b>										
26	B	1	11	BERRY ST	LYON AVE	373' W LYON AVE	373	29	1,202	SS1
26	B	1	11	BERRY ST	OLD WINDMILL CT	LYON AVE	177	36	708	SS1
26	B	1	11	CORNERSTONE RD	OLD HERITAGE RD	SIERRA VIEW CT	1,430	36	5,720	SS1
26	B	1	11	DUFFERIN AVE	LYON AVE	LA SIERRA AVE	1,242	18	2,484	SS1
26	B	1	11	ESTATES CT	LYON AVE	535' SW LYON AVE	535	32	1,902	SS1
26	B	1	11	KEEPSAKE CT	CORNERSTONE RD	385' SE CORNERSTONE RD	385	36	1,540	SS1
26	B	1	11	LYON AVE	DUFFERIN AVE	MONT BLANC DR	787	36	3,148	SS1
26	B	1	11	LYON AVE	VICTORIA AVE	DUFFERIN AVE	1,321	21	3,082	SS1
26	E	1	11	MORNING ROCK CIRCLE	PARK VISTA COURT	420' S PARK VISTA COURT	420	36	1,680	SS1
26	B	1	11	OLD HERITAGE RD	DUFFERIN AVE	1512' E DUFFERIN AVE	1,512	36	6,048	SS1
26	B	1	11	OLD WINDMILL CT	344' N BERRY ST	370' S BERRY ST	714	36	2,856	SS1
26	E	1	11	PARK VISTA COURT	LAKEPOINTE DR	480' W LAKEPOINTE DR	480	36	1,920	SS1
26	B	1	11	SIERRA VIEW CT	DUFFERIN AVE	1005' SE DUFFERIN AVE	1,005	36	4,020	SS1
26	B	1	11	TRADITIONS CT	DUFFERIN AVE	440' NE DUFFERIN AVE	440	36	1,760	SS1
26	B	1	11	WARMINGTON ST	LYON AVE	830' W LYON AVE	830	37	3,412	SS1
26	B	1	11	WILDCAT LN	473' S VICTORIA AVE	VICTORIA AVE	473	32	1,682	SS1
26	B	1	11	WILDCAT LN	VICTORIA AVE	447' N VICTORIA AVE	447	32	1,589	SS1
27		1	11	CAYUSE CT	RINGBIT CT	VALLE VISTA WAY	886	33	3,249	SS1
27		1	11	CAYUSE CT	VALLE VISTA WAY	826' N VALLE VISTA WAY	826	33	3,029	SS1
27		1	11	CONSTABLE RD	VAN BUREN BLVD	1742' N VAN BUREN BLVD	1,742	40	7,742	SS1
27		1	11	KELLEN CT	VALLE VISTA WAY	829' N VALLE VISTA WAY	829	33	3,040	SS1
27		1	11	PICK PL	VAN BUREN BLVD	SALLY LN	2,396	36	9,584	SS1
27		1	11	RANCHO VERDE CIR	RANCHO VIEJO DR	366' E RANCHO VIEJO DR	366	33	1,342	SS1
27		1	11	RINGBIT CT	WASHINGTON ST	634' E WASHINGTON ST	634	33	2,325	SS1
27		1	11	SADDLEBACK RD	VIA RANCHO	WASHINGTON ST	1,691	32	6,012	SS1
27		1	11	SALLY LN	VAN BUREN BLVD	PICK PL	1,796	36	7,184	SS1
27		1	11	SINGLETREE LN	VALLE VISTA WAY	853' SE VALLE VISTA WAY	853	33	3,128	SS1
27		1	11	SURREY CT	WAGON WHEEL DR	297' S WAGON WHEEL DR	297	32	1,056	SS1
27		1	11	SUTTLES DR	TAVA LN	VAN BUREN BLVD	1,048	28	3,260	SS1
27		1	11	TAVA LN	SUTTLES DR	KING AVE	1,284	33	4,708	SS1
27		1	11	VALLE VISTA WAY	WASHINGTON ST	2122' E WASHINGTON ST	2,122	33	7,781	SS1
27		1	11	VIA RANCHO	SADDLEBACK RD	RANCHO VIEJO DR	504	33	1,848	SS1
27		1	11	WAGON WHEEL DR	WASHINGTON ST	1470' N WASHINGTON ST	1,470	36	5,880	SS1
28		1	11	BROOKVIEW CT	MORNINGVIEW DR	588' W MORNINGVIEW DR	588	37	2,417	SS1
28		1	11	CANYON VIEW DR	STONERIDGE DR	2628' S GOLDEN SPUR CT	2,128	37	8,748	SS1
28		1	11	GOLDEN SPUR CT	CANYON VIEW DR	746' SW CANYON VIEW DR	746	36	2,984	SS1
28		1	11	MORNINGVIEW DR	STONEY CREEK DR	TERRACEVIEW CT	595	37	2,446	SS1
28		1	11	STONERIDGE DR	STONEY CREEK DR	CANYON VIEW DR	1,496	27	4,488	SS1
28		1	11	STONERIDGE DR	WOODCREST DR	STONEY CREEK DR	1,012	37	4,160	SS1
28		1	11	STONEY CREEK DR	CANYON VIEW DR	STONERIDGE DR	1,055	36	4,220	SS1
28		1	11	STONEY CREEK DR	MORNINGVIEW DR	CANYON VIEW DR	912	37	3,749	SS1
28		1	11	STREAMVIEW CT	CANYON VIEW DR	410' W CANYON VIEW DR	410	37	1,686	SS1
28		1	11	TERRACEVIEW CT	CANYON VIEW DR	1117' W CANYON VIEW DR	1,117	35	4,344	SS1
28		1	11	WOODCREST DR	CANYON VIEW DR	STONERIDGE DR	866	35	3,368	SS1
36		1	12	AINSWORTH PL	AMOROSE ST	692' N AMOROSE ST	692	33	2,537	SS1
36		1	12	AMOROSE ST	GRAND AVE	3184' W GRAND AVE	3,184	19	6,722	SS1
36		1	12	BROOKSTONE LN	TOFT DR	COBBLESTONE LN	1,029	33	3,773	SS1
36		1	12	COBBLESTONE LN	ROCKRIDGE RD	BROOKSTONE LN	830	33	3,043	SS1
36		1	12	ROCKRIDGE RD	TOFT DR	COBBLESTONE LN	825	33	3,025	SS1
36		1	12	TOFT DR	GRAND AVE	2020' W GRAND AVE	2,020	37	8,304	SS1
38		1	12	ALVARADO ST	MACHADO ST	GRAND AVE	4,085	41	18,609	SS1
38		1	12	AMOROSE ST	729' E GRAND AVE	GRAND AVE	729	33	2,673	SS1
38		1	12	AUDELO ST	ALVARADO ST	364' N ALVARADO ST	364	37	1,496	SS1
38		1	12	COPLASA ST	ALVARADO ST	590' E ALVARADO ST	590	31	2,032	SS1
38		1	12	DE LA LAMA ST	ALVARADO ST	321' N ALVARADO ST	321	37	1,320	SS1
38		1	12	EUREKA ST	PAYNE ST	VIA PERSIANA	546	36	2,184	SS1
38		1	12	GOLONDRINA ST	949' N MACHADO ST	VIA LAKISTAS	179	36	716	SS1
38		1	12	GOLONDRINA ST	MACHADO ST	949' N MACHADO ST	949	36	3,796	SS1
38		1	12	GOLONDRINA ST	VIA LAKISTAS	VIA BONICA	526	36	2,104	SS1
38		1	12	MAGDALENO CT	GOLONDRINA ST	775' S GOLONDRINA ST	775	32	2,756	SS1
38		1	12	MONTY CT	GRAND AVE	443' W GRAND AVE	443	29	1,427	SS1
38		1	12	PATRICK CT	GRAND AVE	286' W GRAND AVE	286	28	890	SS1
38		1	12	PRINCO ST	ALVARADO ST	394' N ALVARADO ST	394	37	1,620	SS1
38		1	12	ROBYN CT	GRAND AVE	178' W GRAND AVE	178	29	574	SS1
38		1	12	TIMEY ST	COPLASA ST	390' N COPLASA ST	390	38	1,647	SS1
38		1	12	VIA BONICA	VIA LAKISTA	VIA CARIBIA	1,858	36	7,432	SS1
38		1	12	VIA CARIBIA	VIA BONICA	VIA LAKISTAS	921	36	3,684	SS1
38		1	12	VIA ESCAPADE	VIA BONICA	VIA PERSIANA	341	36	1,364	SS1



