

FORM APPROVED COUNTY COUNSEL 7/11/16
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

209
 (1742)



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 June 27, 2016

SUBJECT: Accept the Low Bid and Award the Contract for the Construction of Slurry Seal Project at Various Locations. 4th and 5th Districts; [\$1,825,950 - Total Cost]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve three addenda to the plans and specifications issued prior the June 8, 2016, bid opening; and
2. Accept the low bid of Pavement Coatings Company in the amount of \$1,825,950; and
3. Award the contract to Pavement Coatings Company 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
 Director of Transportation

PR:rrj:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 1,825,950	\$ 0	\$ 1,825,950	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax/HUTA (100%). There are no General Funds used in this project.

Budget Adjustment: No

For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

APPROVE

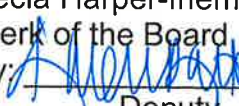
 Tina Grant

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, 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: July 26, 2016
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

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

Prev. Agn. Ref.: 5/3/16, Item 3-23

District: 4 & 5

Agenda Number:

3-52

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 Slurry Seal Project at Various Locations. 4th and 5th Districts; [\$1,825,950 - Total Cost]; Local Funds 100%

DATE: June 27, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

By Minute Order dated May 3, 2016 (Agenda Item 3-23), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the 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 treatments seal 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, three 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 all issued addenda on their Bid in order to be considered for award. The Bid received from All American Asphalt was found to be non-responsive due to the fact that they did not acknowledge receipt of addendum number 3. Their bid was 2nd lowest in bid price ranking. Since a second lower bidder could potentially be awarded a contract, if the apparent low bid would not be accepted, All American Asphalt was notified by email on June 8, 2016, of their Bid being non-responsive. Addendum 1 was issued solely to extend bid receipt date. Addendum 2 and 3 were issued to clarify and modify the approved contract documents. All three addenda are attached.

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

Base Bid:	Slurry Seal at Various County Roads
Alternate Bid Schedule 1:	Construction of Rumble Strip at Reche Canyon Road

The County of Riverside Transportation Department recommends both bid schedules for award.

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: C5-0009 (District 4) and C5-0010 (District 5)

Impact on Residents and Businesses

The slurry seal treatment will extend the life of the roads and reduce the need for resurfacing, which is ten times more costly. The construction is anticipated to begin in September of 2016 and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Pavement Coatings Company for the total amount of \$1,825,950. The slurry seal contract is funded by Gas Tax/HUTA. There are no General Funds used in this project.

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

Contract History and Price Reasonableness

Four bids were received on June 8, 2016, ranging from \$1,825,950 to \$2,804,301. 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 Pavement Coatings Company in the amount of \$1,825,950 which is \$424,550 (19%) below the Engineer's Estimate.

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 Slurry Seal Project at Various Locations. 4th and 5th Districts; [\$1,825,950 - Total Cost]; Local Funds 100%

DATE: June 27, 2016

PAGE: 3 of 3

ATTACHMENTS:

- Vicinity Map
- Attachment 1
- Attachment A
- Contract/Lease/Purchase Summary Data
- Bid Summary
- Addendum 1, 2, and 3
- Contract
- Bid Proposal (Pavement Coatings Company)

Form 11 Attachment

Contract/Lease/Purchase Summary Data

☒ **Contract (for Services)**

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

☐ **Lease**

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

☐ **Purchase (for Materials)**

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

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Pavement Coatings Company
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Minority

Status: ☐ M ☐ W ☐ DV ☒ None

Vendor/Lessor Location:	Jurupa Valley, CA
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Local Preference Applied: ☐ Yes ☐ No ☒ N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$1,825,950.00 to \$2,804,201.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$1,825,950.00 to \$2,804,201.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

