

FORM APPROVED COUNTY COUNSEL 9/15/15
 BY: GREGORY P. PRIAMOS DATE
 Departmental Concurrence

308A



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

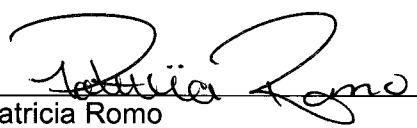
FROM: TLMA – Transportation Department


SUBMITTAL DATE:
September 2, 2015

SUBJECT: Accept the Low Bid and Award the Contract for the Construction of the County of Riverside Slurry Seal Project at Various Locations. 4th and 5th Districts; [\$1,391,692]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve four addenda to the plans and specifications issued prior the July 15, 2015, bid opening; and
2. Waive a minor bid irregularity and accept the low bid of American Asphalt South, Inc. of Fontana, CA in the amount of \$1,391,692; and
3. Award the contract to American Asphalt South, Inc. and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the project's proposed budget as shown on Attachment "A."



 Patricia Romo
 Assistant Director of Transportation


 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)
COST	\$ 1,391,692	\$ 0	\$ 1,391,692	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 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: 2015/2016

C.E.O. RECOMMENDATION: APPROVE
 BY: 
 Rohini Dasika
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: October 6, 2015
xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

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

Prev. Agn. Ref.: 6/16/15, Item 3-58 **District:** 4 and 5 **Agenda Number:**

3-51

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Accept the Low Bid and Award the Contract for the Construction of the County of Riverside Slurry Seal Project at Various Locations. 4th and 5th Districts; [\$1,391,692]; Local Funds 100%

DATE: September 2, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

By Minute Order dated June 16, 2015 (Agenda Item 3-58), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the County of Riverside (County) Slurry Seal Project at various locations in districts 4 and 5 .

The slurry seal treatments are provided as preventative maintenance to extend the life of the pavement and postpone more costly pavement rehabilitation. The slurry seal treatment seals small cracks, restores lost flexibility of the pavement surface, and helps preserve underlying pavement structure. This project includes various roads located within the 4th and 5th supervisorial districts of the County. The specific roads are listed in Attachment 1.

During the advertisement period, four addenda were issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account issued addendum on their bid in order to be considered for award. Addenda 1, 2, and 4 were issued to clarify and modify the approved contract documents. Addendum 3 was issued solely to extend the bid receipt date. All four addenda are attached.

During the bid review process, a minor bid irregularity was found in the bid received from American Asphalt South, Inc. The contractor's license number for subcontracting firm Safe USA, Inc. was inadvertently incorrectly written. American Asphalt South, Inc. provided the correct license number in accordance with Public Contract Code §4104. A copy of their email demonstrating the correct and verified information is attached. Nonetheless, the bid is responsive, and the County recommends that the Board waives this minor license number notation found in their bid.

The bid documents were prepared to include the following schedules of work:

Base Bid:	Slurry Seal at Various County Roads
Alternate Bid Schedule 1A:	Palm Drive Rubberized Chip Seal with Micro-Surfacing
Alternate Bid Schedule 1B:	Palm Drive Rubberized Hot Mix Asphalt Overlay (0.12')
Alternate Bid Schedule 2:	Dunlap Drive – City of Perris

The City of Perris did not concur with the bid prices for Alternate Bid Schedule 2 as bid by the low bidder. Due to its better durability and longer service life span, County staff recommends Alternate Bid Schedule 1B over 1A. Therefore, base bid and alternate bid schedule 1B are recommended for award.

The proposed budget as shown in Attachment "A" includes the contract award amount and other associated costs.

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 Numbers: C4-0009 (District 4) and C4-0010 (District 5)

Impact on Residents and Businesses

The slurry seal treatment will extend the life of suitable roads and reduce the need for resurfacing, which is ten times more costly. The work is scheduled to begin in the fall of 2015, and construction will take approximately six weeks to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to American Asphalt South, Inc. for the total amount of \$1,391,692. The slurry seal contract is funded by Gas Tax (ABX8-9 Mar 2010 New HUTA).

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Accept the Low Bid and Award the Contract for the Construction of the County of Riverside Slurry Seal Project at Various Locations. 4th and 5th Districts; [\$1,391,692]; Local Funds 100%

DATE: September 2, 2015

PAGE: 3 of 3

There are no General Funds used in this project.

Contract History and Price Reasonableness

Six bids were received on July 15, 2015, ranging from \$1,832,472 to 2,325,523. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid for all bid schedules was submitted by American Asphalt South, Inc. in the amount of \$1,832,472, which is \$48,071 (2.7%) above the Engineer's Estimate. Their bid is within the bid target range of 5% above the Engineer's estimate.

Since the contract only includes the base bid and alternate bid schedule 1B, the contract amount will be 1,391,692, which is \$92,230 (6%) below the Engineer's Estimate for these two bid schedules.

ATTACHMENTS

- Vicinity Map
- Attachment 1
- Contractor's License Detail w/E-mail
- Attachment "A"
- Contract/Lease/Purchase Summary Data
- Addendum 1, Addendum 2, Addendum 3, and Addendum 4
- Summary of Bids
- Contract

Attachment "A"

Riverside County Transportation Department

Project:	SLURRY SEAL PROJECT	
Project No.(s):	4TH DISTRICT - WO C4-0009 5TH DISTRICT - WO C4-0010	Expenses as of: 7/24/15

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	165		1,000	2,000	1,000
Design	12,852		13,000	9,000	13,000
Right-of-way					
Utilities					
Construction		1,391,692			
Construction Contingency 5.0%		70,000	1,462,000	1,056,000	1,462,000
Construction Engineering & Inspection 10.8%	1,388	148,000	150,000	132,000	150,000
Construction Survey 0.7%		10,000	10,000	10,000	10,000
Totals:	14,405	1,619,692	1,636,000	1,209,000	1,636,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	GAS TAX (ABX8 9 MAR 2010 NEW HUTA)	1,209,000	1,636,000
Totals		1,209,000	1,636,000

Comments

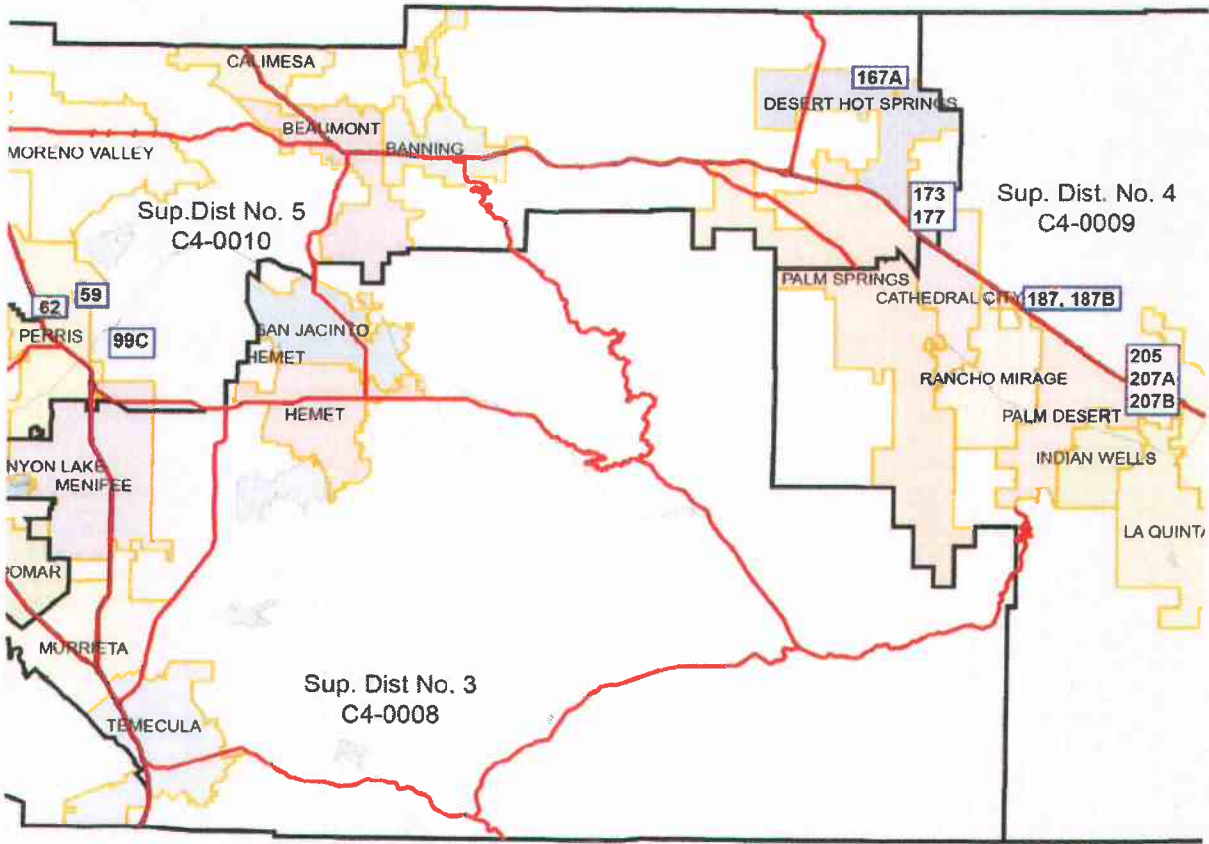
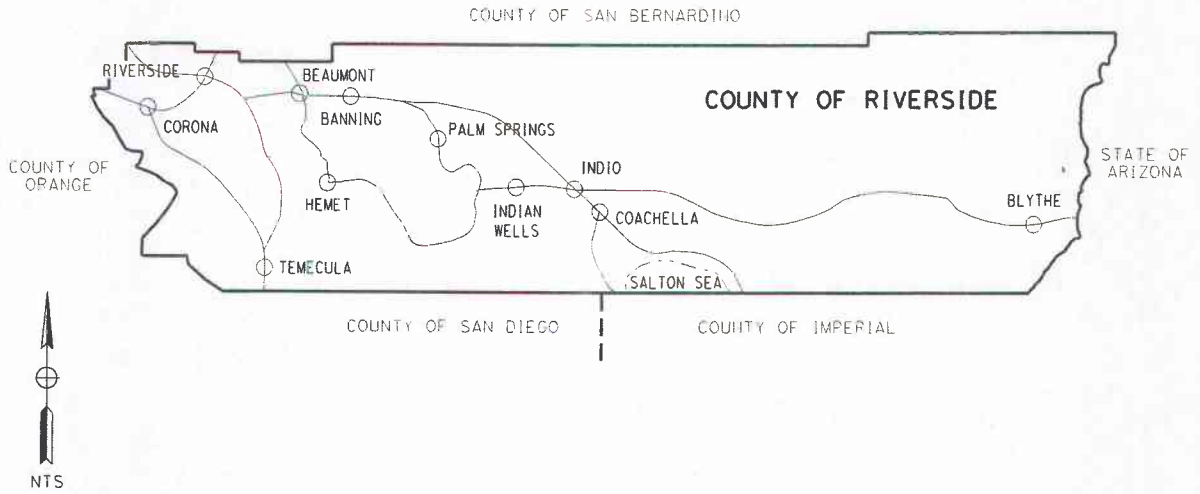
Budget is based on Base Bid + Alternate Bid 1B - Rubberized Hot Mix Asphalt Overlay for Palm Drive

CITY OF PERRIS Declined to participate.