**ATTACHMENT "1"**  
**Slurry Seal Program FY 2012 / 2013: District 1 and District 3**

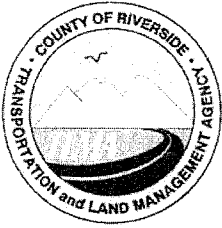
RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ.YD)	WORK DESC.
				From	To				
38	1	12	VIA LAKISTAS	GRAND AVE	VIA CARIBIA	2,540	36	10,160	SS1
38	1	12	VIA PERSIANA	VIA ESCAPEDE	EUREKA ST	439	36	1,756	SS1
38	1	12	VIA VIOLETTA	VIA LAKISTAS	356' NW VIA LAKISTAS	356	36	1,424	SS1
53	1	11	CAMRA WAY	SONNY LN	COLLEEN CT	554	36	2,216	SS1
53	1	11	CECIL AVE	GENTIAN AVE	HIBISCUS AVE	1,305	32	4,640	SS1
53	1	11	CHICAGO AVE	GENTIAN AVE	TWIN LAKES DR	360	30	1,200	SS1
53	1	11	CHICAGO AVE	KROSS RD	316' S KROSS RD	316	30	1,053	SS1
53	1	11	COLLEEN CT	362' NW CAMRA WAY	367' SE CAMRA WAY	729	32	2,592	SS1
53	1	11	GENTIAN AVE	CHICAGO AVE	SONNY LN	1,283	32	4,562	SS1
53	1	11	GILA WAY	HERMOSA ST	COLT ST	1,285	36	5,140	SS1
53	1	11	HERMOSA ST	GILA WAY	PRAIRIE WAY	680	36	2,720	SS1
53	1	11	KROSS RD	CHICAGO AVE	SONNY LN	1,315	31	4,529	SS1
53	1	11	LAMAR CT	PRAIRIE WAY	309' W PRAIRIE WAY	309	37	1,270	SS1
53	1	11	PRAIRIE WAY	GENTIAN AVE	HERMOSA DR	630	26	1,820	SS1
53	1	11	PRAIRIE WAY	HERMOSA ST	COLT ST	1,334	26	3,854	SS1
53	1	11	RIDGEWAY AVE	373' S SUMMER CT	SUMMER CT	373	36	1,492	SS1
53	1	11	RIDGEWAY AVE	HIBISCUS AVE	373' S SUMMER CT	685	26	1,979	SS1
53	1	11	SONNY LN	GENTIAN AVE	KROSS RD	1,303	30	4,343	SS1
53	1	11	SUMMER CT	CECIL AVE	1192' E CECIL AVE	1,192	34	4,503	SS1
53	1	11	TWIN LAKES DR	CHICAGO AVE	357' E CHICAGO AVE	357	32	1,269	SS1
60 B	1	14	BIG SKY CIR	SPENSER BUTTE DR	TRAIL DUSTER CT	1,460	32	5,191	SS1
60 B	1	14	BIG SKY CIR	TRAIL DUSTER CT	3234' NE SPENSER BUTTE DR	1,774	32	6,308	SS1
60	1	14	EL NIDO RD	PIEDRAS RD	2303' E PIEDRAS RD	2,303	40	10,236	SS1
60	1	14	FORT LAUDER LN	PIEDRAS RD	VALLE PACIFICO DR	3,597	36	14,388	SS1
60 B	1	14	GOLD STRIKE CIR	348' S EL MINERAL RD	BIG SKY CIR	1,223	36	4,892	SS1
60 B	1	14	GOLD STRIKE CIR	EL MINERAL RD	348' S EL MINERAL RD	348	36	1,392	SS1
60	1	14	KIOWA CT	FORT LAUDER LN	420' NE FORT LAUDER LN	420	32	1,493	SS1
60 B	1	14	PIEDRAS RD	1878' S EL MINERAL RD	2990' S EL MINERAL RD	1,112	32	3,954	SS1
60 B	1	14	PIEDRAS RD	260' S EL MINERAL RD	PONY BUTTE CT	242	32	860	SS1
60 B	1	14	PIEDRAS RD	EL MINERAL RD	260' S EL MINERAL RD	260	39	1,127	SS1
60 B	1	14	PIEDRAS RD	PONY BUTTE CT	1878' S EL MINERAL RD	1,376	32	4,892	SS1
60 B	1	14	PONY BUTTE CT	PIEDRAS RD	324' E PIEDRAS RD	324	28	1,008	SS1
60	1	14	ROSE QUARTZ DR	1160' NE PIEDRAS RD	EL NIDO RD	805	36	3,220	SS1