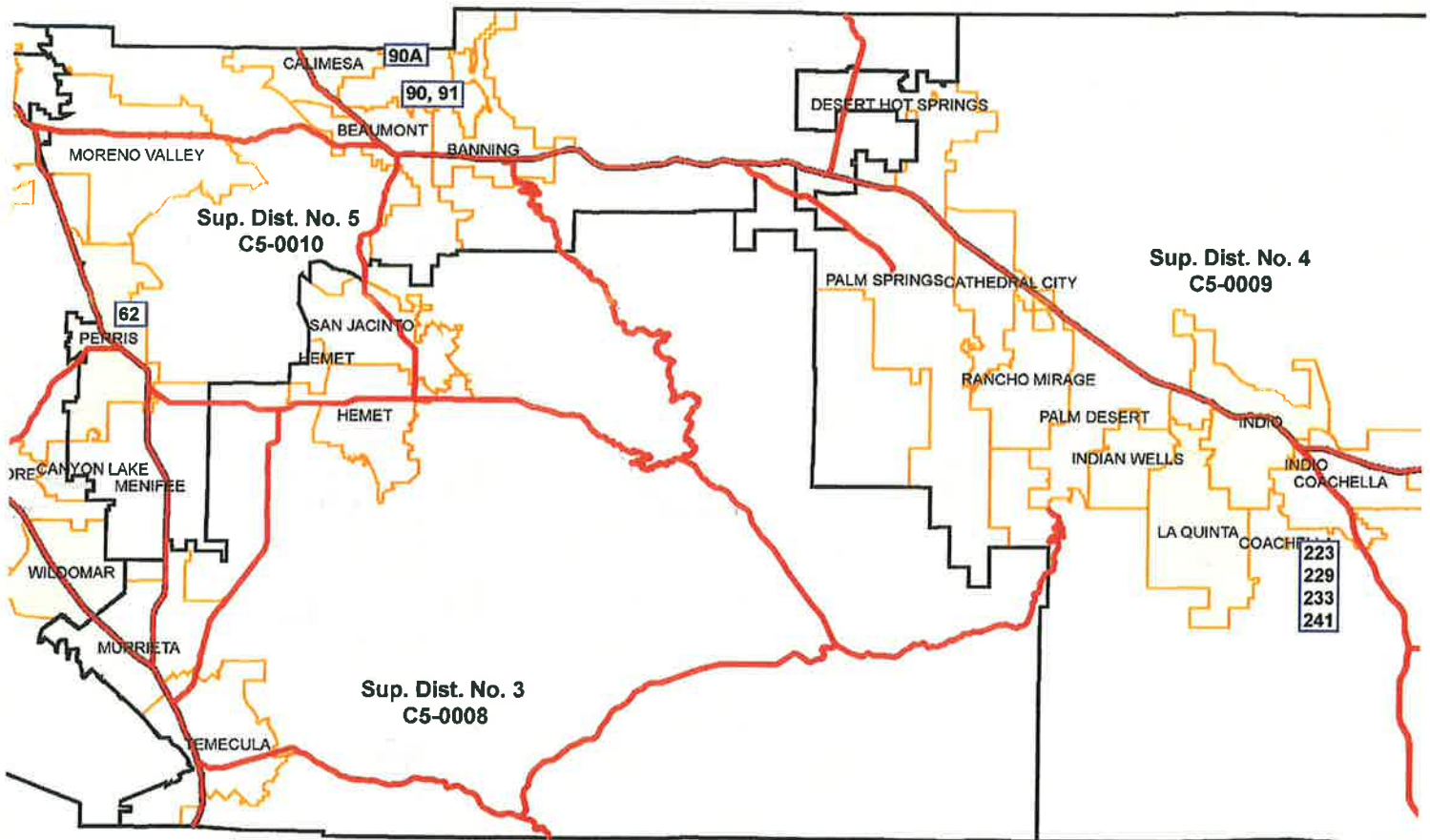
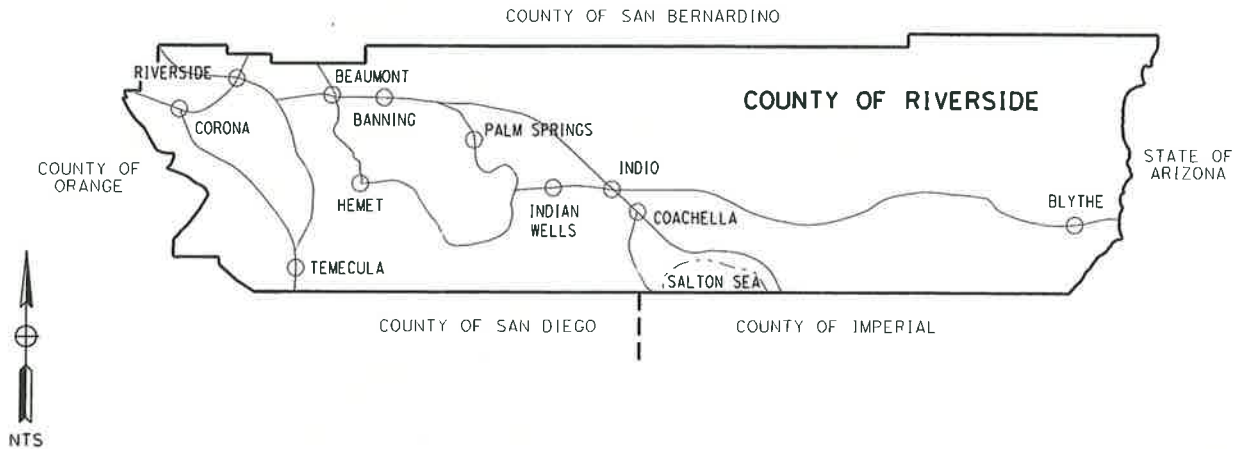
NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SLURRY SEAL PROJECT