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SLURRY SEAL PROJECT

SUPERVISOR DISTRICT 4 - C4-0009
SUPERVISOR DISTRICT 5 - C4-0010



VICINITY MAP

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 District 4, Project No. C4-0009, and District 5, Project No. C4-0010**, 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 **four**, (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.

Alternate Bid Schedule 1B (Palm Drive) (0.12' Rubberized Hot Mix Asphalt Overlay)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,600	95.00	342,000.00

ALT BID SCH.
1B SUB

TOTAL Three hundred forty two thousand dollars and zero cents **\$342,000.00**

ITEM 11 "WORDS"

Alternate Bid Schedule 2 (Dunlap Drive, City of Perris)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
12	377501	SLURRY SEAL (TYPE 2)	TON	30	0	0
13	377501	SLURRY SEAL (TYPE 2 OVER CHIP SEAL)	TON	50	0	0
14	375022	SCREENINGS (MEDIUM)	SQYD	5,600	0	0
15	414111	ROUT AND SEAL RANDOM CRACKS/FILL POTHOLE	LS	1	0	0

ALT BID SCH. 2
SUB TOTAL

ITEMS 12-15 **"Not Selected for Award"** **\$ 0.00**

ITEMS 12-15 "WORDS"

PROJECT TOTAL One million, three hundred ninety one thousand, six hundred ninety one dollars and ninety cents

\$1,391,691.90

ITEMS 1-15 "WORDS"

SLURRY SEAL PROJECT
DISTRICT 4 AND DISTRICT 5
PROJECT No. C4-0009 AND C4-00010

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: Marion Ashley
MARION ASHLEY
Chairman, Board of Supervisors

BY: Jeff Petty

DATED: OCT 06 2015

TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Lyle Stone
Lyle Stone

BY: Karen Dayton
Deputy

TITLE: Secretary

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

License No.: 784969

Department of Industrial Relations No.:
1000000645

Federal Employer Identification Number:

94-3324781

BY _____
"County"

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: Marsha Victor 9/15/15
MARSHA L. VICTOR DATE

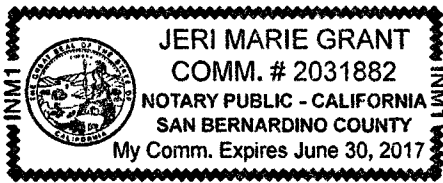
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On August 7, 2015 before me, Jeri Marie Grant, Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jeff Petty and Lyle Stone
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

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: _____

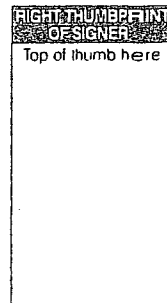
Signer(s) Other Than Named Above: _____

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: _____



**MINUTES OF THE 2015 ANNUAL MEETING
OF THE BOARD OF DIRECTORS OF
AMERICAN ASPHALT SOUTH, INC.**

The 2015 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, 2015, commencing immediately after the 2014 annual meeting of the shareholders of the Corporation. Said 2015 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 2014 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 2016 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 2016 annual meeting.

5. APPROVAL OF PRIOR MINUTES

The Chairman then presented to the meeting the minutes of the January 10, 2014 annual meeting of the Board of Directors of this Corporation, which are in the form of a written action. Said minutes were unanimously approved and all actions taken therein unanimously ratified.

6. NOMINATION AND ELECTION OF OFFICERS

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

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

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

6. ADJOURNMENT

There being no further business, the meeting was adjourned.



Lyle Stone
Corporate Secretary

Performance Bond

Recitals:

1. **American Asphalt South, Inc.,** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Slurry Seal Project for District 4, Project No. C4-0009, and District 5, Project No. C4-0010.**

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 **\$1,391,691.90 (One million, three hundred ninety one thousand, six hundred ninety one dollars and ninety cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for 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 \$1,391,691.90 (One million, three hundred ninety one thousand, six hundred ninety one dollars and ninety 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 District 4, Project No. C4-0009, and District 5, Project No. C4-0010.

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

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Bond No. 12123766
Premium \$7,958

Premium for Contract Term
Subject to Adjustments
Based on Final Contract Price

Performance Bond

Recitals:

1. **American Asphalt South, Inc.,** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Slurry Seal Project for District 4, Project No. C4-0009, and District 5, Project No. C4-0010.**
The Guarantee Company of North
2. **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 **\$1,391,691.90 (One million, three hundred ninety one thousand, six hundred ninety one dollars and ninety cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for 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 August 6, 2015

By Jeff Petty
Vice President

By Lyle Stone
Secretary

By Elizabeth Collodi

Type Name Elizabeth Collodi

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).

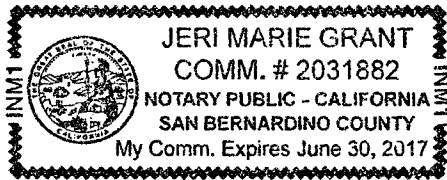
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On August 7, 2015 before me, Jeri Marie Grant, Notary
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Jeff Petty and Lyle Stone
Name(s) of Signer(s)

I 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: _____

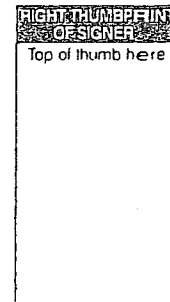
Signer(s) Other Than Named Above: _____

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: _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

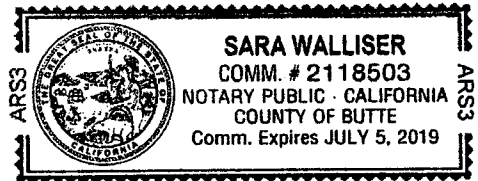
On August 6, 2015 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Sara Walliser (Seal)





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, Bobbie Beeny, Nancy Luttenbacher
Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
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 31st 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

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

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.

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 6 day of August 2015

Randall Musselman, Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 08305
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Guarantee Company of North America USA

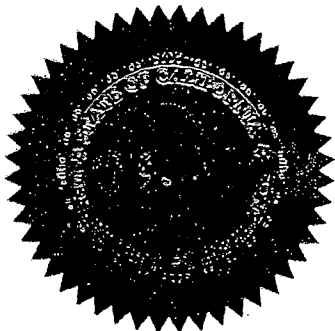
of Michigan, organized under the
laws of Michigan, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20th
day of December, 2006, I have hereunto
set my hand and caused my official seal to be affixed this
20th day of December, 2006.



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Bond No. 12123766

Premium Included in
Performance Bond

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 \$1,391,691.90 (One million, three hundred ninety one thousand, six hundred ninety one dollars and ninety 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 District 4, Project No. C4-0009, and District 5, Project No. C4-0010.

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: August 6, 2015

American Asphalt South, Inc.
Original Contractor – Principal

The Guarantee Company of North America USA
Surety

By Jeff Kelly Lyle Stone

By Elizabeth Collodi
Elizabeth Collodi
Its Attorney In Fact

Title Vice President Secretary
(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
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).

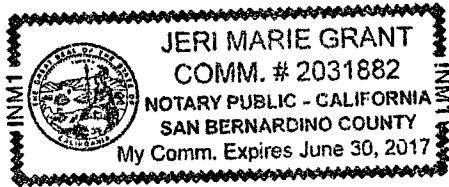
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On August 7, 2015 before me, Jeri Marie Grant, Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jeff Petty and Lyle Stone
Name(s) of Signer(s)

I 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: _____

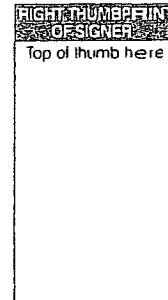
Signer(s) Other Than Named Above: _____

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: _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

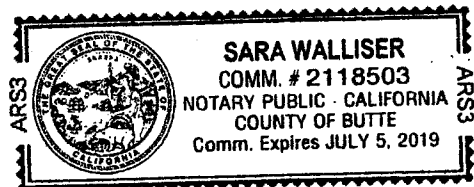
On August 6, 2015 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Sara Walliser (Seal)





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, Bobbie Beeny, Nancy Luttenbacher
Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
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 31st 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

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

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.

[Signature of 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 6 day of August 2015

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE Nº 08305
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Guarantee Company of North America USA

of Michigan, organized under the
laws of Michigan, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20th
day of December, 2006, I have hereunto
set my hand and caused my official seal to be affixed this
20th day of December, 2006.



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum Deputy
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2015

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

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

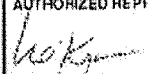
PRODUCER InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188	CONTACT NAME: Joanne Cadarette		
	PHONE (A/C, No, Ext): 916-609-8362	FAX (A/C, No): 916-979-7562	
E-MAIL ADDRESS: jcadarette@iwins.com			
INSURED AMERI26 American Asphalt South, Inc 14436 Santa Ana Avenue Fontana CA 92337	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Financial Pacific Ins Company		31453
	INSURER B: Arch Insurance Company		11150
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 161517184 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Ded. \$5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	60423382	12/31/2014	12/31/2015	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	60423382	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$None			60423382	12/31/2014	12/31/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWC18342800	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Slurry Seal - District 4 #C4-0009/District 5 #C4-0010. Additional Insured Status Applies to County Of Riverside, Its Agencies, Special Districts, Departments, Their Respective Directors, Officers, Board Of Supervisors, Elected/ Appointed Officials, Employees, Agents, Representatives (GL/AU), Primary Wording, GL/AU/WC Waivers Attached. Excess Policy Is "Follow" Form. 30-Day Notice Of Cancellation, Except 10-Day Notice For Non-Payment Of Premium Applies Per Policy Provisions.

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

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: Slurry Seal - District 4 #C4-0009/District 5 #C4-0010. Additional Insured Status Applies to County Of Riverside, Its Agencies, Special Districts, Departments, Their Respective Directors, Officers, Board Of Supervisors, Elected/ Appointed Officials, Employees, Agents, Representatives (GL/AU), Primary Wording, GL/AU/WC Waivers Attached. Excess Policy Is "Follow" Form. 30-Day Notice Of Cancellation, Except

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

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

This endorsement applies to the following work:

Description of Job: See Above

Location of Job: See Above

AI only Effective from:

Effective Date: 12/31/2014

Expiration Date: 12/31/2015

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.