60	1	14	ROSE QUARTZ DR	372' E PIEDRAS RD	1160' E PIEDRAS RD	788	32	2,802	SS1
60	1	14	ROSE QUARTZ DR	PIEDRAS RD	372' E PIEDRAS RD	372	32	1,323	SS1
60 B	1	14	SILVER HAWK TRL	BIG SKY CIR	PIEDRAS RD	874	32	3,108	SS1
60	1	14	SNAKEBITE TRL	ROSE QUARTZ DR	FORT LAUDER LN	792	36	3,168	SS1
60 B	1	14	TRAIL DUSTER CT	BIG SKY CIR	605' S BIG SKY CIR	605	28	1,882	SS1
103 B	3	14	LEON RD	ANNA LYNN LN	2063' N SH-74	1,467	30	4,890	SS1
103 B	3	14	OAK VALLEY DR	LEON RD	JUNIPER FLATS RD	1,071	36	4,284	SS1
103 B	3	14	QUAIL HOLLOW CIR	LEON RD	370' E LEON RD	370	36	1,480	SS1
103 B	3	14	WESTERN VIEW DR	LEON RD	JUNIPER FLATS RD	964	18	1,928	SS1
121 F	3	12	ARRAS DR	GRANVILLE DR	THOMPSON RD	665	36	2,660	SS1
121 F	3	12	AVIGNON CT	651' S SAINT TROPEZ DR	451' N SAINT TROPEZ DR	1,102	36	4,408	SS1
121 F	3	12	AZALEA CIR	SAGUARO DR	584' NW SAGUARO DR	584	36	2,336	SS1
121 F	3	12	BELL CIR	SAGUARO DR	132' NE SAGUARO DR	132	36	528	SS1
121 F	3	12	BERMUDA ST	757' NW DATE PALM ST	EUCLID LOOP	180	36	720	SS1
121 F	3	12	BERMUDA ST	DATE PALM ST	757' NW DATE PALM ST	757	36	3,028	SS1
121 F	3	12	BONSAI CIR	DRIFTWOOD ST	382' NW DRIFTWOOD ST	382	36	1,528	SS1
121 F	3	12	CRECY DR	ARRAS DR	821' NE ARRAS DR	821	36	3,284	SS1
121 F	3	12	CRIMSON DR	EMERALD DR	857' SW EMERALD DR	857	36	3,428	SS1
121 F	3	12	CURIE CT	FILLE DR	285' N FILLE DR	297	36	1,188	SS1
121 F	3	12	DATE PALM ST	2393' W BERMUDA ST	720' W BERMUDA ST	1,673	36	6,692	SS1
121 F	3	12	DATE PALM ST	720' W BERMUDA ST	BERMUDA ST	720	36	2,880	SS1
121 F	3	12	DOGWOOD CIR	SAGUARO DR	222' NE SAGUARO DR	222	28	691	SS1
121 F	3	12	DRIFTWOOD ST	672' S JANELLE LN	JANELLE LN	672	36	2,688	SS1
121 F	3	12	EMERALD DR	ALGARVE AVE	CAPRI DR	922	40	4,098	SS1
121 F	3	12	EUCLID LOOP	199' NE SAGUARO DR / SE	SAGUARO DR / NW	1,519	36	6,076	SS1
121 F	3	12	EUCLID LOOP	SAGUARO DR / SE	199' NE SAGUARO DR / SE	199	36	796	SS1
121 F	3	12	FILLE DR	LOURDES DR	GLISSANT DR	1,017	36	4,068	SS1
121 F	3	12	GLISSANT DR	FILLE DR	898' N FILLE DR	970	36	3,880	SS1
121 F	3	12	GRANVILLE DR	CLOCHE DR	POURROY RD	2,305	36	9,220	SS1
121 F	3	12	HAUTE CT	LOURDES DR	417' E LOURDES DR	427	36	1,708	SS1
121 F	3	12	JANELLE LN	1751' E SAGUARO DR / N	2302' E SAGUARO DR / N	551	36	2,204	SS1
121 F	3	12	JANELLE LN	SAGUARO DR / N	1751' E SAGUARO DR / N	1,751	36	7,004	SS1
121 F	3	12	JOLTAIRE WAY	FILLE DR	THOMPSON RD	211	36	844	SS1
121 F	3	12	LANTANA WAY	LEON RD	JANELLE LN	254	40	1,129	SS1
121 F	3	12	LOIRE DR	GRANVILLE DR	LOURDES DR	1,033	36	4,132	SS1