SUPERVISOR DISTRICT 4 - C5-0009

SUPERVISOR DISTRICT 5 - C5-0010



VICINITY MAP

RD BK PAGE	SUPV. DIST.	MAINT DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	Area (SQ YD)	WORK DESC.	
				From	To					
			B							
90	A	5	16	BASIL LN	COUNTY LINE RD	BUTTERFLY DR	1,282	36	5,128	SS1
90		5	16	BROOKSIDE AVE	I-10 OVERPASS	1367' E I-10 OVERPASS	1,367	14	2,126	SCRUB2
90		5	16	BROOKSIDE AVE	CHERRY AVE	148' W MAUREEN DR	3,096	15	5,160	SCRUB2
91		5	16	BROOKSIDE AVE	148' W MAUREEN DR	BELLFLOWER AVE	800	30	2,667	SCRUB2
91		5	16	BROOKSIDE AVE	BELLFLOWER AVE	HIGHLAND SPRINGS AVE	1,394	40	6,196	SCRUB2
90	A	5	16	BUTTERFLY DR	MEADOW VIEW LN	1644' E MEADOW VIEW LN	1,644	40	7,307	SCRUB1
			C							
90	A	5	16	COMANCHE CT	MEADOW VIEW LN	412' NE MEADOW VIEW LN	412	32	1,465	SS1
90	A	5	16	COUNTY LINE RD	BASIL LN	MARBLE DR	1,267	17	2,393	SS1
90	A	5	16	COVERED WAGON CT	FINCH DR	411' S FINCH DR	411	32	1,461	SS1
			D							
62		5		DUNLAP DR	NUEVO RD	705' S NUEVO RD	705	42	3,290	SS2
62		5		DUNLAP DR	705' S NUEVO RD	2885' S NUEVO RD	2,180	22	5,329	CAPE II
			F							
90	A	5	16	FINCH DR	BASIL LN	IRONWOOD DR	1,529	36	6,116	SS1
			H							
223		4	19	HARRISON ST	AIRPORT BLVD	58TH AVE	5,280	40	23,467	MICROSCRUB
223		4	19	HARRISON ST	58TH AVE	60TH AVE	5,280	41	24,053	MICROSCRUB
223		4	19	HARRISON ST	60TH AVE	62ND AVE	5,280	41	24,053	MICROSCRUB
229		4	19	HARRISON ST	62ND AVE	64TH AVE	5,280	26	15,253	MICROSCRUB
229		4	19	HARRISON ST	64TH AVE	66TH AVE	5,280	26	15,253	MICROSCRUB
229		4	19	HARRISON ST	66TH AVE	MIDDLETON ST	3,500	26	10,111	MICROSCRUB
229		4	19	HARRISON ST	MIDDLETON ST	5280' SE MIDDLETON ST	5,280	26	15,253	MICROSCRUB
233		4	19	HARRISON ST	5280' SE MIDDLETON ST	70TH AVE	5,854	73	47,482	MICROSCRUB
233		4	19	HARRISON ST	70TH AVE	72ND AVE	5,803	42	27,081	MICROSCRUB
233		4	19	HARRISON ST	72ND AVE	74TH AVE	5,803	44	28,370	MICROSCRUB
241		4	19	HARRISON ST	74TH AVE	4759' SE 74TH AVE	4,759	74	39,130	MICROSCRUB
241		4	19	HARRISON ST	4759' SE 74TH AVE	1815' NW PIERCE ST (77TH AVE)	2,041	52	11,792	MICROSCRUB
241		4	19	HARRISON ST	1085' S OF PIERCE ST (77TH AVE)	KINGS RD	2,900	40	12,889	MICROSCRUB
241		4	19	HARRISON ST	KINGS RD	80TH AVE	5,000	40	22,222	MICROSCRUB
241		4	19	HARRISON ST	80TH AVE	81ST AVE	3,500	40	15,556	MICROSCRUB
90	A	5	16	HUMMINGBIRD CT	MEADOW VIEW LN	542' SW MEADOW VIEW LN	542	36	2,168	SCRUB1
			I							
90	A	5	16	IRONWOOD DR	800' N FINCH DR	FINCH DR	800	27	2,400	SS1
			M							
90	A	5	16	MARBLE DR	COUNTY LINE RD	FINCH DR	553	36	2,212	SS1
91		5	16	MAUREEN DR	BROOKSIDE AVE	NORMAN RD	669	33	2,453	SS1
90	A	5	16	MEADOW VIEW LN	1780' SE PINE VIEW DR	COMANCHE CT	1,435	40	6,378	SS1
90	A	5	16	MEADOW VIEW LN	PINE VIEW DR	1780' SE PINE VIEW DR	1,780	40	7,911	SCRUB1
90	A	5	16	MISTY MEADOW DR	SHADOW VALLEY LN	MEADOW VIEW LN	637	40	2,831	SCRUB1
90	A	5	16	MUSTARD SEED DR	MEADOW VIEW LN	BUTTERFLY DR	1,122	36	4,488	SS1
			N							
91		5	16	NORMAN RD	MAUREEN DR	415' E MAUREEN DR	415	33	1,522	SS1
			P							
90	A	5	16	PINE VIEW DR	SHADOW VALLEY LN	1401' NE SHADOW VALLEY LN	1,401	40	6,227	SCRUB1
90	A	5	16	POMO CT	MEADOW VIEW LN	474' N MEADOW VIEW LN	474	32	1,685	SS1
			S							
91		5	16	SANDRA DR	NORMAN RD	604' N NORMAN RD	604	33	2,215	SS1
90	A	5	16	SHADOW VALLEY LN	PINE VIEW DR	MISTY MEADOW DR	1,096	40	4,871	SCRUB1
90	A	5	16	SHADY CT	VIEW DR	239' NW VIEW DR	239	36	956	SCRUB1
90	A	5	16	STAGHORN CT	FINCH DR	302' S FINCH DR	302	32	1,074	SS1
			T							
90	A	5	16	TOUCAN CT	MEADOW VIEW LN	265' W MEADOW VIEW LN	265	32	942	SS1
			V							
90	A	5	16	VIEW DR	486' NE WOODCREST DR	425' SW WOODCREST DR	911	40	4,049	SCRUB1
			W							
90	A	5	16	WILDFLOWER LN	SHADOW VALLEY LN	MEADOW VIEW LN	790	40	3,511	SCRUB1
90	A	5	16	WOODCREST DR	PINE VIEW DR	VIEW DR	414	40	1,840	SCRUB1

Attachment "A"

Riverside County Transportation Department

Page 1

Project:	SLURRY SEAL PROJECT - CONSTRUCTION IN FY 2016/2017 Updated with Pavement Coatings Co Bid 6-8-16	
Project No.(s):	4TH DISTRICT - WO C5-0009 5TH DISTRICT - WO C5-0010	Expenses as of: 6/22/16

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	3,030		4,000	2,000	4,000
Design	12,265	2,000	15,000	49,000	15,000
Right-of-way					
Utilities					
Construction		1,825,950			
Construction Contingency 5.0%		91,000	1,917,000	2,399,000	1,917,000
Construction Engineering & Inspection 11.6%	1,343	210,000	212,000	283,000	212,000
Construction Survey 0.1%		2,000	2,000	2,000	2,000
Totals:	16,637	2,130,950	2,150,000	2,735,000	2,150,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
221	GAS TAX (ABX8 9 MAR 2010 NEW HUTA)	2,735,000	2,150,000
Totals		2,735,000	2,150,000

Comments

NOTE:
Total Design budget for all five Districts is \$66,000. The majority of the design work has been charged to the 1st District Work Order, C5-0006.

Printed: June 22, 16 2:19 PM

BY: MICHAEL O. MUETING

Riverside County Transportation Department Summary of Bids

PROJECT:

Slurry Seal Project Project, District 4 and District 5

Advertised: May 3, 2016 (Agenda Item: 3-23)

Addenda: 1(5/24/16), 2(5/31/16), 3(6/2/16)

Bids Open: 2 pm Date: Wednesday, June 8, 2016

PROJECT No. C5-0009 and C5-0010

	Company Name	Base Bid Subtotal	Alternate Bid Schedule 1 Subtotal	Total
	COUNTY'S ESTIMATE	2,210,500.00	40,000.00	\$2,250,500.00
1	Pavement Coating Co.	1,803,720.00	22,230.00	\$1,825,950.00
2	American Asphalt South, Inc.	2,273,284.00	27,200.00	\$2,300,484.00
3	Roy Allan, Slurry Seal, Inc.	2,776,296.00	28,005.00	\$2,804,301.00
4	All American Asphalt	1,885,572.10	28,005.00	NON RESPONSIVE
	Average Bid Prices	\$2,184,718.03	\$26,360.00	\$2,310,245.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: May 3, 2016 (Agenda Item: 3-23)

Addenda: 1(5/24/16), 2(5/31/16), 3(6/2/16)