Authorized Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Re: Slurry Seal - District 4 #C4-0009/District 5 #C4-0010. Additional Insured
Status Applies to County Of Riverside, Its Agencies, Special Districts,
Departments, Their Respective Directors, Officers, Board Of Supervisors, Elected/

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Signature

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: Slurry Seal - District 4 #C4-0009/District 5 #C4-0010.
Additional Insured Status Applies to County Of Riverside, Its
Agencies, Special Districts, Departments, Their Respective
Directors, Officers, Board Of Supervisors, Elected/ Appointed

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 Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Person or Organization: Re: Slurry Seal - District 4 #C4-0009/District 5
#C4-0010, Additional Insured Status Applies to County
Of Riverside, Its Agencies, Special Districts,
Departments, Their Respective Directors, Officers,

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (Section IV BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for bodily injury or property damage arising out of losses or accidents which occur during the policy period. This waiver applies only to liability you assume pursuant to a contract with the person or organization shown in the schedule.



Authorized Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: ALL PROJECTS WITH THE POLICY PERIOD.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restated, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

A handwritten signature in black ink, appearing to read "J. J. Jones", is written above a horizontal line.

Authorized Signature

POLICY NUMBER: ZAWCI9342800

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 OR ORGANIZATION WHERE
WAIVER OF OUR RIGHT TO RECOVER IS
PERMITTED BY LAW AND IS REQUIRED
BY WRITTEN CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO
DATE OF 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 04-01-15

Policy No. ZAWCI9342800

Endorsement No.

Insured AMERICAN ASPHALT

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By

[Handwritten Signature]

DATE OF ISSUE: 03-23-15



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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

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.	
				From	To					
A										
167	A	5	18	ANNANDALE AVE	AUGUSTA AVE	1196' N AUGUSTA AVE	1196	32	4,252	SS1
167	A	5	18	APAWAMIS RD	SPYGLASS AVE	CONGRESSIONAL RD	993	33	3,641	SS1
167	A	5	18	AUGUSTA AVE	CLUBHOUSE BLVD	LITTLE MORONGO RD	2711	40	12,049	SS1
B										
187	B	4	18	BANFF ST	WESTCHESTER DR	ST ANDREWS DR	635	35	2,469	SS1
167	A	5	18	BARNES CT	OAKMOUNT BLVD	216' E OAKMOUNT BLVD	216	29	696	SS1
187	B	4	18	BLOOMFIELD AVE	BROADMOOR DR	WESTCHESTER DR	988	35	3,842	SS1
187	B	4	18	BOCA RATON PL	BROADMOOR DR	WESTCHESTER DR	600	31	2,067	SS1
167	A	5	18	BOROS CT	OAKMOUNT BLVD	237' E OAKMOUNT BLVD	237	29	764	SS1
167	A	5	18	BRAE BURN AVE	CAPILAND RD	BROOKLINE AVE	1531	41	6,975	SS1
167	A	5	18	BROOKLINE AVE	BRAE BURN AVE	WARWICK DR	1998	32	7,104	SS1
167	A	5	18	BURKE CT	OAKMOUNT BLVD	220' E OAKMOUNT BLVD	220	29	709	SS1
C										
167	A	5	18	CAPILAND RD	BRAE BURN AVE	WARWICK DR	1809	33	6,633	SS1
167	A	5	18	CASCADES DR	HOYLAKE RD	LITTLE MORONGO RD	126	33	462	SS1
187	B	4	18	CHIRICAHUA DR	BROADMOOR DR	ALGONQUIN PL	1130	33	4,143	SS1
167	A	5	18	CLUBHOUSE BLVD	MISSION LAKES BLVD	SPYGLASS AVE	422	65	3,048	SS1
167	A	5	18	CLUBHOUSE BLVD	SPYGLASS AVE	AUGUSTA AVE	3964	40	17,618	SS1
167	A	5	18	COCHRAN CT	ANNANDALE AVE	135' N ANNANDALE AVE	135	29	435	SS1
187	B	4	18	CODY AVE	QUIVIRA ST	OAKLAND HILLS ST	840	31	2,893	SS1
187	A	4	18	COLONIAL DR	SAN MIQUELITO DR	WELLS FARGO RD	2102	35	8,174	SS1
167	A	5	18	CONGRESSIONAL RD	SPYGLASS AVE	APAWAMIS RD	981	33	3,597	SS1
167	A	5	18	COTTON CT	INGLEWOOD AVE	126' E INGLEWOOD AVE	126	32	448	SS1
D										
167	A	5	18	DE VICENZO CT	DORAL DR	134' N DORAL DR	134	33	491	SS1
167	A	5	18	DESERT AIR CT	ANNANDALE AVE	419' NW ANNANDALE AVE	419	32	1,490	SS1
167	A	5	18	DIEGEL CT	WARWICK BLVD	137' N WARWICK BLVD	137	29	441	SS1
167	A	5	18	DORAL DR	CLUBHOUSE BLVD / S	CLUBHOUSE BLVD / N	1627	33	5,966	SS1
E										
167	A	5	18	EGAN CT	OAKMOUNT BLVD	237' E OAKMOUNT BLVD	237	30	790	SS1
167	A	5	18	EKWANOK DR	BROOKLINE AVE	SIWANOV DR	675	29	2,175	SS1
59		5	14	EL NIDO AVE	ORANGE AVE	WALNUT AVE	3992	26	11,532	SS2
59		5	14	EL NIDO AVE	WALNUT AVE	RIDER ST	1262	18	2,524	SS2
59		5	14	EVANS RD	ORANGE AVE	PLACENTIA AVE	2640	24	7,040	SS2
F										
187	B	4	18	FLAGSTAFF AVE	BROADMOOR DR	BANFF ST	1097	31	3,779	SS1
H										
167	A	5	18	HOYLAKE RD	OAKMOUNT BLVD	OAKMOUNT BLVD	1474	33	5,405	SS1
I										
167	A	5	18	INGLEWOOD AVE	HOYLAKE RD	LEITH AVE	785	29	2,529	SS1
J										
167	A	5	18	JONES CT	CLUBHOUSE BLVD	374' NW CLUBHOUSE BLVD	374	29	1,205	SS1
K										
167	A	5	18	KIRKWOOD CT	PINEHURST CIR	160' NE PINEHURST CIR	160	30	533	SS1
L										
167	A	5	18	LA COSTA CT	ANNANDALE AVE	157' SE ANNANDALE AVE	157	28	488	SS1
167	A	5	18	LEITH AVE	OAKMOUNT BLVD	LITTLE MORONGO RD	472	33	1,731	SS1
167	A	5	18	LEMA CT	CLUBHOUSE BLVD	191' W CLUBHOUSE BLVD	191	30	637	SS1
167	A	5	18	LEONARD CT	OAKMOUNT BLVD	258' E OAKMOUNT BLVD	258	29	831	SS1
167	A	5	18	LIDO CT	BROOKLINE AVE	477' N BROOKLINE AVE	477	28	1,484	SS1
167	A	5	18	LITTLE CT	INGLEWOOD AVE	152' E INGLEWOOD AVE	152	29	490	SS1
99	C	5	14	LITTLE RANCH CT	PENASCO CIR	165' N PENASCO CIR	165	36	660	SS1
M										
187	B	4	18	MESA PL	WESTCHESTER DR	125' E WESTCHESTER DR	125	36	500	SS1
167	A	5	18	MIDDLECOFF CT	SPYGLASS AVE	178' N SPYGLASS AVE	178	29	574	SS1
99	C	5	14	MIRILESTE DR	1537' SW MENIFEE RD	2690' SW MENIFEE RD	1153	36	4,612	SS1
O										
167	A	5	18	OAKMOUNT BLVD	HOYLAKE RD	AUGUSTA AVE	4020	33	14,740	SS1
187	B	4	18	OLYMPIA PL	QUIVIRA ST	124' N QUIVIRA ST	124	40	551	SS1
P										
177		4	18	PALM DR	VARNER RD	20TH AVE	4332	42	20,216	RCS
173		4	18	PALM DR	20TH AVE	3918' N 20TH AVE	3918	42	18,284	RCS

RD BK PAGE	SUPV. DIST.	MAINT. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.	
				From	To					
173		4	18	PALM DR	3918' N 20TH AVE	18TH AVE	1300	42	6,067	RCS
99	C	5	14	PALOMAR RD	VIA SANTANA	SAN JACINTO AVE	109	40	484	SS1
99	C	5	14	PENASCO CIR	1450' S PORTER ST	MIRILESTE DR / S	945	36	3,780	SS1
167	A	5	18	PICARD CT	PINEHURST CIR	275' W PINEHURST CIR	275	29	886	SS1
167	A	5	18	PINEHURST CIR	WARWICK DR / E	WARWICK DR / W	2541	33	9,317	SS1
99	C	5	14	PORTER ST	3233' SW CENTRAL AVE	1955' SW CENTRAL AVE	1278	30	4,260	SS1
Q										
187	B	4	18	QUIVIRA ST	WESTCHESTER DR	OAKLAND HILLS ST	721	31	2,483	SS1
R										
167	A	5	18	RAY CT	OAKMOUNT BLVD	297' E OAKMOUNT BLVD	297	30	990	SS1
59		5	14	RIDER ST	EVANS RD	EL NIDO AVE	1330	30	4,433	SS2
S										
187	B	4	18	SAINT ANDREWS DR	SAN MIQUELITO DR	BROADMOOR DR	1665	35	6,475	SS1
167	A	5	18	SANDERLING CT	WARWICK DR	480' N WARWICK DR	480	29	1,547	SS1
187	B	4	18	SARASOTA PL	BOCA RATON PL	124' SE BOCA RATON PL	124	44	606	SS1
187	A	4	18	SHASTA PL	OAKLAND HILLS ST	121' SW OAKLAND HILLS ST	121	42	565	SS1
59		5	14	SHERMAN AVE	WALNUT AVE	412' S WALNUT AVE	412	34	1,556	SS2
167	A	5	18	SIWANOY DR	BROOKLINE AVE	797' NE BROOKLINE AVE	797	34	3,011	SS1
167	A	5	18	SMITH CT	OAKMOUNT BLVD	197' E OAKMOUNT BLVD	197	29	635	SS1
187	B	4	18	SOUTHERN HILLS AVE	BROADMOOR DR	BANFF ST	1135	35	4,414	SS1
167	A	5	18	SPYGLASS AVE	2943' W WARWICK DR	WARWICK DR	2943	40	13,080	SS1
T										
167	A	5	18	TROON CT	SPYGLASS AVE	478' N SPYGLASS AVE	478	29	1,540	SS1
187	B	4	18	TUCSON PL	WESTCHESTER DR	122' E WESTCHESTER DR	122	36	488	SS1
167	A	5	18	TURNESA CT	PINEHURST CIR	140' NW PINEHURST CIR	140	32	498	SS1
V										
167	A	5	18	VARDON CT	PINEHURST CIR	486' NE PINEHURST CIR	486	29	1,566	SS1
99	C	5	14	VIA SANTANA	PORTER ST	1786' S MIRILESTE DR / N	1813	36	7,252	SS1
W										
59		5	14	WALNUT AVE	SHERMAN AVE	813' E SHERMAN AVE	813	40	3,613	SS2
59		5	14	WALNUT AVE	819' E SHERMAN AVE	1465' E SHERMAN AVE	652	40	2,898	SS2
59		5	14	WALNUT AVE	EVANS RD	EL NIDO AVE	1287	16	2,288	SS2
167	A	5	18	WARWICK DR	CLUBHOUSE DR	MISSION LAKES BLVD	4195	36	16,780	SS1
187	B	4	18	WESTCHESTER DR	BROADMOOR DR	SAN MIQUELITO DR	2844	36	11,376	SS1

Baig, Saleem

From: Lyle Stone <LyleS@americanasphaltsouth.com>
Sent: Monday, July 20, 2015 9:39 AM
To: Baig, Saleem
Subject: RE: Slurry Seal Project District 4 & 5/ Sub Contractor- License number
Attachments: 2015-07-20-091009.pdf

Hi Saleem,

Sorry for the confusion. My Bid Runner must have written down the wrong number. Attached is their State Contractor's License Verification and DIR Registration Verification. Please let me know if you need any additional information.