ATTACHMENT "1"  
Slurry Seal Program FY 2012 / 2013: District 1 and District 3

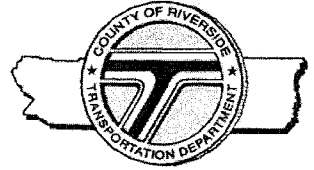
RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ.YD)	WORK DESC.
				From	To				
121 F	3	12	LOURDES DR	LOIRE DR	FILLE DR	916	36	3,664	SS1
121 F	3	12	NAVAJO WAY	DATE PALM ST	JANELLE LN	233	36	932	SS1
121 F	3	12	NORD CT	CRECY DR	229' N CRECY DR	229	36	916	SS1
121 F	3	12	RHONE LN	639' S SAINT TROPEZ DR	TULETTE LN	1,258	36	5,032	SS1
121 F	3	12	SAGUARO DR	DOGWOOD CIR	JANELLE LN / NW	736	36	2,944	SS1
121 F	3	12	SAGUARO DR	JANELLE LN / SE	DOGWOOD CIR	726	36	2,904	SS1
121 F	3	12	SAINT TROPEZ DR	AVIGNON CT	CLOCHE DR	407	40	1,809	SS1
121 F	3	12	SLATER AVE	EUCLID LOOP	246' NE EUCLID LOOP	246	36	984	SS1
121 F	3	12	TAHOE ST	BERMUDA ST	122' NE BERMUDA ST	122	36	488	SS1
121 F	3	12	TULETTE LN	1201' W RHONE LN	1406' W RHONE LN	205	36	820	SS1
121 F	3	12	TULETTE LN	RHONE LN	1201' W RHONE LN	1,201	36	4,804	SS1
122 C	3	12	ALLUM LN	ORANGE BLOSSOM DR	ROSEMARY ST	630	36	2,520	SS1
122 D	3	12	AMBROSIA DR	FERN ST	779' S FERN ST	779	36	3,116	SS1
122 C	3	12	AZALEA LN	GERANIUM ST	FERN ST	1,106	36	4,424	SS1
122 D	3	12	BANDELIER RD	BRYCE RD	DENALI WAY	1,594	36	6,376	SS1
122 C	3	12	BEGONIA LN	JASPER ST	FERN ST	822	36	3,288	SS1
122 D	3	12	BLAZING STAR ST	CHEROKEE ROSE ST	CALENDULA CIR	2,096	36	8,384	SS1
122 D	3	12	BRYCE RD	YOSEMITE ST	BANDELIER RD	932	36	3,728	SS1
122 D	3	12	CALENDULA CIR	BLAZING STAR ST	408' S BLAZING STAR ST	408	36	1,632	SS1
122 C	3	12	CASPIA ST	ORANGE BLOSSOM DR	WISTERIA LOOP	124	40	551	SS1
122 D	3	12	DAFFODIL CIR	BLAZING STAR ST	429' S BLAZING STAR ST	429	36	1,716	SS1
122 D	3	12	DAISY DR	BLAZING STAR ST	CHEROKEE ROSE ST	1,849	36	7,396	SS1
122 D	3	12	DENALI WAY	BANDELIER RD	453' N BANDELIER RD	453	18	906	SS1
122 C	3	12	DOGWOOD CT	ORANGE BLOSSOM DR	501' S ORANGE BLOSSOM DR	501	36	2,004	SS1
122 D	3	12	FERN ST	BEGONIA LN	AZALEA LN	788	36	3,152	SS1
122 C	3	12	GERANIUM ST	WISTERIA LOOP	AZALEA LN	969	36	3,876	SS1
122 D	3	12	GLACIER CIR	ZION WAY	220' SW ZION WAY	220	32	782	SS1
122 C	3	12	GOLDEN POPPY CT	JASPER ST	650' S JASPER ST	650	36	2,600	SS1
122 C	3	12	JASPER ST	BEGONIA LN	AZALEA LN	793	36	3,172	SS1
122 C	3	12	LILAC LN	WISTERIA LOOP	GERANIUM ST	1,298	36	5,192	SS1
122 C	3	12	MOUNTAIN BLUET CT	LILAC LN	372' E LILAC LN	372	36	1,488	SS1
122 C	3	12	ORANGE BLOSSOM DR	ALLUM LN	ROSEMARY ST	1,748	36	6,992	SS1
122 C	3	12	ORCHID DR	ROSEMARY ST	978' S ROSEMARY ST	978	36	3,912	SS1
122 D	3	12	PINK CARNATION CT	LILAC LN	425' E LILAC LN	425	18	850	SS1
122 C	3	12	POINTSETTIA CT	LILAC LN	250' E LILAC LN	250	36	1,000	SS1
122 C	3	12	ROSEMARY ST	ALLUM LN	ORANGE BLOSSOM DR	1,210	36	4,840	SS1
122 D	3	12	TETON LN	YELLOWSTONE ST	DENALI WAY	346	36	1,384	SS1
122 C	3	12	VISCARIA CT	ORANGE BLOSSOM DR	472' SE ORANGE BLOSSOM DR	472	36	1,888	SS1
122 C	3	12	WINTERGRASS CT	ORANGE BLOSSOM DR	534' S ORANGE BLOSSOM DR	534	36	2,136	SS1
122 D	3	12	WOOD VIOLET CT	LILAC LN	317' E LILAC LN	317	36	1,268	SS1
122 D	3	12	YELLOWSTONE ST	YATES RD	1172' N YATES RD	1,172	36	4,688	SS1
122 D	3	12	YOSEMITE ST	BRYCE RD	YELLOWSTONE ST	1,394	36	5,576	SS1
122 D	3	12	ZION WAY	POURROY RD	BANDELIER RD	1,416	36	5,664	SS1
<b>TOTAL SLURRY SEAL TYPE 1</b>						<b>158,164</b>	<b>LF</b>	<b>601,624</b>	<b>SQYD</b>