Bids Open: 2 pm Date: Wednesday, June 8, 2016

PROJECT No. C5-0009 and C5-0010

Base Bid				COUNTY'S ESTIMATE			1 Pavement Coating Co. Jurupa Valley, CA 91752	
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	111,000.00	111,000.00	20,000.00	20,000.00
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	74,000.00	74,000.00	19,000.00	19,000.00
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	2,500.00	10,000.00	2,000.00	8,000.00
4	377501	SLURRY SEAL (TYPE 1)	TON	440	240.00	105,600.00	219.00	96,360.00
5	377501	SLURRY SEAL (TYPE 2)	TON	170	240.00	40,800.00	219.00	37,230.00
6	375022	SCREENINGS	SQYD	395,200	1.50	592,800.00	1.05	414,960.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,500	4.00	10,000.00	2.20	5,500.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	226,000	0.30	67,800.00	0.22	49,720.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	2.50	7,500.00	2.20	6,600.00
10	000003	MISCELLANEOUS DIRECTED WORK	FA	1	80,000.00	80,000.00	80,000.00	80,000.00
11	380000	MICROSURFACING	TON	3,700	200.00	740,000.00	160.00	592,000.00
12	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	530	700.00	371,000.00	895.00	474,350.00
Base Bid Sub-Total Items 1-12						2,210,500.00		1,803,720.00
Alternate Bid Schedule 1 (Reche Canyon Road-Rumble Strip)				COUNTY'S ESTIMATE			1 Pavement Coating Co. Jurupa Valley, CA 91752	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
13	120100	TRAFFIC CONTROL SYSTEM	LS	1	11,800.00	11,800.00	3,750.00	3,750.00
14	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	2,500.00	5,000.00	1,200.00	2,400.00
15	066143	REMOVE TRAFFIC STRIPING	LF	3,200	5.00	16,000.00	1.10	3,520.00
16	394050	RUMBLE STRIP	LF	3,200	1.00	3,200.00	3.15	10,080.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,500	0.50	3,250.00	0.28	1,820.00
18	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	2.50	750.00	2.20	660.00
Alt. Bid Sch. 1 Sub-Total Items 13-18						40,000.00		22,230.00
Project Total								
Items 1-18						2,250,500.00		1,825,950.00

Slurry Seal Project District 4 and 5 (C5-0009, C5-0010): SUMMARY-WEB

Updated: 6/8/2016

Riverside County Transportation Department
Summary of Bids

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: May 3, 2016 (Agenda Item: 3-23)

Addenda: 1(5/24/16), 2(5/31/16), 3(6/2/16)

Bids Open: 2 pm Date: Wednesday, June 8, 2016

PROJECT No. C5-0009 and C5-0010

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	300,000.00	300,000.00	228,000.00	228,000.00
2		150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	19,800.00	19,800.00	43,200.00	43,200.00
3		128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	2,500.00	10,000.00	4,000.00	16,000.00
4		377501	SLURRY SEAL (TYPE 1)	TON	440	248.00	109,120.00	265.80	116,952.00
5		377501	SLURRY SEAL (TYPE 2)	TON	170	302.00	51,340.00	295.50	50,235.00
6		375022	SCREENINGS	SQYD	395,200	1.27	501,904.00	1.38	545,376.00
7		840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,500	2.20	5,500.00	3.75	9,375.00
8		840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	226,000	0.22	49,720.00	0.18	40,680.00
9		850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	2.20	6,600.00	2.75	8,250.00
10		000003	MISCELLANEOUS DIRECTED WORK	FA	1	80,000.00	80,000.00	80,000.00	80,000.00
11		380000	MICROSURFACING	TON	3,700	205.50	760,350.00	242.94	898,878.00
12		013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	530	715.00	378,950.00	1,395.00	739,350.00
Base Bid Sub-Total							2,273,284.00		2,776,296.00
Items 1-12									
Alternate Bid Schedule 1 (Reche Canyon Road-Rumble Strip)					2		3		
ITEM NO.		ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
13		120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
14		128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	2,500.00	5,000.00	1,200.00	2,400.00
15		066143	REMOVE TRAFFIC STRIPING	LF	3,200	1.10	3,520.00	2.20	7,040.00
16		394050	RUMBLE STRIP	LF	3,200	3.50	11,200.00	3.30	10,560.00
17		840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,500	0.28	1,820.00	0.31	2,015.00
18		850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	2.20	660.00	3.30	990.00
Alt. Bid Sch. 1 Sub-Total									
Items 13-18							27,200.00		28,005.00

Slurry Seal Project District 4 and 5 (C5-0009, C5-0010): SUMMARY-WEB
Updated: 6/8/2016

2,804,301.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Slurry Seal Project, District 4 and District 5

Advertised: May 3, 2016 (Agenda Item: 3-23)
 Addenda: 1(5/24/16), 2(5/31/16), 3(6/2/16)
 Bids Open: 2 pm Date: Wednesday, June 8, 2016

PROJECT No. C5-0009 and C5-0010

Base Bid				4		All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	200,000.00	200,000.00	
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	42,500.00	42,500.00	
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	4,000.00	16,000.00	
4	377501	SLURRY SEAL (TYPE 1)	TON	440	221.94	97,653.60	
5	377501	SLURRY SEAL (TYPE 2)	TON	170	297.85	50,634.50	
6	375022	SCREENINGS	SQYD	395,200	1.17	462,384.00	
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,500	2.80	7,000.00	
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	226,000	0.15	33,900.00	
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	3.95	11,850.00	
10	000003	MISCELLANEOUS DIRECTED WORK	FA	1	80,000.00	80,000.00	
11	380000	MICROSURFACING	TON	3,700	145.00	536,500.00	
12	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	530	655.00	347,150.00	
Base Bid Sub-Total Items 1-12						1,885,572.10	
Alternate Bid Schedule 1 (Reche Canyon Road-Rumble Strip)				4		All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
13	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,000.00	4,000.00	
14	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	4,000.00	8,000.00	
15	066143	REMOVE TRAFFIC STRIPING	LF	3,200	0.65	2,080.00	
16	394050	RUMBLE STRIP	LF	3,200	3.25	10,400.00	
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,500	0.50	3,250.00	
18	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	3.50	1,050.00	
Alt. Bid Sch. 1 Sub-Total Items 13-18						28,780.00	

Project Total				NON RESPONSIVE	
Items 1-18					

Slurry Seal Project District 4 and 5 (C5-0009, C5-0010): SUMMARY-WEB
 Updated: 6/8/2016



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 1

Dated May 24, 2016

to the
Specifications and Contract Documents
for the construction of

Slurry Seal Project
District 4
Project No. C5-0009
District 5
Project No. C5-0010

Bids Due: (REVISED)
Wednesday, June 1, 2016; 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: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, June 1, 2016; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Prepared by:


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

Acknowledged: _____ Date: _____

(Contractor)