Sincerely,

Lyle Stone

From: Baig, Saleem [<mailto:SBAIG@rctlma.org>]
Sent: Monday, July 20, 2015 9:02 AM
To: lyles@americanasphaltsouth.com
Subject: Slurry Seal Project District 4 & 5/ Sub Contractor- License number

Lyle,

It is to notify you that I am reviewing the bid we received from your company on July 15, 2015. Safe USA Inc is listed subcontractor, however their contractor's license number written is not correct. Please refer to Public Contract Code 4104(a)(2) and provide correct license number ASAP.

Thanks

Saleem Baig

County of Riverside
Transportation Department
Project Developments
Contracts/ Bidding Unit
14th Street Transportation Annex
3525 14th Street
Riverside, CA 92501

Office: (951) 955-6780
Direct: (951) 955-1682
FAX: (951) 955-3164

Contractor's License Detail for License # 874085

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.8) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SAFE USA INC
1030 N MOUNTAIN AVENUE #180
ONTARIO, CA 91762
Business Phone Number:(909) 983-0703

Entity Corporation
Issue Date 03/09/2006
Reissue Date 11/07/2012
Expire Date 11/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.
Bond Number: 04WB055882
Bond Amount: \$12,500
Effective Date: 11/07/2014
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) COPLENAS JACOB certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.
Effective Date: 11/07/2012

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY
Policy Number:7600013895
Effective Date: 11/01/2014
Expire Date: 11/01/2015
Workers' Compensation History

Miscellaneous Information

[Press Room](#) | [Contact DIR](#) | [CA.gov](#)

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Department of Industrial Relations (DIR)

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code
 Enter at least one search criteria to display active registered public works contractor(s) matching your selections

Registration Year:

Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

[Export as](#) [Excel](#) [PDF](#)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	SAFE USA, INC.	1000000311	SAN BERNARDINO	ONTARIO	07/02/2015	06/30/2016

v2 20150701b

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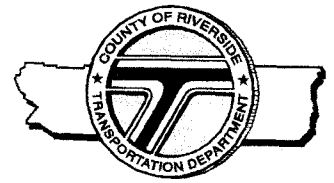
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COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Assistant Director of Transportation

Juan C. Perez, P.E., T.E.
Director of Transportation and Land
Management

Transportation Department

ADDENDUM NUMBER 1

Dated July 2, 2015

to the
Specifications and Contract Documents
for the construction of

Slurry Seal Project

District 4

Project No. C4-0009

District 5

Project No. C4-0010

Bids Due: Wednesday, July 8, 2015; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 8 of Instructions to Bidders 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 plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Public Works Contractor Registration Program

All bidding contractors and subcontractors are being advised that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to labor Code section 1725.5.

- Item 2: Asphalt Rubber Binder (Rubberized Chip Seal)**
Following Special Provisions added and made part hereof:

ASPHALT RUBBER BINDER (RUBBERIZED CHIP SEAL)

Hot applied seal coat shall consist of an application of heated modified asphalt binder, heated screenings precoated with paving asphalt on existing roadway pavement. Hot applied seal coat shall conform to the provisions specified for seal coats in Section 37-1, "Seal Coats," of the Standard Specifications and these Special Provisions.

MATERIALS

Modified Asphalt Binder

Modified asphalt binder shall consist of asphalt binder containing a minimum of 18 percent ground tire rubber. The tire rubber shall be incorporated into the asphalt binder such that a smooth and homogeneous composition results. Modified asphalt binder shall be performance grade **PG 76-22TR** conforming to the requirements in the following table:

Modified Asphalt Binder

Property	AASHTO Test Method	Specification Grade
		PG 76-22TR
Original Binder		
Flash Point, Minimum °C	T 48	230
Solubility, Minimum % ^b	T 44 ^c	97.5
Viscosity at 135°C, ^d Maximum, Pa·s	T 316	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00
RTFO Test Aged Binder		
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80
Elastic Recovery ^f , Test Temp., °C Minimum recovery, %	T 301	25 65
PAV ^g Aging, Temperature, °C	R 28	110
RTFO Test and PAV Aged Binder		
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-12 300 0.300

Notes:

- a. Do not modify using acid modification.
- b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- c. ASTM D5546 may be used instead of AASHTO T 44.
- d. The Engineer will waive this specification if the supplier certifies the paving asphalt can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.
- f. Tests without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.

A Certificate of Compliance conforming to Section 6-1.07 of the Standard Specification shall be furnished to the Engineer prior to the start of the work. The certificate shall be current and for the materials delivered to the work site. Test results supporting the Certificate of Compliance shall be from an AASHTO-certified laboratory. The certificate shall show the shipment number, source and grade of binder, percentage of tire rubber by weight of the modified asphalt binder, refinery, consignee, quantity, project title, and date of shipment.

The Contractor shall provide one (1) gallon sample of the modified asphalt binder 14 days before placement of the hot applied chip seal and shall be submitted to the Engineer in sealed container showing project title, type and source of material, percentage of tire rubber, and date of shipment. The Contractor shall provide the Engineer with a Material Safety Data Sheet (MSDS) of the modified asphalt binder.

Additional samples may be required during the course of placement of the hot applied seal coat as directed by the Engineer. At any time, the Engineer may perform quality testing on the samples submitted by the Contractor as deemed necessary to determine the materials compliance with the specifications.

Pre-Coated Screenings

Pre-coated screenings shall be screenings which are heated and pre-coated with paving asphalt prior to delivery to the work site.

The paving asphalt shall be performance grade **PG 70-10** conforming to Section 92 of the Standard Specification. A Certificate of Compliance conforming to Section 6-1.07 shall be submitted to the Engineer prior to the start of the work.

Screenings shall consist of broken stone, crushed gravel, or both. At least 90 percent of screenings by weight shall consist of crushed particles having 2 or more fractured faces as determined under California Test 205. Screenings shall conform to the following requirements immediately prior to pre-coating with the paving asphalt. Screenings shall conform to the grading requirements as determined under California Test 202 in the following table:

Screening Grading Requirement

Medium 3/8" max. size (3/8" X No. 6)	
Sieve Size	Percentage Passing
1/2"	100
3/8"	85-100
No. 4	0-15
No. 8	0-5
No. 200	0-2

Screenings shall conform to the quality requirements shown in the following table:

Screening Quality Requirements

Test Parameters	California Test	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 max.
Los Angeles Rattler Loss (500 Revolutions)	211	45 max.
Film Stripping	302	25 max.
Cleanness Value	227	80 min.
Durability	229	52 min.

Representative samples for the cleanness value test shall be taken immediately prior to preheating. Representative samples for grading requirements shall be taken prior to pre-coating with the paving asphalt.

If the result of the aggregate grading for screenings does not meet the gradation specified, the seal coat operation shall not continue until a passing grading is met.

If the result of the cleanness value test for screenings is below 80, the seal coat operation shall not continue until a passing cleanness value is achieved.

Additional samples of the uncoated aggregate shall be taken during the course of placement of the seal coat and shall be tested for grading and cleanness value to determine the aggregate compliance with the specifications. The Engineer shall perform a minimum of 2 sampling and testing of the uncoated aggregate per day during placement. The Contractor shall cease all work when any individual test result of either grading screening or cleanness value of the uncoated aggregate is out of compliance. Seal coat operation shall resume when the Contractor has taken corrective measures and that the test results are in conformance with the specifications.

Screenings shall be heated to a temperature between 260°F and 350°F and then pre-coated with 0.7 to 1.0 percent paving asphalt by weight of dry aggregate. The exact percentage shall be recommended by the Contractor and approved by the Engineer. Pre-coating shall be performed in an asphalt concrete plant. **Stockpiling of screenings after heating and pre-coating will not be permitted.**

Each load shall be completely covered during hauling.

EQUIPMENT

All equipment shall be approved by the Engineer prior to use.

The Contractor shall utilize the following equipment for hot applied seal coat operation:

Distributor Trucks

Distributor trucks shall be self-propelled and equipped with a hydrostatic asphalt pump. The use of gravity distributors will not be permitted.

Distributor trucks shall be equipped with:

- a) a cab-mounted, computerized control system with digital readout,
- b) a cab-controlled automatic valve system capable of controlling circulation and spray,
- c) a ground travel speed and distance traveled measuring system,
- d) a heating unit and pump or pumps capable of spraying within ± 0.03 gallons per square yard of the specified application rate,
- e) a full-circulating, 12-foot-wide spray bar, capable of uniform application across the full-width of a traffic lane without streaks or other distortions,
- f) thermometers, including one on the side of the tank visible to the Engineer when standing on ground level,
- g) pressure gauges,
- h) volume gauges,
- i) temperature gauges,
- j) a hose and nozzle to be used for spraying areas inaccessible to the distributor truck, and
- k) observation platform on the rear of the truck for an observer on the platform to see the nozzles and unplug them if needed.

The spray bar shall be adjustable to permit positioning at various heights above the roadway surface to be seal coated. If a spray bar extension is used to cover a greater width, it shall be of the full-circulating type. No liquid shall drip onto existing roadway pavement or roadway pavement which has been seal coated.

Haul Trucks

Haul trucks for hauling screenings shall be equipped with the following:

- a) tailgate discharge,
- b) locking device for connecting to the chip spreader,
- c) dump body that, when fully raised, will not push down on the chip spreader,
- d) a dump body lip of sufficient length that screenings will not dump onto the roadway during discharge into the rear hopper of the chip spreader, and
- e) a manual or automatic load covering system.

Chip Spreaders

Chip spreaders shall be

- a) specifically designed and constructed to spread screenings,
- b) self-propelled,
- c) capable of towing haul trucks during discharge,
- d) capable of spreading screenings over the full-width of a traffic lane in one application,

and be equipped with the following:

- e) a locking device for attaching to haul trucks,
- f) a rear hopper for receiving screenings,
- g) an adjustable-width front hopper for spreading screenings,
- h) a belt conveyor system capable of transporting screenings deposited in the rear hopper to the front hopper, and
- i) a computerized spread rate control system capable of adjusting the spread rate up or down in 1 pound increments.