**ATTACHMENT "1"**  
**Slurry Seal Program FY 2012 / 2013: District 1 and District 3**

RD. BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.
				From	To				
<b>SLURRY SEAL TYPE 1 over SCRUB SEAL (SIS)</b>									
26 D	1	11	BREITHORN CT	LYON AVE	356' W LYON AVE	356	32	1,266	SIS
26 B	1	11	DEVINE CIR	LYON AVE	851' NW LYON AVE	851	36	3,404	SIS
26 B	1	11	GABBERT LN	FILLMORE ST	SHUGART WAY	236	37	970	SIS
26 B	1	11	LAMBERT DR	MOULTON DR	WAITE AVE	649	37	2,668	SIS
26 B	1	11	LYON AVE	DEVINE CIR	APPLE CANYON LN	523	36	2,092	SIS
26 B	1	11	LYON AVE	MONT BLANC DR	2744' S DUFFERIN AVE	1,957	36	7,828	SIS
26 B	1	11	MIDDLEBOROUGH RD	LYON AVE	LA SIERRA AVE	837	37	3,441	SIS
26 B	1	11	MORNING GLORY CT	LYON AVE	303' W LYON AVE	303	32	1,077	SIS
26 B	1	11	MOULTON DR	VICTORIA AVE	SHUGART WAY	673	36	2,692	SIS
26 D	1	11	RITTENWOOD CT	LYON AVE	167' W LYON AVE	167	32	594	SIS
26 B	1	11	SHUGART WAY	MOULTON DR	892' SW MOULTON DR	892	36	3,568	SIS
26 B	1	11	STOKES CIR	SHUGART WAY	452' S SHUGART WAY	452	33	1,657	SIS
26 B	1	11	WAITE AVE	DEVINE CIR	APPLE CANYON LN	528	37	2,171	SIS
27	1	11	CALUMET CT	RANCHO ESCONDIDO DR	743' N RANCHO ESCONDIDO DR	743	33	2,724	SIS
27	1	11	RANCHO ESCONDIDO DR	RANCHO VIEJO DR	1742' E RANCHO VIEJO DR	1,742	33	6,387	SIS
27	1	11	RANCHO VIEJO DR	120' N VIA RANCHO	1242' N VIA RANCHO	1,122	33	4,114	SIS
27	1	11	RANCHO VIEJO DR	1242' N VIA RANCHO	263' N RANCHO VERDE CIR	832	33	3,051	SIS
27	1	11	RANCHO VIEJO DR	754' S VIA RANCHO	120' N VIA RANCHO	874	33	3,205	SIS
27	1	11	SADDLE CREST PL	RANCHO VIEJO DR	610' N RANCHO VIEJO DR	610	33	2,237	SIS
27	1	11	SILVER SPUR RD	CANYON VIEW DR	1477' W CANYON VIEW DR	1,477	34	5,580	SIS
28	1	11	AMBERWOOD CT	WOODCREST DR	430' N WOODCREST DR	430	36	1,720	SIS
28	1	11	CANYON VIEW DR	GOLDEN SPUR CT	STONERIDGE DR	500	37	2,056	SIS
28	1	11	CANYON VIEW DR	VAN BUREN BLVD	GOLDEN SPUR CT	833	28	2,592	SIS
28	1	11	SAGEWOOD CT	260' W STONERIDGE DR	272' E STONERIDGE DR	532	37	2,187	SIS
28	1	11	STONERIDGE DR	SAGEWOOD CT	WOODCREST DR	522	37	2,146	SIS
121 F	3	12	CAPRI DR	OPAL DR	VIOLET DR	870	36	3,480	SIS
121 F	3	12	CORAL DR	OPAL DR	POURROY RD	431	36	1,724	SIS
121 F	3	12	ODYSSEY DR	CAPRI DR	610' E CAPRI DR	610	36	2,440	SIS
121 F	3	12	OPAL DR	CAPRI DR	CORAL DR	569	36	2,276	SIS
121 F	3	12	PORCELAIN CT	VIOLET DR	254' N VIOLET DR	254	28	790	SIS
121 F	3	12	RUBY CT	OPAL DR	304' N OPAL DR	304	28	946	SIS
121 F	3	12	SAGE CT	SHADOW DR	310' E SHADOW DR	310	28	964	SIS
121 F	3	12	SHADOW DR	VIOLET DR	SKYVIEW RD	659	36	2,636	SIS
121 F	3	12	VIOLET DR	CAPRI DR	PORCELAIN CT	576	36	2,304	SIS
122 D	3	12	BORDEAUX PL	JUBILEE RD	THOMPSON RD	598	36	2,392	SIS
122 D	3	12	BURGUNDY CT	JUBILEE RD	504' S JUBILEE RD	504	36	2,016	SIS
122 D	3	12	JUBILEE RD	POURROY RD	622' E POURROY RD	622	28	1,935	SIS
<b>TOTAL SLURRY SEAL TYPE 1 over SCRUB SEAL</b>						<b>24,948</b>	<b>LF</b>	<b>95,329</b>	<b>SQYD</b>
<b>SLURRY SEAL TYPE 2 (SS2)</b>									
27	1	11	GOLDEN STAR AVE	WASHINGTON ST	5491' N WASHINGTON ST	5,491	25	15,253	SS2
121 F	3	12	BLUE SPRUCE LN	SH-79	DATE PALM ST	447	40	1,987	SS2
121 F	3	12	CLOCHE DR	THOMPSON RD	ALGARVE AVE	1,551	60	10,340	SS2
122 D	3	12	CHEROKEE ROSE ST	WISTERIA LOOP	618' E WISTERIA LOOP	618	32	2,197	SS2
122 C	3	12	PRIMROSE ST	POURROY RD	ORCHID DR	404	38	1,706	SS2
122 C	3	12	WISTERIA LOOP	POURROY RD / S	POURROY RD / N	5,715	40	25,400	SS2
122 D	3	12	YATES RD	POURROY RD	1944' E POURROY RD	1,944	30	6,480	SS2
<b>TOTAL SLURRY SEAL TYPE 2</b>						<b>16,170</b>	<b>LF</b>	<b>63,363</b>	<b>SQYD</b>
<b>SLURRY SEAL TYPE 2 over SCRUB SEAL (S2S)</b>									
26 B	1	11	VICTORIA AVE	542' W LA SIERRA AVE	LA SIERRA AVE	542	72	4,336	S2S
26 B	1	11	VICTORIA AVE	FILLMORE ST	542' W LA SIERRA AVE	2,273	30	7,577	S2S
<b>TOTAL SLURRY SEAL TYPE 2 over SCRUB SEAL</b>						<b>2,815</b>	<b>LF</b>	<b>11,913</b>	<b>SQYD</b>



# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

## Transportation Department

### ADDENDUM NUMBER 1

Dated February 18, 2014

to the  
Specifications and Contract Documents  
for the construction of

Slurry Seal Project  
For Fiscal Year 2012/2013

District 1  
Project No. C3-0006

District 3  
Project No. C3-0008

**Bids Due: Wednesday, February 19, 2014; 2:00 p.m.**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780

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

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

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

### CLARIFICATION TO THE PLANS:

**Item 1: Clarification.** Refer to Slurry Seal Project plans sheet No. 7 of 19 (Road Book Page No. 27).

The following streets were inadvertently marked on the plans for Slurry Seal 1 over Scrub Seal application:

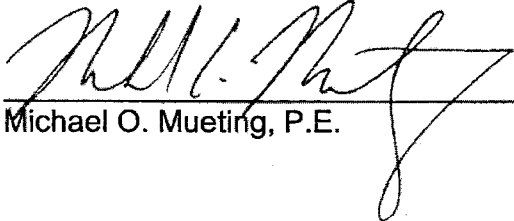
- Arabian Avenue
- Vaquero Court
- King Avenue

No work will be performed on these three streets.

The Slurry Seal Type 1 over Scrub Seal quantities found on the Proposal and on the plans are not affected by the omission of these three streets.

The bid due date will not be extended. Bid proposals are due **Wednesday, February 19, 2014; 2:00 p.m.**

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

  
\_\_\_\_\_  
Michael O. Muetling, P.E.



**Concurrence:**

  
\_\_\_\_\_  
Khalid Nasim, P.E.  
Engineering Division Manager

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

JRJ:jrj:rr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

Bid

Date: February 18<sup>th</sup>, 2014

To: County of Riverside, hereafter called "County";

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

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Slurry Seal Project for Fiscal Year 2012 / 2013, District 1, Project No. C3-0006, District 3, Project No. C3-0008 hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1, \_\_\_\_\_ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