JRJ:jrr



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

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department



Patricia Romo, P.E.
Assistant Director of Transportation

ADDENDUM NUMBER 2

Dated May 31, 2016

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

Slurry Seal Project

District 4

Project No. C5-0009

District 5

Project No. C5-0010

**Bids Due: (REVISED)
Wednesday, June 8, 2016; 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: The new designated date and time for the receipt and opening of bids is revised as follows:

**Wednesday, June 8, 2016; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780**

Item 2: Notice to Bidders

Refer to "Notice to Bidders" page "iv" of Special Provision, following change has been made to the Engineering Estimate Range for Base Bid:

Engineering Estimate: \$1,989,500.00 - \$2,321,000.00

Item 3: Revised Proposal

Refer to "Proposal" pages B2. Delete and replace "Proposal" (pages B2) with "Proposal (Revised)" attached herewith as **Attachment "A"**. The following changes have been made to the Proposal:

a. Estimated Quantities are revised for the following bid items:

Item 6. "SCREENING (MEDIUM)"

Item 12, "ASPHALT REJUVENATING EMULSION (SCRUB SEAL)"

b. The unit of measurement of following bid item has changed:

Item 6, "SCREENING (MEDIUM)"

See Attachment A

Item 4: Chip Seal (Cape Seal)

Refer to "Measurement and Payment" section of Special Provision section "Chip Seal (Cape Seal)" on page 30. Delete and Replace the first paragraph with the following:

Payment for Chip Seal shall be considered as included in the contract unit price paid per ~~Ten~~ **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, aggregate screenings, rolling, sweeping and performing necessary cleanups as specified in these Special Provisions and as directed by the Engineer.

Item 5: Paint Traffic Stripe

Refer to Special Provision section entitled "Paint Traffic Stripe" on page 53; the following additional provision is included and made part thereof.

Contractor shall install first coat of striping work on Harrison Street no later than one week of applying pavement surface treatment as noted on the plan, and no additional compensation will be allowed therefor.

Contractor shall install temporary reflective markers (Chip Seal Markers) as soon as roadway surface is ready and slurry seal has cured on Harrison Street. Full compensation for furnishing and installing and removing reflective markers/tabs shall be considered as included in the unit price paid for Paint Traffic Stripe and no additional compensation will be allowed therefor.

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


Michael O. Mueting, P.E.



Concurrence:

 5/31/16
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).

**SLURRY SEAL PROJECT
DISTRICT 4 AND DISTRICT 5
PROJECT No. C5-0009, AND C5-00010**

PROPOSAL (REVISED)

Issued by Addendum 2

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1		
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1		
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4		
4	377501	SLURRY SEAL (TYPE 1)	TON	440		
5	377501	SLURRY SEAL (TYPE 2)	TON	170		
6	375022	SCREENINGS (MEDIUM)	SQYD	395,200		
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,500		
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	226,000		
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000		
10	000003	MISCELLANEOUS DIRECTED WORK	FA	1	80,000.00	80,000.00
11	380000	MICROSURFACING	TON	3,700		
12	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	530		

BASE BID

SUBTOTAL:

ITEMS 1-12

"WORDS"

\$

ALTERNATE BID SCHEDULE 1 (RECHE CANYON ROAD-RUMBLE STRIP)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
13	120100	TRAFFIC CONTROL SYSTEM	LS	1		
14	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
15	066143	REMOVE TRAFFIC STRIPING	LF	3,200		
16	394050	RUMBLE STRIP	LF	3,200		
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,500		
18	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300		

ALT. BID

SUBTOTAL:

ITEM 13-18

"WORDS"

\$

PROJECT TOTAL:

ITEMS 1-18

"WORDS"

\$



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 June 2, 2016

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

Slurry Seal Project

District 4

Project No. C5-0009

District 5

Project No. C5-0010

Bids Due: **Wednesday, June 8, 2016; 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: Revised Proposal

Refer to bid item 6 on Revised Proposal issued by addendum No. 2 as "Attachment A" and strikethrough the word MEDIUM.

Clarification: Bid item 6 "SCREENINGS" includes all types of screenings (Medium and Medium Fines) as specified in Special Provisions.

Item 2: Order of Work

Refer to special Provisions section "Order of Work" on [page 6-7](#) and add the following provision:

Microsurfacing

Attention is directed to "Microsurfacing" of these Special Provisions regarding work procedure. Monday through Friday, the Contractor shall scrub seal and complete the Microsurfacing for a segment of work that can be completed prior to 5:00 PM Friday (five working days). Each segment will include the full width of the roadway. The same segment completed Friday shall be striped the following Monday. The final striping for the Microsurfacing to be done upon completion of all the Microsurfacing.

Item 3: Traffic Control System/Public Convenience/Public Safety

Refer to special Provisions section "Traffic Control System/Public Convenience/Public Safety" and second paragraph of item "p" on [page 15](#). Delete and Replace the second paragraph with the following:

After screenings have been applied, "LOOSE GRAVEL" signs shall remain in place until the slurry seal or Microsurfacing has been applied.

Item 4: Preparing Existing Roadbed for Slurry Seal

Refer to special Provisions section "Preparing Existing Roadbed for Slurry Seal" on [page 19](#). Replace the title of this item as shown below:

PREPARING EXISTING ROADBED FOR SLURRY SEAL AND MICROSURFACING:

Item 5: Rout and Seal Random Cracks/Fill Potholes

Refer to special Provisions section "Rout and Seal Random Cracks/Fill Potholes" on [page 20](#). Delete and Replace the items No. 1 and 3 with the following items 1 and 3:

1. For cracks in size of 1/8 inch to 3/8 inch in width, the crack shall be widened using a router to form a sealant reservoir which is a minimum of 1/2 inch wide and 3/4 inch to 1 inch deep. The routed crack shall then be cleaned with hot compressed air to remove all dust and free moisture, and then sealed to service level. Pavement surfaces receiving the Chip seal and scrub seal will not require crack sealing for the crack size specified of 1/8 inch to 3/8 inch wide.
3. Cracks wider than 3/4 inch and potholes shall be cleaned using sandblasting or other cleaning technique approved by the Engineer. The cracks and/or potholes shall then be filled with pea-gravel size hot mix asphalt concrete as directed by the Engineer. Filling cracks and potholes shall apply to all pavement surfaces receiving the Chip seal, Slurry seal Type I and Type II, Microsurfacing and Scrub seal.

