

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



ITEM
3.55
(ID # 3680)

MEETING DATE:

Tuesday, April 11, 2017

FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA - TRANSPORTATION DEPARTMENT: Accept the Low Bid and Award the Contract for the Construction of Van Buren Boulevard Pavement Rehabilitation Project between Limonite Avenue and 56th Street within the City of Jurupa Valley. 2nd District; [\$535,065 total cost]; Federal Funds 72%, Local Funds 28%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior the January 18, 2017, bid opening; and
2. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$535,065; and
3. Award the contract to All American Asphalt of Corona, CA 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."

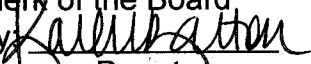
ACTION: Policy


Patricia Romo, Director of Transportation 3/21/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: April 11, 2017
xc:

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 535,065	\$ 0	\$ 535,065	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: STP- Discretionary (72%) and City of Jurupa Valley (28%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated December 13, 2016 (Agenda Item 3-47), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Van Buren Boulevard Pavement Rehabilitation Project between Limonite Avenue and 56th Street within the City of Jurupa Valley.

The City successfully obtained federal funds for the Van Buren rehabilitation project however does not have the authority to administer federal aid contracts. The County has extensive experience in administering federal aid contracts and on June 21, 2016 (Agenda Item 3-77), the Board of Supervisors approved the Service Agreement between the County of Riverside (County) and the City of Jurupa Valley for the Van Buren Boulevard Pavement Rehabilitation Project – Phase 1A. The Service Agreement outlines each agencies responsibilities for the administration and funding of the project. The County will administer the contraction contract and the City of Jurupa Valley be responsible for funding the project.

The purpose of this project is to rehabilitate damaged pavement on an approximately 3/4 mile segment of Van Buren Boulevard between Limonite Avenue and 56th Street in the City of Jurupa Valley. The project will remove the existing asphalt pavement and place new asphalt pavement. Additional work includes removal and replacement of asphalt concrete berms, grading of shoulders, new striping, pavement markings and raised pavement markers and other associated work as required.

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

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

Project No. C6-0087, Federal Aid No. STPL-5956(255)

Impact on Residents and Businesses

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

The proposed improvements will benefit the project area by significantly improving the service life of the existing infrastructure.

The work is scheduled to begin in Spring 2017. Construction will be performed at night in order to reduce impact to traffic and reduce delays. Construction will take approximately one month to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to All American Asphalt for the total amount of \$535,065. The project will be funded with Federal Surface Transportation Program (STP) funds and City of Jurupa Valley funds.

The City has deposited \$693,572, as agreed per the Service Agreement approved on June 21, 2016, which represents 100% of the cost for the County to award and administer the construction contract. The county will invoice Caltrans for federal reimbursement and upon completion of the construction contract a final reconciliation of expenses will be completed and furnished to the City.

Contract History and Price Reasonableness


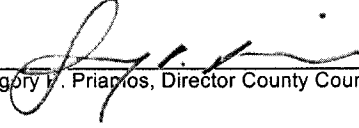
Five bids were received on January 18, 2017, ranging from \$535,065 to \$686,686. The basis for the selection of a contractor is the lowest responsive and responsible bid.

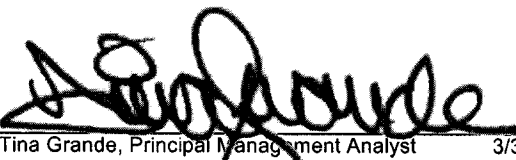
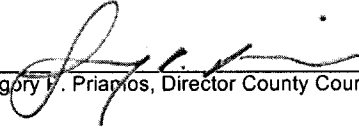
The lowest responsive and responsible bid was submitted by All American Asphalt in the amount of \$535,065 which is \$205,035 (27.7%) below the Engineer's Estimate.