**SLURRY SEAL PROJECT  
FOR FISCAL YEAR 2012 / 2013**

**DISTRICT 1  
PROJECT No. C3-0006**

**DISTRICT 3  
PROJECT No. C3-0008**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID						
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	90,400. <sup>00</sup>	90,400. <sup>00</sup>
2	150715	REMOVE THERMOPLASTIC PAVEMENT MARKINGS & PAVEMENT MARKERS	LS	1	9,900. <sup>00</sup>	9,900. <sup>00</sup>
3	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	160	475. <sup>00</sup>	76,000. <sup>00</sup>
4	375022	SCREENINGS (MEDIUM)	SQYD	108,000	1.75	189,000. <sup>00</sup>
5	377501	SLURRY SEAL (TYPE 1 OVER SCRUB SEAL)	TON	760	193. <sup>00</sup>	146,680. <sup>00</sup>
6	377501	SLURRY SEAL (TYPE 1)	TON	3,090	200. <sup>48</sup>	619,483. <sup>20</sup>
7	377501	SLURRY SEAL (TYPE 2 OVER SCRUB SEAL)	TON	100	207. <sup>99</sup>	20,799. <sup>00</sup>
8	377501	SLURRY SEAL (TYPE 2)	TON	490	183. <sup>20</sup>	89,768. <sup>00</sup>
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	20,000	0.44	8,800. <sup>00</sup>
10	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	7,500	3.75	28,125. <sup>00</sup>
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	16. <sup>50</sup>	2,310. <sup>00</sup>

PROJECT TOTAL  
TOTAL:  
ITEMS 1-11

One million two hundred Eighty one thousand \$ 1,281,265.<sup>20</sup>  
"WORDS"  
Two Hundred Sixty Five Dollars AND twenty Cents



Bidder Data and Signature

Name of Bidder: American Asphalt South, Inc

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Allan Henderson - President,  
Jeff Petty - Vice President , Lyle Stone - Secretary

Note:

If Bidder or other interested person is a **Corporation**, state legal name of Corporation and also names of the president, secretary, treasurer and manager thereof.

If Bidder or other interested person is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder or other interested person is an **Individual**, state first and last name(s) in full.

Business Street Address: 14436 Santa Ana Avenue  
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Fontana, CA 92337

P.O. Box- Number: 310036

P.O. Box- City, State, Zip Code: Fontana, CA 92331

Phone: ( 909 ) 427-8276

Facsimile: ( 909 ) 427-8279

E-mail: lyles@americanasphalt.com

Contractor's license number: 784969

License Classification(s): A

Expiration date: 09/30/2014

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**Bidder Data and Signature (continued)**

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

**Slurry Seal Project  
For Fiscal Year 2012 / 2013**

**District 1  
Project No. C3-0006**

**District 3  
Project No. C3-0008**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page **B1** of this Bid.

Signature:



Name (printed):

Jeff Petty

Title:

Vice President  
"Contractor"

(If the Bidder is a Corporation, attach the Corporate Resolution which authorizes the signature to represent the Corporation. Certification for Authorized Signatures of Officers and Certificate of Incumbency are also acceptable and document must show that person who signs is authorized to do so for the company.)

**MINUTES OF THE 2014 ANNUAL MEETING  
OF THE BOARD OF DIRECTORS OF  
AMERICAN ASPHALT SOUTH, INC.**

The 2014 annual meeting of the Board of Directors of American Asphalt South, Inc., a California corporation (hereinafter referred to as the "Corporation"), was held in Fontana, California, on January 10, 2014, commencing immediately after the 2013 annual meeting of the shareholders of the Corporation. Said 2014 annual meeting of the Board of Directors was held for the purpose of electing officers of the Corporation, considering reports of the affairs of the Corporation, and transacting other business within the powers of the Board of Directors.

1. CALL TO ORDER-CHAIRMAN AND SECRETARY

The meeting was called to order by Allan A. Henderson, Chairman of the Board of Directors of the Corporation. Lyle Stone, the Corporate Secretary, acted as secretary of the meeting and recorded the minutes. Mr. Henderson then noted that at the 2013 annual meeting of the shareholders of the Corporation, which annual meeting had just concluded, that Allan A. Henderson, Kimberly L. Henderson and Jeffery R. Petty had been re-elected as members of the Corporation's Board of Directors, all to serve as such until the 2015 annual meeting of the shareholders of this Corporation.

2. VALIDITY OF MEETING

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

3. DIRECTORS PRESENT

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

4. ELECTION OF CHAIRMAN

Allan A. Henderson was then unanimously re-elected to serve as the Chairman of the Board of Directors until the 2015 annual meeting.

5. APPROVAL OF PRIOR MINUTES

The Chairman then presented to the meeting the minutes of the January 7, 2013 annual meeting of the Board of Directors of this Corporation, which are in the form of a written action. Said minutes were unanimously approved and all actions taken therein unanimously ratified.

6. NOMINATION AND ELECTION OF OFFICERS

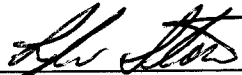
The Chairman then called for nominations for the officers of the Corporation to serve for one year until the next annual Board of Directors meeting and until their successors are elected and qualified. The following persons were nominated for the offices designated beside his or her name:

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

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

6. ADJOURNMENT

There being no further business, the meeting was adjourned.

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

### Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

	Subcontractor Name	License Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	CAL STRIPE	685387	2040 E. STEEL RD COLTON, CA 92324	1, 9-11 REMOVE + REPLACE MARKINGS + MARKERS	<input checked="" type="checkbox"/>
2.					<input type="checkbox"/>
3.	AMERICAN PAVEMENT SYSTEMS	943792	1012 11ST SUIT 1000 MODESTO CA	3, 4 SCRUB SEAL + SCREENINGS	<input checked="" type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>

(If applicable, check box.)  
Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 23.15 %

Note: A minimum of 50% of the work is required to be performed by the general/prime Contractor.