Item 6: Microsurfacing

Refer to "Measurement" section of Special Provision section "Microsurfacing" on page 51 delete/strike through the third paragraph and on page 52 delete/strike through the first paragraph as shown below:

~~Prior to starting the microsurfacing operation, the Contractor shall furnish, at no cost to the County, current weigh master's certificates indicating the net weight of the dry aggregate and portable drive on scales. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the County. The drive on scale shall show the net weight of the dry aggregate on each machine. Each microsurfacing mixing machine used on the project shall carry a calibrated emulsion measuring stick similar to the measuring stick used on slurry application as specified in these Special Provisions.~~

~~Prior to applying the microsurfacing, the process of determining the net weight of the dry aggregate and the amount of MSE used, in gallons, shall be performed in the presence of the Engineer. aggregate and the amount of MSE used, in gallons, shall be performed in the presence of the Engineer.~~

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


Michael O. Mueting, P.E.



Concurrence:

 6/2/14
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).

Bid

Date: MAY 24, 2016

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

Bidder: PAVEMENT COATINGS CO.
(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. C5-0009, and District 5, Project No. C5-0010 hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 3 (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. C5-0009, AND C5-00010**

PROPOSAL (REVISED)

Issued by Addendum 2

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	20,000.-	20,000.-
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	19,000.-	19,000.-
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	2,000.-	8,000.-
4	377501	SLURRY SEAL (TYPE 1)	TON	440	219.-	96,360.-
5	377501	SLURRY SEAL (TYPE 2)	TON	170	219.-	37,230.-
6	375022	SCREENINGS (MEDIUM)	SQYD	395,200	1.05	414,960.-
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,500	2.20	5,500.-
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	226,000	0.22	49,720.-
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	2.20	6,600.-
10	000003	MISCELLANEOUS DIRECTED WORK	FA	1	80,000.00	80,000.00
11	380000	MICROSURFACING	TON	3,700	160.-	592,000.-
12	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	530	895.-	474,350.-

BASE BID
SUBTOTAL:
ITEMS 1-12

ONE million, EIGHT HUNDRED THREE THOUSAND,
SEVEN HUNDRED AND TWENTY DOLLARS AND ZERO CENTS \$1,803,720.-
"WORDS"

ALTERNATE BID SCHEDULE 1 (RECHE CANYON ROAD-RUMBLE STRIP)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
13	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,750.-	3,750.-
14	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	1,200.-	2,400.-
15	066143	REMOVE TRAFFIC STRIPING	LF	3,200	1.10	3,520.-
16	394050	RUMBLE STRIP	LF	3,200	3.15	10,080.-
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,500	.28	1,820.-
18	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	2.20	660.-

ALT. BID
SUBTOTAL:
ITEM 13-18

TWENTY TWO THOUSAND, TWO HUNDRED
THIRTY THOUSAND DOLLARS AND ZERO CENTS \$22,230.-
"WORDS"

PROJECT TOTAL:
ITEMS 1-18

ONE million, EIGHT HUNDRED TWENTY FIVE
THOUSAND, NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS \$1,825,950.-
"WORDS" CENTS.

Bidder Data and Signature

Name of Bidder: PAVEMENT COATINGS CO.

Type of organization: CORPORATION

Person(s) authorized to sign for Bidder: TOM MUCENSKI, 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: 10240 SAN SEVAINE WAY
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: JURUPA VALLEY, CA 91752

P.O. Box- Number: _____

P.O. Box- City, State, Zip Code: _____

Phone: (714) 826-3011

Facsimile: (714) 826-3129

E-mail: TOM@PAVEMENTCOATINGS.COM

Contractor's license number: 303609

License Classification(s): CLASS A

Expiration date: SEPTEMBER 30, 2016

Department of Industrial Relations Registration Number: 1000003382

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. C5-0009

District 5

Project No. C5-0010

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):

TOM MUCENSKI

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): PAVEMENT COATINGS CO.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	SAFE USA	874085	1000000311	1030 N. MOUNTAIN AVE. #180 ONTARIO, CA 91762	DF 1, 2, 7, 8, 9, 15, 17, 18 STRIPING + STRIPE REMOVAL	<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>
7.						<input type="checkbox"/>

☐ (If applicable, check box.)

☐ Additional information for Subcontractor List is attached to this Bid. (A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: DF 12 4 %

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

Non-Collusion Declaration

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

The undersigned declares:

I am the SECRETARY (Title) of PAVEMENT COATINGS (Company),
the party making the foregoing bid.

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

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

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

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

JUNE (Month) 8TH (Day) of 2016 (Year),
at JURUPA VALLEY (City), CALIFORNIA (State).

Signature of Declarant:



Printed name of Declarant: TOM MUCENSKI

Name of Bidder (Company): PAVEMENT COATINGS CO.

Title or Office: SECRETARY

Note: Notarization of signature required.

☐ Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside)
 On June 8th, 2016 before me, Patricia J. Lewis, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Tom Mucenski
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Patricia J. Lewis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration Document Date: 06-08-2016
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☒ Corporate Officer — Title(s): Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

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


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> PAVEMENT COATINGS CO.		<i>Federal ID Number (or n/a)</i> 95-2916670
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> TOM MUCENSKI, SECRETARY		
<i>Date Executed</i> MAY 24, 2016	<i>Executed in</i> JURUPA VALLEY, 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>	



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 1

Dated May 24, 2016

to the
Specifications and Contract Documents
for the construction of

Slurry Seal Project
District 4
Project No. C5-0009
District 5
Project No. C5-0010

Bids Due: (REVISED)
Wednesday, June 1, 2016; 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: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, June 1, 2016; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Prepared by:


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

Acknowledged:

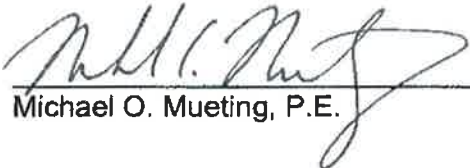

(Contractor)

Date:

5-31-16

JRJ:jrj

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



Michael O. Mueting, P.E.



Concurrence:

 5/31/16
Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged:


(Contractor)


Date:

6-6-16

JRJ:jrb


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).

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


Michael O. Mueting, P.E.



Concurrence:

 6/2/16
Khalid Nasim, P.E.
Engineering Division Manager

Acknowledged:



(Contractor)

Date:

6-6-16

JRJ:jrsb

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. Pavement Coatings Company "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. C5-0009, and District 5, Project No. C5-0010** in accordance with a Notice Inviting Bids from the County.
2. The Ohio Casualty Insurance Company a New Hampshire corporation, hereafter called "Surety", is the surety of this bond.