Pneumatic Tire Rollers

Pneumatic tire rollers shall be of the oscillating-type having a width of not less than 4 feet. Wobble-wheel rollers will not be permitted. Rollers shall be self-propelled and reversible. Each roller shall have a separate operator.

Pneumatic tires shall be of equal size, diameter, type, and ply, spaced so that the gaps between adjacent front tires will be covered by adjacent rear tires, and inflated to 100 ± 5 pounds per square inch. Rollers shall be constructed so that the total weight can be varied to produce an operating weight per tire of not less than 2,000 pounds.

Pneumatic tire rollers shall be equipped with tire pads and a water spray system capable of preventing the pneumatic tires from sticking to the seal coat surface. A parting agent approved by the Engineer may be used. The parting agent shall not contain a petroleum-based solvent or other constituent which may cause damage to the seal coat.

Steel Wheel Roller

Steel wheel roller shall be self-propelled and reversible weighing from 8 tons (minimum) to 10 tons (maximum). The roller shall be equipped with an adequate scraping or cleaning device on each wheel to prevent the accumulation of material on the wheels. The roller shall also be equipped with a water system which will keep all wheels uniformly wet to prevent material pickup.

Sweepers

Sweepers shall be self-propelled, equipped with a vacuum type broom and having only negative air pressure at the road surface, and capable of removing loose screenings without dislodging those seated in the seal coat. Gutter brooms or steel-tined brooms shall not be used.

PREPARATION OF EXISTING PAVEMENT

The Contractor shall prepare the existing roadway surface prior to application of the seal coat.

Manhole covers, utility vaults and the surfaces of other utility facilities, survey monuments, and benchmarks shall be covered using a material approved by the Engineer. The cover material and application procedure shall not result in adherence of the seal coat to the facility nor in stripping of the seal coat from the adjacent pavement.

Thermoplastic striping and pavement markings, raised pavement markers, and raised

pavement marker adhesive shall be removed.

Immediately before applying the seal coat, the existing roadway surface shall be clean and dry. Cleaning shall be performed by sweeping, flushing, or another method which will result in the removal of all loose pavement particles, dirt, and other extraneous material.

APPLICATION

Modified Asphalt Binder

Modified asphalt binder shall be placed upon a clean dry surface and shall be applied by distributor trucks conforming to requirement of these Special Provisions except small or inaccessible areas may be applied with a wand if so approved by the Engineer. The Contractor shall comply with Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

Modified asphalt binder shall not be applied:

- a) when weather conditions, including excessive wind, are unsuitable,
- b) when the existing pavement is damp or wet,
- c) until sufficient screenings are on hand to immediately cover the binder,
- d) a greater distance than can immediately be covered with screenings,
- e) when the atmospheric temperature is below 65°F,
- f) when the atmospheric temperature is above 105°F, or
- g) when the pavement temperature is below 80°F.

In windy conditions, the Contractor may adjust the distributor bar height and distribution speed, and use shielding equipment, if approved by the Engineer.

Modified asphalt binder shall be applied to only one designated traffic lane at a time, and the full-width shall be covered in one operation.

Application of the modified asphalt binder shall be discontinued sufficiently early in the day to permit termination of traffic control (lane closure) prior to darkness.

Application Temperature

Modified asphalt binder shall be between 330°F and 375°F at the time of application.

Application Rate

Modified asphalt binder shall be applied at a rate of 0.36 to 0.46 gallons per square yard. **The initial rate of application shall be 0.40 gallons per square yard.** The Contractor may propose a different initial rate. If so requested by the Engineer, the Contractor shall apply modified asphalt binder to 100-foot test strips at different rates to assist in determination. The initial rate shall be adjusted up or down as necessary (but within the specified limit) to provide complete and uniform coverage and ensure that no

bleeding occurs during rolling. The initial rate, and any necessary adjustments thereto during application, shall be subject to approval by the Engineer.

During spraying, the application rate, as determined in accordance with California Test 339, shall not vary more than 10 percent from the rate approved by the Engineer.

When placing modified asphalt binder at intersections, left turn lanes, gore points, and other irregular areas, the binder application shall not be in excess of that which can be covered with screenings within ten (10) minutes.

For areas not accessible to a truck distributor bar, the modified asphalt binder shall be hand sprayed or other means approved by the Engineer.

After application, modified asphalt binder shall completely and uniformly cover the underlying pavement and be free of streaks and voids.

Pre-coated Screenings

Pre-coated screenings shall be uniformly spread by a chip spreader in conformance with the provisions in these Special Provisions. Screenings shall be spread at a uniform rate over the full lane width in 1 operation. Spreading shall begin immediately following the application of the modified asphalt binder.

Application Temperature

Pre-coated screenings shall be a minimum of 225°F at the time of spreading.

Application Rate

The spread rate shall be from 26 to 40 pounds per square yard. **The initial rate shall be 30 pounds per square yard.** The Contractor may propose a different initial rate. If so requested by the Engineer, the Contractor shall spread 100-foot test strips at different rates. The initial rate, and any necessary adjustments thereto during spreading, shall be approved by the Engineer. The calculated spread rate upon completion shall be within 5 percent of the rate approved by the Engineer.

The chip spreader shall not be operated at speeds which cause the screenings to roll over after striking applied binder.

Joints

Excess screenings at joints shall be swept clean prior to the application of hot applied seal coat to the adjoining traffic lane.

Joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent seal-coated surface.

Transverse Joints

When joining edges against surfaces that has been seal coated, application shall start and stop on building paper, or other similar material approved by the Engineer, spread over the entire application width. The building paper shall be removed and disposed of by the Contractor after use.

Longitudinal Joints

Longitudinal joints between adjacent applications shall coincide with the line between designated traffic lanes and be overlapped for a width not exceeding 4 inches. Adjacent applications shall be blended by brooming.

FINISHING

Finishing shall consist of the following (in order of sequence):

- a) rolling
- b) sweeping

After the screenings have been spread, piles and ridges shall be removed. Additional screenings shall be spread to completely and uniformly cover the hot applied seal coat, after which the seal coat shall be rolled. After sweeping, clean sand shall be applied to areas where bleeding is evident and/or areas where screenings are picked up by rollers.

Rolling

A minimum of 3 pneumatic-tired rollers and a steel-wheeled roller conforming to these Special Provisions shall be furnished and operated.

A coverage shall be defined as the number of passes needed for a roller to cover the full application width. A pass shall be defined as 1 roller movement parallel to the seal coat application in either direction. Overlapping passes shall be considered part of the coverage being performed and not a part of a subsequent coverage. A coverage shall not be started until the previous coverage has been completed.

Rolling shall be performed in the following sequence:

- a) Initial rolling consisting of 1 coverage with a pneumatic-tired roller
- b) Secondary rolling consisting of 2 coverages with a pneumatic-tired roller
- c) Final rolling consisting of 1 coverage with a steel-wheeled roller

Initial rolling shall begin within 60 seconds after the screenings have been spread. The screenings shall not be spread more than 150 feet ahead of the initial rolling.

Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be sufficient to adequately seat the screenings and in no case shall be less than 2 complete coverages.

Final rolling shall follow after completion of the secondary rolling. The roller shall be operated in static mode only.

Sweeping

Sweepers shall conform to the requirements of these Special Provisions. Sweeping shall be used to remove loose screenings from the roadway, adjacent gutters, curb ramps, sidewalks, driveways, and intersecting roadways. A minimum of 3 self-propelled brooms shall be furnished and operated in addition to those required for maintenance of seal coats which have been previously applied.

Initial sweeping shall be light brooming and shall not cause the screenings to separate from the seal coat. The Contractor shall commence the initial sweeping after the screenings have been in place for a period of 2 to 4 hours.

Excess screenings generated by sweeping operations shall not remain on graded shoulders nor be salvaged and stockpiled for spreading. Excess screenings shall be disposed of by the Contractor.

MAINTENANCE

The Contractor shall maintain the seal coat surface for 5 calendar days from the day the screenings are applied or until the microsurfacing is applied. Maintenance shall include maintaining the seal coat surface free of loose screenings by sweeping, applying additional screenings and/or sand cover as may be necessary to absorb free asphaltic material, covering any areas deficient in coat material, and other work as directed by the Engineer. Sweeping shall not result in screenings set in the asphaltic material becoming loose.

The exact duration of sweeping operations will be determined by the Engineer. As a minimum, sweeping will be required at times specified in Section 37-1.07, 7th paragraph.

TRAFFIC CONTROL

In addition to the requirements of Sections 7-1.08 and 7-1.09 and Section 37-1.03 paragraphs 4th through 6th, of the Standard Specifications, the Contractor shall comply with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and the following requirements:

- a) At locations where public traffic is being routed over a roadway upon which a seal coat is to be applied, the seal coat shall not be applied to more than one-half the width of the traveled way at a time, and the remaining width shall be kept free of obstructions and open for use by public traffic until the seal coat is ready for use by public traffic.
- b) Pilot cars utilized by the Contractor to convoy or otherwise control traffic shall be capable of radio communication with other pilot cars, flaggers, and Contractor personnel in the work area. The maximum speed of the pilot cars convoying or controlling public traffic through the traffic control zone shall be 25 miles per hour on

2-lane, 2-way roadways and 30 miles per hour on multilane divided and undivided roadways. Pilot cars shall only use traffic lanes open to public traffic.

Prior to placement of the seal coat, a Traffic Control Plan shall be submitted to the Engineer for approval.

The Contractor shall be held fully responsible for damage to windshields and for chipping of paint on vehicles passing through the work site.

The posting of construction zone speed limit signs that reduce the legally posted speed limit by more than 10 MPH shall not relieve the Contractor of the responsibility for damage to vehicle windshields and paint, unless the Contractor first conducts a speed survey justifying said reduction in accordance with California Vehicle Code (CVC) requirements. Said speed survey shall be conducted by an entity allowed to perform such survey under the CVC. The above does not prevent the Contractor from posting advisory signs recommending that drivers reduce their speed by more than 10 MPH from the legally posted speed limit.

The Engineer or his representative shall determine, at his/her sole discretion, whether or not a claim for windshield or paint damage against the Contractor is valid.

If the Engineer determines that the claim is valid, then the Contractor shall file within 10 working days to resolve said claim and provide proof of such timely resolution to the Engineer any and all such claims prior to the release of retention funds.

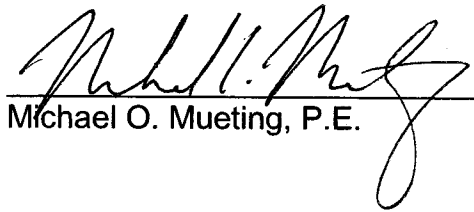
Prior to opening the lanes to public traffic, all construction signs and appropriate speed-reduction signs shall remain in place and shall be maintained by the Contractor until there is no further dislodging of the aggregate screenings.

METHOD OF PAYMENT

Payment for hot applied seal coat shall be considered as included in the contract unit price paid per ton for "Asphalt-Rubber Binder (Rubberized Chip Seal) and shall include full compensation for furnishing labor, materials, tools, equipment and incidentals, pavement preparation, rolling, sweeping, disposing of excess material, application of sand to bleeding areas, maintenance, and all other work required by these Special Provisions and as directed by the Engineer.