## 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 American Asphalt South, Inc. Company),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

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

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

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

February (Month) 18<sup>th</sup> (Day) of 2014 (Year),  
at Fontana (City), CA (State).

Signature of Declarant:

Jeff Petty

Printed name of Declarant:

Jeff Petty

Name of Bidder (Company):

American Asphalt South, Inc.

Title or Office:

Vice President

Note: Notarization of signature required.  
 Check box if attachment is included.

Handwritten text, possibly a name or title, located in the upper left quadrant.

Handwritten text, possibly a name or title, located in the upper right quadrant.

Small handwritten mark or text, located in the lower left quadrant.

Small handwritten mark or text, located in the lower center.

Small handwritten mark or text, located in the lower right quadrant.

Large handwritten text block, possibly a signature or a set of notes, located in the lower center.



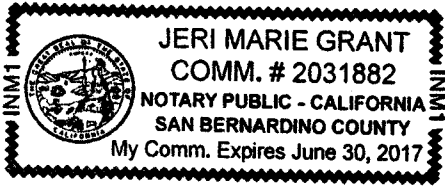
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of San Bernardino } ss.

On February 18, 2014 before me, Jeri Marie Grant - Notary  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Jeff Petty  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Jeri Marie Grant  
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

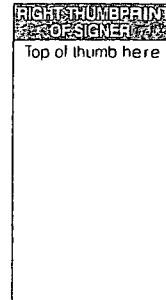
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

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

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

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



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

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

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

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

**Option #1 – Certification**

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

Contractor Name/Financial Institution (Printed) <i>American Asphalt South, Inc.</i>		Federal ID Number (or n/a) <i>94-3324781</i>
By (Authorized Signature) <i>[Signature]</i>		
Printed Name and Title of Person Signing <i>Jeff Petty, Vice President</i>		
Date Executed <i>February 18<sup>th</sup>, 2014</i>	Executed in <i>Fordana, CA</i>	

**Option #2 – Exemption**

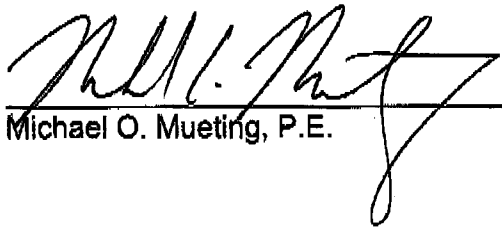
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

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

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

Addendum No. 1  
 Slurry Seal Project For Fiscal Year 2012/2013  
 District 1 Project No. C3-0006  
 District 3 Project No. C3-0008  
 February 18, 2014  
 Page 3 of 3

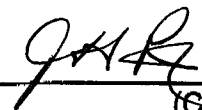
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

  
 Michael O. Mueting, P.E.



**Concurrence:**

  
 Khalid Nasim, P.E.  
 Engineering Division Manager

**Acknowledged:**  Date: 2-18-14  
 (Contractor)

JRJ:jrj:rr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

**Bid Bond**

**Recitals:**

1. American Asphalt South, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Slurry Seal Project for Fiscal Year 2012 / 2013, District 1, Project No. C3-0006, District 3, Project No. C3-0008 in accordance with a Notice Inviting Bids from the County.
2. The Guarantee Company of North America USA a Michigan corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

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

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract 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: February 4, 2014

Signatures:

The Guarantee Company of North America USA

American Asphalt South, Inc.

By: Jennifer Lelouarn

By: Jeff Petty

Title: Attorney in Fact  
"Surety"

Title: Jeff Petty, Vice President  
Contractor

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.

--SEE ATTACHED--

California All-Purpose Acknowledgment, Complies with Civil Code 1189(a)(1)

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).

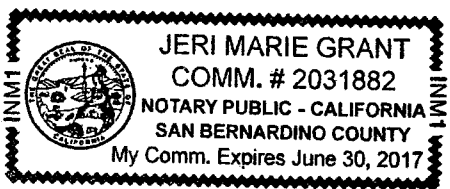
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of San Bernardino } ss.

On February 18, 2014 before me, Jeri Marie Grant - Notary  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Jeff Petty  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.  
Jeri Marie Grant  
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

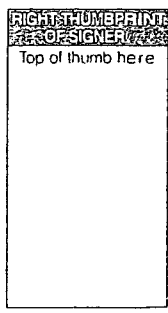
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

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

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

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

COPY

State of California

County of Butte

On February 4, 2014 before me, Elizabeth Collodi, Notary Public  
(Here insert name and title of the officer)

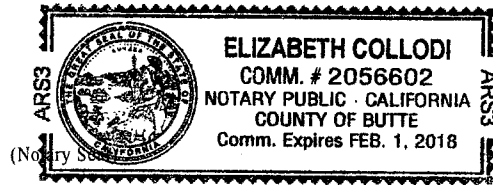
personally appeared Jennifer Lelouarn

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.

Elizabeth Collodi  
 Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p><u>Bid Bond</u>  <small>(Title or description of attached document)</small></p> <p><u>American Asphalt South, Inc.</u>  <small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>1</u> Document Date <u>02/04/14</u></p> <p><u>The Guarantee Company of North America USA</u>  <small>(Additional information)</small></p>
--

<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input checked="" type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
---

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

COPY



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

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



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

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

*Cynthia A. Takai*

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of February . 2014

*Randall Musselman*

Randall Musselman, Secretary