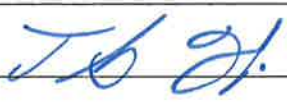
Agreement:

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: May 23, 2016

Signatures:

<u>The Ohio Casualty Insurance Company</u>	<u>Pavement Coatings Company</u>
By: 	By: 
Richard L. Wells	
Title: <u>Attorney in Fact</u>	Title: <u>SECRETARY</u>
<u>"Surety"</u>	<u>"Contractor"</u>

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

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

CIVIL CODE § 1189

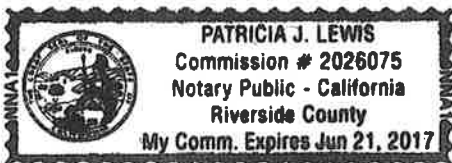
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)
 On June 8th, 2016 before me, Patricia J. Lewis, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Tom Mucenski
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Patricia J. Lewis
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 05-23-2016
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☒ Corporate Officer — Title(s): Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6944843

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frank Morones; Lynn A. Beimer; Richard L. Wells

all of the city of BREA, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of April, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of April, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of May, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

NOT valid for mortgage, note, loan, letter or credit,
currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Orange)On May 23, 2016 before me, Lynn A. Beimer, Notary Public,

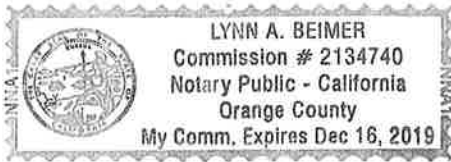
Date

*Here Insert Name and Title of the Officer*personally appeared Richard L. Wells*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature *Lynn A. Beimer**Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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 Pavement Coatings Company, hereafter called "Contractor".

W I T N E S S E T H

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. C5-0009, and District 5, Project No. C5-0010, 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 to Bidders, (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 1,2,3, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Liquidated Damages and Time of Completion

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

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

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

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

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

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

4. Compensation

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

Slurry Seal Project

District 4
Project No. C5-0009

District 5
Project No. C5-0010

Contract

Base Bid

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	20,000.00	20,000.00
2	150716	REMOVE TRAFFIC STRIPE, PAVEMENT MARKINGS AND PAVEMENT MARKERS	LS	1	19,000.00	19,000.00
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	2,000.00	8,000.00
4	377501	SLURRY SEAL (TYPE 1)	TON	440	219.00	96,360.00
5	377501	SLURRY SEAL (TYPE 2)	TON	170	219.00	37,230.00
6	375022	SCREENINGS	SQYD	395,200	1.05	414,960.00
7	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,500	2.20	5,500.00
8	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	226,000	0.22	49,720.00
9	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	2.20	6,600.00
10	000003	MISCELLANEOUS DIRECTED WORK	FA	1	80,000.00	80,000.00
11	380000	MICROSURFACING	TON	3,700	160.00	592,000.00
12	013702	ASPHALT REJUVENATING EMULSION (SCRUB SEAL)	TON	530	895.00	474,350.00

BASE BID "One million, eight hundred three thousand, seven hundred twenty dollars and
SCHEDULE: zero cents" **\$1,803,720.00**
ITEMS 1-12 "WORDS"

Alternate Bid Schedule 1 (Reche Canyon Road-Rumble Strip)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
13	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,750.00	3,750.00
14	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	1,200.00	2,400.00
15	066143	REMOVE TRAFFIC STRIPING	LF	3,200	1.10	3,520.00
16	394050	RUMBLE STRIP	LF	3,200	3.15	10,080.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,500	0.28	1,820.00
18	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	2.20	660.00

ALTERNATE
BID No. 1: "Twenty two thousand, two hundred thirty dollars and zero cents" **\$22,230.00**
ITEMS 13-18 "WORDS"

PROJECT "One million, eight hundred twenty five thousand, nine hundred fifty dollars and zero
TOTAL: cents" **\$1,825,950.00**
ITEMS 1-18 "WORDS"

Slurry Seal Project

District 4
Project No. C5-0009

District 5
Project No. C5-0010

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

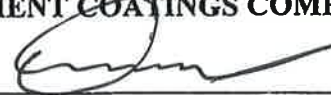
COUNTY OF RIVERSIDE

BY:


JOHN J. BENOIT
Chairman, Board of Supervisors

PAVEMENT COATINGS COMPANY

BY:



DATED: JUL 26 2016

TITLE: Doug Ford, President
(If Corporation, affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY:


Deputy

ATTEST:



TITLE: Tom Mucenski, Secretary

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


License No.: 303609 A

Federal Employer Identification Number:

95-2916670

FORM APPROVED COUNTY COUNSEL

BY:


SYNTHIA M. GUNZEL DATE 7-8-16

Department of Industrial Relations Registration Number:

1000003382

BY

"County"

"Corporation"
(Seal)

RESOLUTION OF BOARD OF DIRECTORS OF
PAVEMENT COATINGS COMPANY

RESOLVED, That all officers of the Company (being the President, Douglas Ford; the Vice-President, Timothy Schmid; Secretary, Tom Mucenski; and the Treasurer, Nathan Beyler) are hereby authorized and empowered to enter into contracts, sign bid documents and otherwise execute agreements in the normal course of business and upon such terms and conditions as may be agreed by the Company and the counterparty (ies).

I, Doug Ford, do hereby certify that I am the duly elected and qualified President and keeper of the records and corporate seal of Pavement Coatings Company, a corporation organized and existing under the laws of the State of California, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the Bylaws of said Corporation on the 17th day of December, 2015, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as President and have caused the corporate seal of said Corporation to be hereunto affixed, this 22nd day of June, 2016.

A handwritten signature in black ink, appearing to read 'Doug Ford', is written over a horizontal line.

Doug Ford, President
Pavement Coatings Co.

Performance Bond

Recitals:

1. Pavement Coatings Company (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Slurry Seal Project for District 4, Project No. C5-0009, and District 5, Project No. C5-0010.
2. The Ohio Casualty Insurance Company, a corporation authorized to issue Surety Bonds in CA 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 \$1,825,950.00 (One million, eight hundred twenty five thousand, nine hundred fifty dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for 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 June 17, 2016

By 

By 

By Doug Ford

Type Name Richard L. Wells

Title President

Its Attorney in Fact
"Surety"

"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).