ATTACHMENTS:

Vicinity Map
Attachment A
Contract/Lease/Purchase Summary Data
Summary of Bids
Addendum No. 1
Contract
Bid Proposal

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


Marsha Victor, Chief Deputy County Counsel 3/23/2017 
Gregory V. Priamos, Director County Counsel 3/23/2017


Tina Grande, Principal Management Analyst 3/30/2017 
Gregory V. Priamos, Director County Counsel 3/23/2017

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:	All American Asphalt
Vendor/Lessor Location:	Corona, CA

Minority Status: M W DV None

Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 535,065.00 to \$ 686,686.00
 Local Bid Range: N/A
 Responsive and Responsible Bid Range: \$ 535,065.00 to \$ 686,686.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

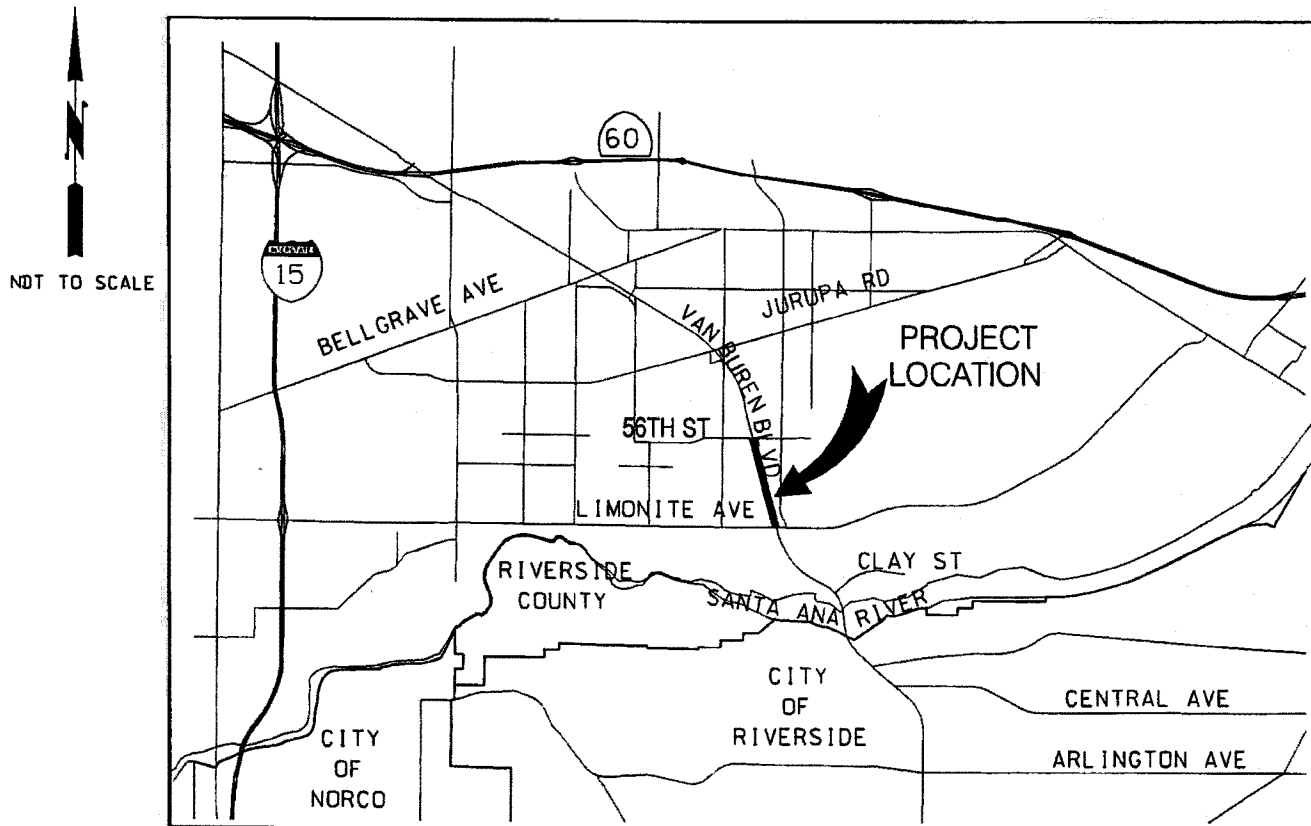
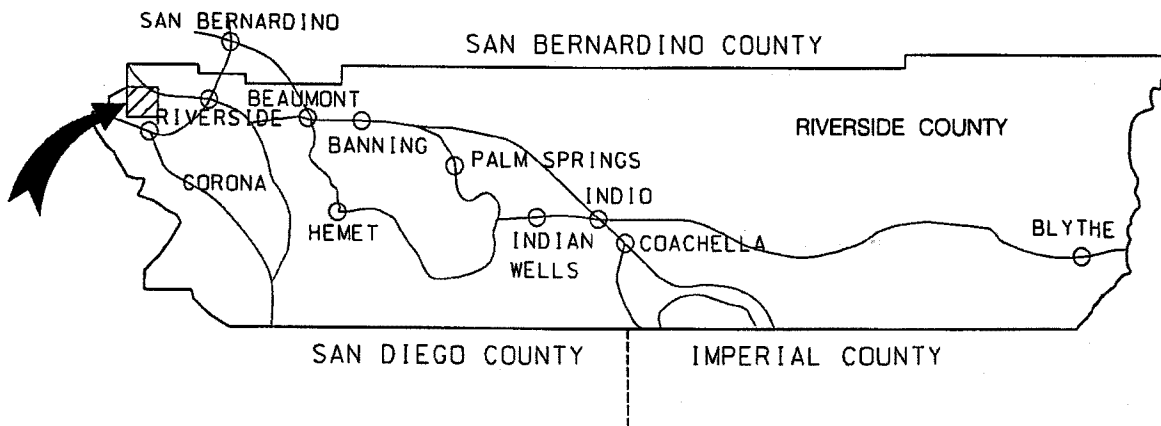
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NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