No adjustment in payment will be made for any increase or decrease in the quantity of modified asphalt binder or screenings necessary to obtain the application rates required by the Engineer.

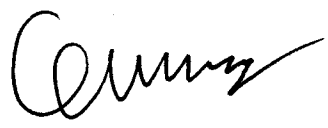
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

 7-2-15

Michael O. Mueting, P.E.



Concurrence:

 7/2/15

Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jj:sb

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of **only this** acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
 Assistant Director of Transportation

Transportation Department

Juan C. Perez, P.E., T.E.
 Director of Transportation and Land
 Management

ADDENDUM NUMBER 2

Dated July 6, 2015

to the

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

Slurry Seal Project

District 4

Project No. C4-0009

District 5

Project No. C4-0010

Bids Due: Wednesday, July 8, 2015; 2:00 p.m.
 14th Street Transportation Annex
 3525 14th Street; Riverside, CA 92501
 (951) 955-6780

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

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

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO THE SPECIAL PROVISIONS:

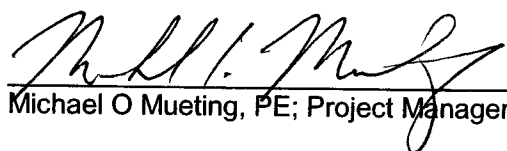
Item 1: Remove Thermoplastic pavement markings and Pavement Markers.

Refer to Special Provision section entitled "Remove Thermoplastic pavement markings and Pavement Markers". The payment Clause (**Method of Payment**) on page 27 for this section is deleted and replaced with the following:

Method of Payment

The lump sum contract price paid for Remove Traffic Stripe, Pavement Markings and Pavement Markers shall include full compensation, for furnishing all labor, materials, tools, equipment, and for doing all work involved in removing painted traffic stripes, thermoplastic; stripes, crosswalks, pavement markings and pavement markers, and no additional compensation will be allowed therefor.

Prepared by:


 Michael O Mueting, PE; Project Manager

7-6-15

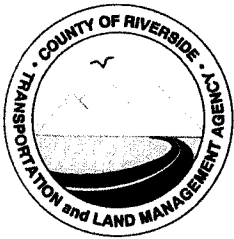
Date

Acknowledged: _____

Date: _____

(Contractor)

JRJ:sb



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Assistant Director of Transportation

Transportation Department

Juan C. Perez, P.E., T.E.
Director of Transportation and Land
Management

ADDENDUM NUMBER 3

Dated July 7, 2015

to the

Specifications and Contract Documents
for the construction of

Slurry Seal Project

District 4

Project No. C4-0009

District 5

Project No. C4-0010

Bids Due: (REVISED)
Wednesday, July 15, 2015; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

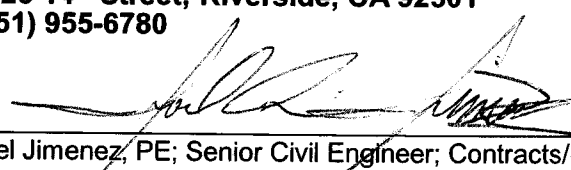
<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

Wednesday, July 15, 2015; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Prepared by:

 7/7/15
Joel Jimenez, PE; Senior Civil Engineer; Contracts/Bidding Unit

Acknowledged: _____

Date: _____

(Contractor)

JRJ:jrj



Juan C. Perez, P.E., T.E.
Director of Transportation and Land
Management

COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Assistant Director of Transportation

Transportation Department

ADDENDUM NUMBER 4

Dated July 9, 2015

to the
Specifications and Contract Documents
for the construction of

Slurry Seal Project

District 4

Project No. C4-0009

District 5

Project No. C4-0010

Bids Due: **Wednesday, July 15, 2015; 2:00 p.m.**
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 8 of Instructions to Bidders 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 plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Remove Thermoplastic pavement markings and Pavement Markers.
Refer to Special Provision section entitled "Remove Thermoplastic pavement markings and Pavement Markers" on page 26-27. Following additional provision is added to this section and made part thereof.

Contractor shall remove all kind of traffic stripes and removal of painted traffic stripes shall be considered as included in the lump sum bid price paid for Remove Traffic Stripe, Pavement Markings, and Pavement Markers. No additional compensation will be allowed.

Item 2: Chip Seal

Following Special Provisions added and made part hereof:

CHIP SEAL

The chip seal coat shall conform to Sections 37-1, "Seal Coats", and 94, "Asphaltic Emulsions" of the State of California Standard Specifications and these Special Provisions.

The work shall consist of a uniform application of asphaltic emulsion followed by a uniform coverage of screenings on existing pavement surfaces. The chip seal coat application will be followed by an application of slurry seal coat Type I or Type II, as shown on the plans, to provide a chip seal coat of the pavement surfaces.

Materials:

Asphaltic Emulsion

Asphaltic emulsion shall conform to Section 94, "Asphaltic Emulsions" of the Standard Specifications and these Special Provisions.

The asphaltic emulsion used for chip seal coating shall be a cationic polymer modified asphalt emulsion grade PMCRS-2h and shall conform to the provisions in Section 94, Table 3, "Requirements for Polymer Modified Asphaltic Emulsion".

The polymer in the emulsion shall be, at the option of the Contractor, either Neoprene, SBR, EVA or SBS. Solid polymers such as EVA or SBS shall be adequately blended into the asphalt prior to emulsification. If a liquid latex such as Neoprene, SBR or similar is used, the latex shall be "co-milled" into the emulsion through the water phase during manufacturing. Each load of polymer asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either the asphalt blending or "co-milling" processes were used. The certificate shall also state the percentage of the solid rubber polymer added to the asphaltic emulsion by weight of the asphalt, as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

Screenings:

Screenings shall conform to Section 37-1.02, "Materials" of the Standard Specifications and shall be:

Seal Coat Type	Size of Screenings
Medium Grade	3/8" x No.6

The application rate of screenings shall be:

Seal Coat Type	Spread Rate lbs/SQYD
Medium Grade	20 to 30

The exact rate will be determined by the Engineer.

Equipment:

The equipment used by the Contractor shall include the following:

A self-propelled power broom capable of cleaning the existing pavement and removing excess screenings without dislodging screenings set in the asphaltic emulsion. A gutter broom or steel tined broom shall not be used.

Rollers shall be pneumatic - tired type. A minimum of three pneumatic - tired rollers conforming to Section 39-5.02, "Compacting Equipment" of the Standard Specifications shall be furnished and operating at all times. Rollers shall not exceed speeds of 10 mph during initial and secondary rolling.

The screenings spreader shall be a variable width, computer controlled, self-propelled screenings spreader. Hopper width shall vary from 10 to 16 feet in width, in 6 inches increments minimum.

Vehicles hauling screening shall be equipped with a permanent hitch that will fit the pulling device on the screenings spreader.

Asphalt distributor truck shall be equipped with computerized rate control for applying polymer modified asphaltic emulsion at a uniform rate as directed by the Engineer.

Asphalt distributor truck shall be equipped with its proper measuring stick and calibration card. On-site calibration of asphalt distributor truck, for determining actual spread rate of polymer modified asphaltic emulsion shall be determined by the Engineer.

Maintaining Traffic:

In addition to the traffic control requirements set forth elsewhere in these Special Provisions, traffic control for seal coat operations shall conform to the provisions of Section 37-1.03, "Maintaining Traffic" of the Standard Specifications.

Application:

Chip seal coat shall be placed only when the atmospheric temperature is between 60⁰ F. and 100⁰ F. unless otherwise approved by the Engineer.

The pavement shall be prepared in accordance with Section 37-1.04, "Preparation for Seal Coat" of the Standard Specifications.

Utility covers, manholes, survey monuments, survey markers, and other permanent facilities shall be protected from coverage by the seal coat, and referenced for prompt location and cleaning following seal coat operations. Contractor shall be responsible for protecting, covering, locating, removing protective covers and cleaning the above items.

The application rate of the asphaltic emulsion shall be between:

Seal Coat Type	Application Rate gallons/SQYD
Medium Grade	0.30 and 0.40

The exact rate will be determined by the Engineer.

Immediately following the application of the asphaltic emulsion, the asphaltic emulsion shall be covered with screenings. The chip spreader shall be operated within 75 feet of the distributor truck. The rate of application of the screenings shall be between 20 and 30 pounds per square yard and shall be determined by the Engineer.

Initial rolling shall consist of a one complete coverage with pneumatic tired rollers, and shall begin immediately behind the chip spreader. The initial rolling shall be within 100 feet of the spreader.

The amount of pneumatic tired rolling shall be sufficient to adequately seat the screenings and in no case shall be less than 3 complete coverages as defined in Section 39-6.03, "Compacting" of the Standard Specifications. The rolling shall be patterned so that coverages are approximately equal throughout the project.

Traffic shall not be allowed on the seal coat until the loose screenings have been removed and not before at least two hours after rolling. The traffic shall be controlled by pilot car at a speed not to exceed 15 miles per hour for a period of 2 additional hours when directed by the Engineer.

In lieu of the provisions of paragraph 8 of Section 37-1.07, "Finishing" of the Standard Specifications, the following shall apply:

A light brooming shall be performed to remove loose screenings before traffic is permitted on the seal coat, at the end of each day's work and as a first order of work on the morning following application of the screenings.

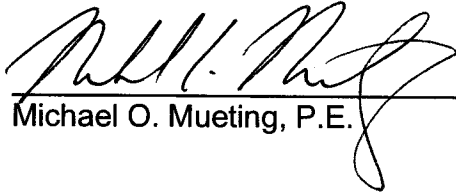
The exact time of brooming will be determined by the Engineer. The surface of the seal coat and adjacent pavement shall be swept or broomed two times a day or as often as necessary between the first and fourth days after applying the screenings to maintain the entire paved roadbed free of loose screenings. At the end of each of the fourth days after applying the screenings, any excess screenings shall be removed in such a manner that the screenings set in the binder will not be displaced.

Measurement and Payment:

Payment for Chip Seal Coat shall be considered as included in the contract unit price paid per square yard for 'Screenings (medium)' and shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals for placing asphaltic emulsion, cover aggregate screenings, rolling, sweeping and performing necessary cleanups as specified in these Special Provisions and as directed by the Engineer.

Slurry Seal Type I or Type II coat installed over Chip Seal process shall conform to the "Slurry Seal" section of these Special Provisions and its payment shall be considered as included in the contract unit price paid per Ton for Slurry Seal Type I or Slurry Seal Type II.

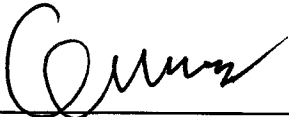
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

 7-9-15

Michael O. Mueting, P.E.



Concurrence:

 7/9/15

Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj:sb

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of **only this** acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).