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7391110

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frank Morones; Lynn A. Slone; Richard L. Wells

all of the city of BREA, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of June, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17 day of June, 20 16.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

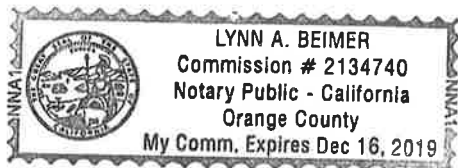
CIVIL CODE § 1189

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 Orange)

On June 17, 2016 before me, Lynn A. Beimer, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Richard L. Wells
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Lynn A. Beimer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

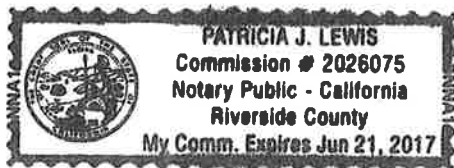
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On June 23rd, 2016 before me, Patricia J. Lewis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Doug Ford
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Patricia J. Lewis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: 06-17-2016
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Payment Bond

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

The makers of this Bond are Pavement Coatings Company, as Principal and Original Contractor and The Ohio Casualty Insurance Company, 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 \$1,825,950.00 (One million, eight hundred twenty five thousand, nine hundred fifty dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Slurry Seal Project for District 4, Project No. C5-0009, and District 5, Project No. C5-0010.

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: June 17, 2016

Pavement Coatings Co.

Original Contractor – Principal

The Ohio Casualty Insurance Company

Surety

By Richard L. Wells

Its Attorney In Fact

(Corporate Seal)

By [Signature]

Title Doug Ford, President

(If corporation, affix 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).

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7391113

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frank Morones; Lynn A. Stone; Richard L. Wells

all of the city of BREA, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of June, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17 day of June, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange

On June 17, 2016 before me, Lynn A. Beimer, Notary Public

Date _____

Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

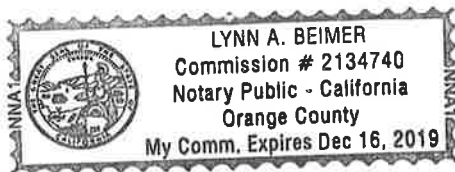
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~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

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

WITNESS my hand and official seal.

Signature Ann G. Zimmer

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside)
 On June 23rd, 2016 before me, Patricia J. Lewis, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Doug Ford
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Patricia J. Lewis
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: 06-17-2016
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☒ Corporate Officer -- Title(s): President
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Company Profile

Company Search

Company Search
ResultsCompany
InformationOld Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact InformationFinancial Statements
PDF's

Annual Statements

Quarterly
Statements

Company Complaint

Company
Performance &
Comparison DataCompany
Enforcement ActionComposite
Complaints Studies

Additional Info

Find A Company
Representative In
Your AreaView Financial
Disclaimer

COMPANY PROFILE

Company Information

OHIO CASUALTY INSURANCE COMPANY (THE)

175 BERKELEY STREET
BOSTON, MA 02116

Old Company Names

Effective Date

Agent For Service

KARISSA LOWRY
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO CA 95833

Reference Information

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

NAIC Group List

NAIC Group #: 0111 LIBERTY MUT 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.

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



CERTIFICATE OF LIABILITY INSURANCE

282954

DATE (MM/DD/YYYY)
6/27/2016

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
Commercial Lines - (310) 543-9995
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
21250 Hawthorne Boulevard, Suite 600
Torrance, CA 90503-5519

INSURED
Pavement Coalings Co.
10240 San Sevaline Way

Jurupa Valley, CA 91752

CONTACT NAME: Beth Christen

PHONE (A/C, No, Ext): 213-253-6529

FAX (A/C, No):

E-MAIL ADDRESS: beth.christen@wellsfargo.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of America

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 10615543

REVISION NUMBER: See below

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	ADDITIONAL INSURED	SUBROGATION	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	VTC2JCO9324B929TIL15	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	VTC2JCAP9324B930TIL	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VTSMJCUP9324B942TIL15	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	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	N/A	VTC2JUB7F65798115	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Slurry Seal Project for District 4 Project # C5-0009, and District 5, Project # C5-0010. County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives are named as additional insured as it relates to general & auto liability & waiver of subrogation is granted as it relates to general & auto liability and workers comp in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds. The above coverage is primary and noncontributory where required by written contract. Per the cancellation clause contained in the general liability policy noted on this certificate, the policy includes at least 30 days notice of cancellation and the provisions are as follows: If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or

CERTIFICATE HOLDER

County of Riverside
Transportation Dept. - Attn: Contract/Bidding Unit
3525 14th Street
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

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ACORD 25 (2014/01)

(This certificate replaces certificate 10615507 issued on 02/27/2016)

Additional Remarks Schedule (Continued from Page 1)

organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



POLICY NUMBER: VTC2J-CO-9324B929-TIL-15

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10-01 -15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

County of Riverside, its Agencies, Special Districts and Departments,
their respective director, officers, Board of Supervisors, elected and
appointed officials, employees, agents, and representatives

PROJECT/LOCATION OF COVERED OPERATIONS:

RE: Slurry Seal Project for District 4 Project # C5-0009, and District 5, Project # C5-0010.

1. WHO IS AN INSURED -- (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III -- Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.



POLICY NUMBER: VTC2J-CO-9324B929-TIL-15

ISSUE DATE: 5/18/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

County of Riverside

ADDRESS:

Transportation Dept. - Attn: Contract/Bidding Unit
3525 14th Street
Riverside CA 92501

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

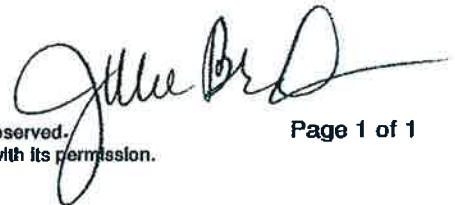
PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **SECTION II**.

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



10/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE -- This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS</p> <p>F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE - GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT</p> <p>J. PERSONAL PROPERTY</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|---|---|

PROVISIONS**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 60% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV -- BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: VTC2JUB7F65798115

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

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 10/01/2015
Insured

Policy No. VTC2JUB7F65798115

Endorsement No.
Premium

Insurance Company

Countersigned by



DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1