VAN BUREN BOULEVARD
PAVEMENT REHABILITATION PHASE 1A

LIMONITE AVENUE To 56TH STREET
CITY OF JURUPA VALLEY
PROJECT No. C6-0087
FEDERAL AID No. STPL 5956(255)



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: VAN BUREN BLVD - CITY OF JURUPA VALLEY - UPDATED WITH AAA UNIT COSTS
RESURFACING PROJECT - Limonite Ave to 56th St

Project No.(s): C6-0087, Federal Aid No. STPL 5956 (255)

Expenses as of: 2/1/2017

Project Costs and Budget

Activity	Inurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	6,298		7,000	10,000	7,000
Design	36,802	1,000	38,000	28,000	38,000
Right-of-way					
Utilities					
Construction		535,065			
Construction Contingency 10.0%		53,507	589,000	693,000	589,000
Construction Engineering & Inspection 16.3%		87,000	87,000	87,000	87,000
Construction Survey 3.4%		18,000	18,000	18,000	18,000
Totals:	43,101	694,572	739,000	836,000	739,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
108	STP - Discretionary	387,000	387,000
731	City of Jurupa Valley	449,000	352,000
Totals		836,000	739,000

Comments

**Riverside County Transportation Department
Summary of Bids**

Advertised: December 13, 2016 (Agenda Item: 3-47)
Addenda: One (1/12/17)
Bids Open: 2 pm Date: Wednesday, January 18, 2017

PROJECT: Van Buren Boulevard, Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
PROJECT No. C6-0087, Federal Aid No. STPL- 5956(255)

BASE BID SCHEDULE ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			1 All American Asphalt Corona, CA 92878	
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00	1,545.50	1,545.50	
2	074020	WATER POLLUTION CONTROL	LS	1	3,650.00	3,650.00	3,901.00	3,901.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	70,000.00	70,000.00	24,000.00	24,000.00	
4	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	515.00	515.00	
5	160101	CLEARING AND GRUBBING	LS	1	12,000.00	12,000.00	1,236.50	1,236.50	
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	2	2,000.00	4,000.00	1,030.50	2,061.00	
7	128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	4	1,500.00	6,000.00	1,236.50	4,946.00	
8	153103	COLD PLANE ASPHALT PAVEMENT (2" MIN DEPTH)	SQYD	16,400	2.00	32,800.00	0.67	10,988.00	
9	153103	COLD PLANE ASPHALT PAVEMENT (4" MIN DEPTH)	SQYD	17,300	3.00	51,900.00	1.63	28,199.00	
10	390130	HOT MIX ASPHALT	TON	2,000	75.00	150,000.00	66.00	132,000.00	
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,900	80.00	312,000.00	72.50	282,750.00	
12	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	2,600	10.00	26,000.00	2.50	6,500.00	
13	190185	SHOULDER BACKING	LF	4,500	2.50	11,250.00	1.13	5,085.00	
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	100	10.00	1,000.00	7.00	700.00	
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.70	17,500.00	0.16	4,000.00	
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	5.00	1,500.00	5.00	1,500.00	
17	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	35,000.00	35,000.00	25,138.00	25,138.00	