**Riverside County Transportation Department
Summary of Bids**

PROJECT:
Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

	Company Name	Base Bid Subtotal	Alternate Bid Schedule 1A Subtotal	Alternate Bid Schedule 1B Subtotal	Alternate Bid Schedule 2 Subtotal	Total
	COUNTY'S ESTIMATE	1,217,000.00	270,000.00	266,400.00	31,000.00	\$1,784,400.00
1	American Asphalt South	1,049,691.90	334,580.00	342,000.00	106,200.00	\$1,832,471.90
2	Pavement Coating Co.	1,137,497.00	308,420.00	342,000.00	54,796.00	\$1,842,713.00
3	Roy Allan, Slurry Seal, Inc.	1,109,468.60	353,830.00	447,480.00	81,472.80	\$1,992,251.40
4	VSS International	1,351,211.00	385,800.00	346,320.00	85,669.00	\$2,169,000.00
5	All American Asphalt	1,352,470.00	406,800.00	345,600.00	100,820.00	\$2,205,690.00
6	Intermountain Slurry Seal	1,699,023.00	235,200.00	333,000.00	58,300.00	\$2,325,523.00
	Average Bid Prices	\$1,283,226.92	\$337,438.33	\$359,400.00	\$81,209.63	\$2,061,274.88

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/19/2015)
Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

Base Bid		COUNTY'S ESTIMATE			American Asphalt South 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	150,000.00	150,000.00	198,000.00	198,000.00
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	98,000.00	98,000.00	37,000.00	37,000.00
3	377501	SLURRY SEAL (TYPE 1)	TON	1,220	230.00	280,600.00	225.57	275,195.40
4	377501	SLURRY SEAL (TYPE 2)	TON	2,050	240.00	492,000.00	188.43	386,281.50
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	9,500	4.00	38,000.00	3.15	29,925.00
6	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	281,000	0.40	112,400.00	0.37	103,970.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9,200	5.00	46,000.00	2.10	19,320.00
Base Bid Sub-Total Items 1-7						1,217,000.00		1,049,691.90
Alternate Bid Schedule 1A (Palm Drive) (Rubberized Chip Seal with Microsurfacing)		COUNTY'S ESTIMATE			American Asphalt South Fontana, CA 92331			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
8	370120	ASPHALT-RUBBER BINDER (RUBBERIZED CHIP SEAL)	TON	80	1,000.00	80,000.00	1,210.00	96,800.00
9	375030	SCREENINGS (HOT-APPLIED)	TON	800	100.00	80,000.00	175.00	140,000.00
10	380000	MICROSURFACING	TON	500	220.00	110,000.00	195.56	97,780.00
Alt. Bid Sch. 1A Sub-Total Items 8-10						270,000.00		334,580.00
Alternate Bid Schedule 1B (Palm Drive) (0.12' Rubberized Hot Mix Asphalt Overlay)		COUNTY'S ESTIMATE			American Asphalt South Fontana, CA 92331			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,600	74.00	266,400.00	95.00	342,000.00
Alt. Bid Sch. 1B Sub-Total Item 11						266,400.00		342,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
 Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
 Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	
12	377501	SLURRY SEAL (TYPE 2)	TON	30	240.00	7,200.00	250.00	7,500.00
13	377501	SLURRY SEAL (TYPE 2 OVER CHIP SEAL)	TON	50	240.00	12,000.00	200.00	10,000.00
14	375022	SCREENINGS (MEDIUM)	SQYD	5,600	1.70	9,520.00	14.50	81,200.00
15	414111	ROUT AND SEAL RANDOM CRACKS/FILL POTHoles	LS	1	2,280.00	2,280.00	7,500.00	7,500.00
Alt. Bid Sch. 2 Sub-Total						31,000.00		106,200.00

1
 American Asphalt South
 Fontana, CA 92331

Project Total Items 1-15	1,784,400.00	1,832,471.90
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

Base Bid		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	190,000.00	190,000.00	177,840.00	177,840.00
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	41,000.00	41,000.00	59,840.00	59,840.00
3	377501	SLURRY SEAL (TYPE 1)	TON	1,220	267.60	326,472.00	240.48	293,385.60
4	377501	SLURRY SEAL (TYPE 2)	TON	2,050	205.00	420,250.00	205.36	420,988.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	9,500	3.30	31,350.00	3.85	36,575.00
6	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	281,000	0.39	108,185.00	0.34	95,540.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9,200	2.20	20,240.00	2.75	25,300.00
Base Bid Sub-Total						1,137,497.00		1,109,468.60
Items 1-7								
Alternate Bid Schedule 1A (Palm Drive) (Rubberized Chip Seal with Microsurfacing)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
8	370120	ASPHALT-RUBBER BINDER (RUBBERIZED CHIP SEAL)	TON	80	934.00	74,720.00	1,430.00	114,400.00
9	375030	SCREENINGS (HOT-APPLIED)	TON	800	111.50	89,200.00	139.70	111,760.00
10	380000	MICROSURFACING	TON	500	289.00	144,500.00	255.34	127,670.00
Alt. Bid Sch. 1A Sub-Total						308,420.00		353,830.00
Items 8-10								
Alternate Bid Schedule 1B (Palm Drive) (0.12' Rubberized Hot Mix Asphalt Overlay)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,600	95.00	342,000.00	124.30	447,480.00
Alt. Bid Sch. 1B Sub-Total						342,000.00		447,480.00
Item 11								

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
 Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
 Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
Alternate Bid Schedule 2 (Dunlap Drive, City of Perris)								
12	377501	SLURRY SEAL (TYPE 2)	TON	30	265.00	7,950.00	492.41	14,772.30
13	377501	SLURRY SEAL (TYPE 2 OVER CHIP SEAL)	TON	50	265.00	13,250.00	492.41	24,620.50
14	375022	SCREENINGS (MEDIUM)	SQYD	5,600	4.66	26,096.00	6.05	33,880.00
15	414111	ROUT AND SEAL RANDOM CRACKS/FILL POTHOLEES	LS	1	7,500.00	7,500.00	8,200.00	8,200.00
Alt. Bid Sch. 2 Sub-Total						54,796.00		81,472.80

Project Total	1,842,713.00	1,992,251.40
Items 1-15		

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

Base Bid		4		5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	184,800.00	184,800.00	198,000.00	198,000.00
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	57,000.00	57,000.00	106,000.00	106,000.00
3	377501	SLURRY SEAL (TYPE 1)	TON	1,220	290.00	353,800.00	355.00	433,100.00
4	377501	SLURRY SEAL (TYPE 2)	TON	2,050	294.50	603,725.00	227.00	465,350.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	9,500	3.68	34,960.00	4.40	41,800.00
6	840666	PAINT TRAFFIC STRIPE (2-COAT)	LF	281,000	0.33	92,730.00	0.30	84,300.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9,200	2.63	24,196.00	2.60	23,920.00
Base Bid Sub-Total						1,351,211.00		1,352,470.00
Items 1-7								
Alternate Bid Schedule 1A (Palm Drive) (Rubberized Chip Seal with Microsurfacing)		4		5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
8	370120	ASPHALT-RUBBER BINDER (RUBBERIZED CHIP SEAL)	TON	80	825.00	66,000.00	1,360.00	108,800.00
9	375030	SCREENINGS (HOT-APPLIED)	TON	800	206.00	164,800.00	160.00	128,000.00
10	380000	MICROSURFACING	TON	500	310.00	155,000.00	340.00	170,000.00
Alt. Bid Sch. 1A Sub-Total						385,800.00		406,800.00
Items 8-10								
Alternate Bid Schedule 1B (Palm Drive) (0.12' Rubberized Hot Mix Asphalt Overlay)		4		5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,600	96.20	346,320.00	96.00	345,600.00
Alt. Bid Sch. 1B Sub-Total						346,320.00		345,600.00
Items 11								

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
 Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
 Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

		4		5				
Alternate Bid Schedule 2 (Dunlap Drive, City of Perris)		VSS International West Sacramento, CA 95691		All American Asphalt Corona, CA 92878				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
12	377501	SLURRY SEAL (TYPE 2)	TON	30	294.50	8,835.00	300.00	9,000.00
13	377501	SLURRY SEAL (TYPE 2 OVER CHIP SEAL)	TON	50	294.50	14,725.00	300.00	15,000.00
14	375022	SCREENINGS (MEDIUM)	SQYD	5,600	10.00	56,000.00	12.70	71,120.00
15	414111	ROUT AND SEAL RANDOM CRACKS/FILL POTHOLEES	LS	1	6,109.00	6,109.00	5,700.00	5,700.00
Alt. Bid Sch. 2 Sub-Total						85,669.00		100,820.00

Project Total	2,169,000.00	2,205,690.00
Items 1-15		
Items 12-15		

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

Base Bid		Intermountain Slurry Seal Elk Grove, CA 95624			
ITEM NO.	ITEM CODE	CONTRACT ITEM	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	414111	ROUT AND SEAL RANDOM CRACKS	1	355,793.00	355,793.00
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	1	160,000.00	160,000.00
3	377501	SLURRY SEAL (TYPE 1)	1,220	370.00	451,400.00
4	377501	SLURRY SEAL (TYPE 2)	2,050	285.00	584,250.00
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	9,500	3.60	34,200.00
6	840656	PAINT TRAFFIC STRIPE (2-COAT)	281,000	0.32	89,920.00
7	850102	PAVEMENT MARKER (REFLECTIVE)	9,200	2.55	23,460.00
Base Bid Sub-Total					1,699,023.00
Items 1-9					
Alternate Bid Schedule 1A (Palm Drive) (Rubberized Chip Seal with Microsurfacing)		Intermountain Slurry Seal Elk Grove, CA 95624			
ITEM NO.	ITEM CODE	CONTRACT ITEM	QUANTITY	BID UNIT PRICE	BID ESTIMATE
8	370120	ASPHALT-RUBBER BINDER (RUBBERIZED CHIP SEAL)	80	745.00	59,600.00
9	375030	SCREENINGS (HOT-APPLIED)	800	57.00	45,600.00
10	380000	MICROSURFACING	500	260.00	130,000.00
Alt. Bid Sch. 1A Sub-Total					235,200.00
Items 8-10					
Alternate Bid Schedule 1B (Palm Drive) (0.12' Rubberized Hot Mix Asphalt Overlay)		Intermountain Slurry Seal Elk Grove, CA 95624			
ITEM NO.	ITEM CODE	CONTRACT ITEM	QUANTITY	BID UNIT PRICE	BID ESTIMATE
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	3,600	92.50	333,000.00
Alt. Bid Sch. 1B Sub-Total					333,000.00
Items 11					

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: June 16, 2015 (Agenda Item: 3-58)
Addenda: 1(7/2/2015), 2(7/6/2015), 3(7/7/2015), 4(7/9/2015)
Bids Open: 2 pm Date: Wednesday, July 15, 2015