PROJECT TOTAL, ITEMS 1 - 17						740,100.00		535,065.00
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**Riverside County Transportation Department
Summary of Bids**

Advertised: December 13, 2016 (Agenda Item: 3-47)
Addenda: One (1/12/17)
Bids Open: 2 pm Date: Wednesday, January 18, 2017

PROJECT: Van Buren Boulevard, Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
PROJECT No. C6-0087, Federal Aid No. STPL-5956(255)

BASE BID SCHEDULE		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	R.J. Noble Company Orange, CA 92865 BID UNIT PRICE	BID ESTIMATE	Hardy & Harper, Inc. Santa Ana, CA 92705 BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	10,000.00	10,000.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	39,000.00	39,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	3,000.00	3,000.00
5	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	23,025.00	23,025.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	2	500.00	1,000.00	750.00	1,500.00
7	128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	4	2,000.00	8,000.00	1,250.00	5,000.00
8	153103	COLD PLANE ASPHALT PAVEMENT (2" MIN DEPTH)	SQYD	16,400	1.80	29,520.00	1.46	23,944.00
9	153103	COLD PLANE ASPHALT PAVEMENT (4" MIN DEPTH)	SQYD	17,300	2.95	51,035.00	2.89	49,997.00
10	390130	HOT MIX ASPHALT	TON	2,000	59.50	119,000.00	67.76	135,520.00
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,900	69.00	269,100.00	67.76	264,264.00
12	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	2,600	1.75	4,550.00	5.00	13,000.00
13	190185	SHOULDER BACKING	LF	4,500	2.75	12,375.00	3.00	13,500.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	100	2.75	275.00	10.00	1,000.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.19	4,750.00	0.17	4,250.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	3.15	945.00	10.00	3,000.00
17	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	20,000.00	20,000.00	30,000.00	30,000.00

PROJECT TOTAL, ITEMS 1 - 17					561,550.00			616,000.00
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**Riverside County Transportation Department
Summary of Bids**

Advertised: December 13, 2016 (Agenda Item: 3-47)
Addenda: One (1/12/17)
Bids Open: 2 pm Date: Wednesday, January 18, 2017

PROJECT: Van Buren Boulevard, Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
PROJECT No. C6-0087, Federal Aid No. STPL- 5956(255)

BASE BID SCHEDULE ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					Excel Paving Company Long Beach, CA 90806 BID UNIT PRICE	BID ESTIMATE	Vance Corporation Rialto, CA 92377 BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	5,000.00	5,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	6,000.00	6,000.00	7,500.00	7,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	55,000.00	55,000.00	45,000.00	45,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	5,000.00	5,000.00
5	160101	CLEARING AND GRUBBING	LS	1	12,000.00	12,000.00	10,000.00	10,000.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	2	500.00	1,000.00	2,000.00	4,000.00
7	128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	4	1,000.00	4,000.00	2,500.00	10,000.00
8	153103	COLD PLANE ASPHALT PAVEMENT (2" MIN DEPTH)	SQYD	16,400	1.70	27,880.00	1.50	24,600.00
9	153103	COLD PLANE ASPHALT PAVEMENT (4" MIN DEPTH)	SQYD	17,300	3.30	57,090.00	4.00	69,200.00
10	390130	HOT MIX ASPHALT	TON	2,000	68.00	136,000.00	75.00	150,000.00
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,900	66.00	257,400.00	76.00	296,400.00
12	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	2,600	5.00	13,000.00	5.00	13,000.00
13	190185	SHOULDER BACKING	LF	4,500	3.20	14,400.00	2.50	11,250.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	100	3.00	300.00	8.00	800.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.20	5,000.00	0.20	5,000.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	3.00	900.00	6.00	1,800.00
17	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	35,000.00	35,000.00	28,136.00	28,136.00

PROJECT TOTAL, ITEMS 1 - 17						628,970.00		686,686.00
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Bid

Date: 01/04/2017

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

Bidder: All American Asphalt
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Van Buren Boulevard, Pavement Rehabilitation Phase 1A, Limonite Avenue to 56th Street, City of Jurupa Valley, Project No. C6-0087, Federal Aid No. - STPL 5956 (255)** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** / (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.

**Van Buren Boulevard
Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
Project No. C6-0087
Federal Aid No. - STPL 5956 (255)**

REVISED PROPOSAL

BASE BID SCHEDULE

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	1,545.50	1,545.50
2	074020	WATER POLLUTION CONTROL	LS	1	3,901.00	3,901.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	24,500.00 ^{E.C. 24,000.00}	24,500.00 ^{E.C. 24,000.00}
4	170101	DEVELOP WATER SUPPLY	LS	1	515.00	515.00
5	160101	CLEARING AND GRUBBING	LS	1	1,236.50	1,236.50
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	2	1,030.50	2,061.00
7	128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	4	1,236.50	4,946.00
8	153103	COLD PLANE ASPHALT PAVEMENT (2" MIN DEPTH)	SQYD	16,400	0.67	10,988.00
9	153103	COLD PLANE ASPHALT PAVEMENT (4" MIN DEPTH)	SQYD	17,300	1.63 ^{E.C. 1.63}	28,199.00 ^{E.C. 28,199.00}
10	390130	HOT MIX ASPHALT	TON	2,000	66.00	132,000.00
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,900	72.50	282,750.00
12	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	2,600	2.50	6,500.00
13	190185	SHOULDER BACKING	LF	4,500	1.13 ^{E.C. 1.13}	5,065.00 ^{E.C. 5,065.00}
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	100	7.00	700.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.16	4,000.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	5.00	1,500.00
17	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	25,138.00	25,138.00

BASE BID SCHEDULE

FIVE HUNDRED THIRTY FIVE THOUSAND SIXTY FIVE DOLLARS AND ZERO CENTS

535,065.00

PROJECT TOTAL: ~~FIVE HUNDRED THIRTY FOUR THOUSAND SEVEN HUNDRED~~

~~534,731.00~~

ITEMS 1-17

~~THIRTY ONE DOLLARS AND ZERO CENTS~~ "WORDS" (E.C.)

(E.C.)

Bidder Data and Signature

Name of Bidder: All American Asphalt

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Mark Luer, President

Edward J. Carlson, Vice President

Michael Farkas, 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: 400 E. Sixth Street
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Corona, GA 92879

P.O. Box- Number: P.O. Box 2229

P.O. Box- City, State, Zip Code: Corona, GA 92878

Phone: (951) 736-7600

Facsimile: (951) 739-4671

E-mail: publicworks@allamericanasphalt.com

Contractor's license number: 267073

License Classification(s): A, C-13

Expiration date: 1/31/2018

Department of Industrial Relations Registration Number: 1000001051

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:

**Van Buren Boulevard
Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
Project No. C6-0087
Federal Aid No. – STPL 5956 (255)**

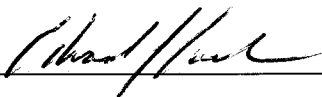
By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that the foregoing Statements and Questionnaire are true and correct and that the Bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission regulations (Chapter 5, Title 2 of the California Administrative Code).

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, part 29 Debarment and Suspension Certification, and Disclosure of Lobbying Activities are 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):

Edward J. Garlson

Title:

Vice President

“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): All American Asphalt

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	APCO	283093	100004858	GOSHEN, CA	12 DIKE	<input type="checkbox"/>
2.	CAL STRIPE	685387	100001100	COLTON, CA	14, 15, 16 STRIPING & MARKING	<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: 2.3 %

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 Vice President (Title) of All American Asphalt (Company),
the party making the foregoing bid.