PROJECT No. C4-0009 and C4-0010

Alternate Bid Schedule 2 (Dunlap Drive, City of Perris)		Intermountain Slurry Seal Eik Grove, CA 95624				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
12	377501	SLURRY SEAL (TYPE 2)	TON	30	285.00	8,550.00
13	377501	SLURRY SEAL (TYPE 2 OVER CHIP SEAL)	TON	50	315.00	15,750.00
14	375022	SCREENINGS (MEDIUM)	SQYD	5,600	5.00	28,000.00
15	414111	ROUT AND SEAL RANDOM CRACKS/FILL POTHOLE	LS	1	6,000.00	6,000.00
Alt. Bid Sch. 2 Sub-Total						58,300.00
Items 12-15						

Project Total	2,325,523.00
Items 1-15	

Bid

Date: July 7th, 2015

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 District 4, Project No. C4-0009, and District 5, Project No. C4-0010** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1,2,3,4 (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
DISTRICT 4 AND DISTRICT 5
PROJECT No. C4-0009 AND C4-00010**

PROPOSAL

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	414111	ROUT AND SEAL RANDOM CRACKS/FILL POTHOLES	LS	1	198,000. ⁰⁰	198,000. ⁰⁰
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	37,000. ⁰⁰	37,000. ⁰⁰
3	377501	SLURRY SEAL (TYPE 1)	TON	1,220	225.57	275,195. ⁴⁰
4	377501	SLURRY SEAL (TYPE 2)	TON	2,050	188.43	386,281. ⁵⁰
5	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	9,500	3.15	29,925. ⁰⁰
6	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	281,000	0.37	103,970. ⁰⁰
7	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9,200	2.10	19,320. ⁰⁰

one million forty nine thousand six hundred ninety one

BASE BID
SUBTOTAL:
ITEMS 1-7

DOLLARS AND NINETY CENTS
"WORDS"

\$1,049,691.⁹⁰

ALTERNATE BID SCHEDULE 1A (PALM DRIVE) (Rubberized Chip Seal with Microsurfacing)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
8	370120	ASPHALT-RUBBER BINDER (RUBBERIZED CHIP SEAL)	TON	80	1,210. ⁰⁰	96,800. ⁰⁰
9	375030	SCREENINGS (HOT-APPLIED)	TON	800	175. ⁰⁰	140,000. ⁰⁰
10	380000	MICROSURFACING	TON	500	195.56	97,780. ⁰⁰

ALT. BID
SUBTOTAL:
ITEMS 8-10

Three hundred thirty four thousand five hundred eighty dollars
"WORDS" *zero cents*

\$334,580.⁰⁰

ALTERNATE BID SCHEDULE 1B (PALM DRIVE) (0.12' Rubberized Hot Mix Asphalt Overlay)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,600	95. ⁰⁰	342,000. ⁰⁰

ALT. BID
SUBTOTAL:
ITEM 11

Three hundred forty two thousand dollars zero cents
"WORDS"

\$342,000.⁰⁰

NOTE: County may select Alternate Bid Schedule 1A or 1B for award

**SLURRY SEAL PROJECT
DISTRICT 4 AND DISTRICT 5
PROJECT No. C4-0009 AND C4-00010**

PROPOSAL (CONTINUED)

ALTERNATE BID SCHEDULE 2 (DUNLAP DRIVE, CITY OF PERRIS)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
12	377501	SLURRY SEAL (TYPE 2)	TON	30	250.00	7,500.00
13	377501	SLURRY SEAL (TYPE 2 OVER CHIP SEAL)	TON	50	200.00	10,000.00
14	375022	SCREENINGS (MEDIUM)	SQYD	5,600	14.50	81,200.00
15	414111	ROUT AND SEAL RANDOM CRACKS/FILL POTHOLES	LS	1	7,500.00	7,500.00

ALT. BID

SUBTOTAL:

ITEMS 12-15

One hundred Six thousand two hundred dollars zero cents 106,200.⁰⁰
"WORDS"

PROJECT TOTAL:

ITEMS 1-15

One million Eight hundred thirty two thousand \$1,832,471.⁹⁰
Four hundred seventy one ^{"WORDS"} DOLLARS NINETY CENTS

NOTE: The basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

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 is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

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

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 14436 Santa Ana Ave, Fontana
(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: 09/30/2016

Department of Industrial Relations Registration Number: 1000000645

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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

District 4

Project No. C4-0009

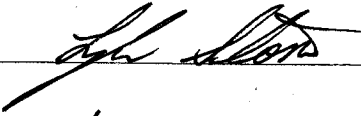
District 5

Project No. C4-0010

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):

Lyle Stone

Title:

Secretary

"Contractor"

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.

Name of Bidder (Prime/General Contractor): American Asphalt South, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	AMERICAN PAVEMENT SYSTEMS	943792	1000000207	1012 11 ST #1000 MODESTO, CA	8- ASPHALT RUBBER BINDER 9, 14 SCREENINGS	<input checked="" type="checkbox"/>
2.	HARDY + HARPER INC	215952	1000000076	1312 E. WARNER AVE SANTA ANA, CA	11 HBT MIX ASPHALT INSTALLATION ONLY	<input checked="" type="checkbox"/>
3.	Global ROAD SEALING	757584	1000007714	10832 DORTHY AVE GARDEN GROVE, CA	1 CRACK SEAL 15 CRACK SEAL	<input checked="" type="checkbox"/>
4.	SAFE USA INC	874083	1000000311	767 W. 5TH ST ONTARIO, CA	2- Remove Striping 5- Thermo PLASTIC MARKINGS	<input checked="" type="checkbox"/>
5.					6- PAINT STRIPING	<input type="checkbox"/>
6.					7- PAVEMENT MARKERS	<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: ~~48.5~~⁸ 41.00 %

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

Iran Contracting Act

(Public Contract Code sections 2200-2208)

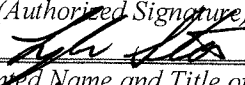
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- 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.

<i>Contractor Name/Financial Institution (Printed)</i> American Asphalt Seals, Inc.		<i>Federal ID Number (or n/a)</i> 94-3324781
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Lyle Stone, Secretary		
<i>Date Executed</i> July 7th, 2015	<i>Executed in</i> Fontana, CA	

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.

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

Addendum No.1
Slurry Seal Project, District 4 and 5
Project No. C4-0009 and C4-0010
July 2, 2015
Page 13 of 13

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

Michael O. Mueting 7-2-15
Michael O. Mueting, P.E.



Concurrence:

Khalid Nasim 7/2/15
Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged: *Lyle Stone* Date: July 7th, 2015
JRJ:jrj:sb *Lyle Stone, Secretary* (Contractor)

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of only this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).



Juan C. Perez, P.E., T.E.
Director of Transportation and Land
Management

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Assistant Director of Transportation

Transportation Department

ADDENDUM NUMBER 2

Dated July 6, 2015

to the

Specifications and Contract Documents
for the construction of

Slurry Seal Project

District 4

Project No. C4-0009

District 5

Project No. C4-0010

Bids Due: Wednesday, July 8, 2015; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street, Riverside, CA 92501
(951) 955-6780

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

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

<http://rctima.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO THE SPECIAL PROVISIONS:

Item 1: Remove Thermoplastic pavement markings and Pavement Markers.

Refer to Special Provision section entitled "Remove Thermoplastic pavement markings and Pavement Markers". The payment Clause (Method of Payment) on page 27 for this section is deleted and replaced with the following:

Method of Payment

The lump sum contract price paid for Remove Traffic Stripe, Pavement Markings and Pavement Markers shall include full compensation, for furnishing all labor, materials, tools, equipment, and for doing all work involved in removing painted traffic stripes, thermoplastic; stripes, crosswalks, pavement markings and pavement markers, and no additional compensation will be allowed therefor.

Prepared by: Michael O Mueting, PE; Project Manager

7-6-15
Date

Acknowledged: Lyle Stone, (Contractor) Secretary

Date: July 7th 2015

JRJ:sb



Juan C. Perez, P.E., T.E.
Director of Transportation and Land
Management

COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Assistant Director of Transportation

Transportation Department

ADDENDUM NUMBER 3

Dated July 7, 2015

to the

Specifications and Contract Documents
for the construction of

Slurry Seal Project

District 4

Project No. C4-0009

District 5

Project No. C4-0010

Bids Due: (REVISED)
Wednesday, July 15, 2015; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

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

Wednesday, July 15, 2015; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Prepared by:

 7/7/15
Joel Jimenez, PE; Senior Civil Engineer; Contracts/Bidding Unit

Acknowledged:


Kyle Stone, (Contractor)

Date: July 8th, 2015

JRJ:jrj

Addendum No.4
Slurry Seal Project, District 4 and 5
Project No. C4-0009 and C4-0010
July 9, 2015
Page 5 of 5

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

Michael O. Mueating 7-9-15
Michael O. Mueating, P.E.



Concurrence:

Khalid Nasim 7/9/15
Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged:

JRJ:jrj:sb

Lyle Stone
(Contractor)
Lyle Stone, Secretary

Date: *July 10th, 2015*

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of **only this** acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) 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 District 4, Project No. C4-0009, and District 5, Project No. C4-0010 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: June 23, 2015

Signatures:

<u>The Guarantee Company of North America USA</u>	<u>American Asphalt South, Inc.</u>
By: <u>Bobbie Beeny</u>	By: <u>Lyle Stone</u>
Title: Attorney in Fact "Surety"	Title: <u>Lyle Stone, Secretary</u> "Contractor"

STATE OF _____)
COUNTY _____) ss. SURETY'S ACKNOWLEDGEMENT
OF _____

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
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).

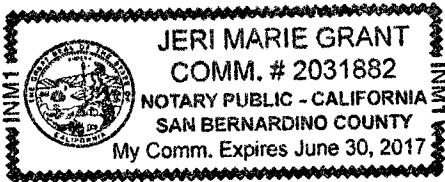
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On July 7, 2015 before me, Jeri Marie Grant - Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lyle Stone
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

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: _____

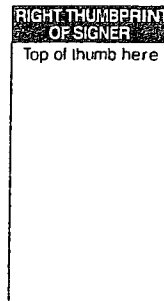
Signer(s) Other Than Named Above: _____

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: _____



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On June 23, 2015 before me, Elizabeth Collodi, Notary Public
(insert name and title of the officer)

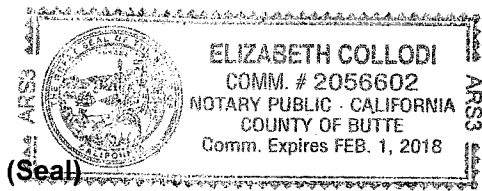
personally appeared Bobbie Beeny,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by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

Elizabeth Collodi





THE GUARANTEE™

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, Bobbie Beeny, Nancy Luttenbacher
Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
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 31st 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

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

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.

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 23 day of June 2015

Randall Musselman, Secretary



- Company Profile
- Company Search
- Company Search Results
- 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

GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

**ONE TOWNE SQUARE, SUITE 1470
SOUTHFIELD, MI 48076**

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, SUITE 930
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

back to top

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.

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- FIRE
- LEGAL INSURANCE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE

back to top