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

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

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

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

January (Month) 4 (Day) of 2017 (Year),

at Corona (City), CA (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 01/04/2017 before me, Rebecca Angela Parra, Notary Public,
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Non-Collusion Declaration

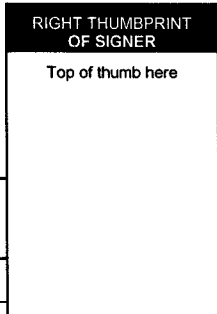
Document Date: 01/04/2017 Number of Pages: One (1)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

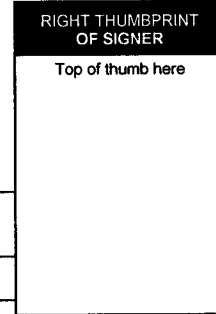
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

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



Signer is Representing: _____

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

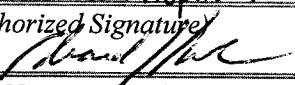
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

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

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

Option #1 – Certification

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

Contractor Name/Financial Institution (Printed) All American Asphalt		Federal ID Number (or n/a) 95-2895043
By (Authorized Signature) 		
Printed Name and Title of Person Signing Edward J. Carlson, Vice President		
Date Executed 01/04/2017	Executed in Corona, 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.

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

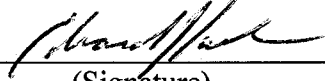
Equal Employment Opportunity Certification

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

All American Asphalt

(Company name)

By:



(Signature)

Edward J. Carlson

(Name, print)

Vice President

(Title)

11/04/2017

(Date)

Note:

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

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

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

Public Contract Code Statements and Questionnaire

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

Debarment and Suspension Certification

(Title 49, Code of Federal Regulations, Part 29)

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

N/A

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

N/A

Notes:

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

Attention is directed to Title 2, Code of Federal Regulations, Parts 180 and 1200

Attention is directed to Form FHWA-1273, Section IV, Subsection 10. Certification of eligibility

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

Nonlobbying Certification

(for Federal-Aid Contracts)

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

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

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

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

Instructions for Completion of Standard Form – LLL

Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90

Bid Bond

Recitals:

1. All American Asphalt _____ "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Van Buren Boulevard, Pavement Rehabilitation Phase 1A, Limonite Avenue to 56th Street, City of Jurupa Valley, Project No. C6-0087, Federal Aid No. – STPL 5956 (255) in accordance with a Notice Inviting Bids from the County.
2. Fidelity and Deposit Company of Maryland _____ a Maryland _____ corporation, hereafter called "Surety", is the surety of this bond.

COPIES

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: December 22, 2016

Signatures:

Fidelity and Deposit Company of Maryland

All American Asphalt

By: Rebecca Haas-Bates
Rebecca Haas-Bates

By: [Signature]

Title: Attorney in Fact
"Surety"

Title: Edward J. Carlson, Vice President
"Contractor"

STATE OF **Please See Attached**
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

COPY

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)

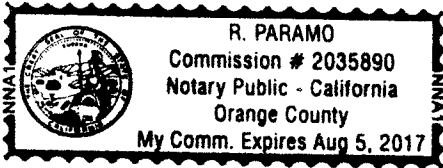
On 12/22/2016 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 [Handwritten Signature]
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: 12/22/2016
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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

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.

COPY

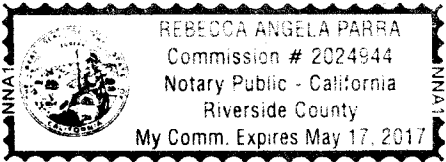
State of California

County of Riverside

On 01/04/2017 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond

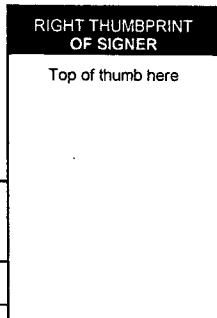
Document Date: 12/21/2016 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

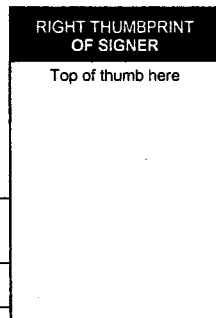
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

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



Signer is Representing:

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of December, 20 16.



Michael Bond, Vice President

COPY

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

COPY

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of May, A.D. 2016.

ATTEST:

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



By: *Eric D. Barnes*

Gerald F. Haley

*Secretary
Eric D. Barnes*

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 9th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



COPY

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

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 1299 ZURICH WAY
 SCHAUMBURG, IL 60196
 800-382-2150

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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NAIC Group List

NAIC Group #: **0212** ZURICH INS GRP

Lines Of Business

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

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

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

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated January 12, 2017

to the
Specifications and Contract Documents
for the construction of

Van Buren Boulevard
Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
Project No. C6-0087
Federal Aid No. – STPL 5956 (255)

Bids Due: Wednesday, January 18, 2017; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

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

MODIFICATIONS / CLARIFICATIONS TO CONTRACT DOCUMENTS/ SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" page 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 8, "COLD PLANE ASPHALT PAVEMENT (2" MIN DEPTH)"
- Item 9, "COLD PLANE ASPHALT PAVEMENT (4" MIN DEPTH)"
- Item 10, "HOT MIX ASPHALT"
- Item 11, "RUBBERIZED HOT MIX ASPHALT (GAP GRADED)"

Item 2: Federal Minimum Wages Update

Refer to Appendix C in the Special Provisions, "Federal Prevailing Wage Decision", pages 1 through 21. Delete and replace these pages with the following:

Federal wage determination, General Decision No. CA170036 – CA36, Modification No. 0, publication date **1/06/2017**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780, and also posted on the following County website:

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

Item 3: Hours of Work. Refer to Section 21, Hours of Work, on page A16 of the Instructions to Bidders; and Section 00-1.03(A), Modified Hours of Work, on page 2 of the Special Provisions.

- Clarification: The hours of work stated in Section 00-1.03(A) of the Special Provisions supersede the hours of work stated in Section 21 of the Instructions to Bidders.

Therefore, resurfacing work on Van Buren Boulevard shall be performed at night.

The daily hours of work for this project are Monday through Friday between the hours of 9:00 p.m. to 5:00 a.m.

- Add the following special provisions to Section 00-1.03(A), Modified Hours of Work:

Contractor has the option to perform work that does not directly impact traffic between the hours of 9 a.m. and 2 p.m.

- Delete the last paragraph in Section 00-1.03(A).

~~Contractor shall maintain access for local residents, businesses and their employees on Gilman Springs Road when construction is in progress and during road closure. Two lanes of traffic shall be maintained for local residents, businesses and their employees when no construction is being performed during the closure.~~

Item 4: Liquidated Damages. Refer to Section 00-1.04, Liquidated Damages, on page 2 of the Special Provisions.

Delete the last paragraph of Section 00-1.04 and replace it with the following paragraphs:

Hot Mix Asphalt Concrete Paving - on areas receiving 0.4' cold plane (grind)

In addition to the liquidated damages set forth above, areas receiving 0.4' grind shall be paved back with 0.2' of hot mix asphalt the same night of the grinding of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road grinded to a depth of 0.4' in one (1) day. Contractor shall pay to the County of Riverside the sum of **\$1,000.00 per day**, for each and every calendar day's delay in completing paving within the number of calendar days prescribed above, for each street segment

subjected to delay, and shall apply separately to each street segment within the scope of work.

Rubberized Asphalt Concrete Paving

In addition to the liquidated damages set forth above, rubberized asphalt concrete paving shall be placed within seven (7) calendar days of the grinding of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road grinded in one (1) day. Contractor shall pay to the County of Riverside the sum of **\$1,000.00 per day**, for each and every calendar day's delay in completing rubberized asphalt concrete paving within the number of calendar days prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.

Item 5: Work Sequencing (Order of Work). Refer to Section 10-1.02, Work Sequencing, on pages 16 and 17 of the Special Provisions.

Delete the 'Cold Plane Asphalt Concrete Pavement' and 'Vertical Drops – Between Drive Lanes' paragraphs, and replace them with the following paragraphs:

0.4' Cold Plane Areas of Asphalt Concrete Pavement

Attention is directed to "Cold Plane Asphalt Concrete Pavement" of these Special Provisions regarding work procedure. Monday through Friday, on road areas requiring 0.4' grind, the Contractor shall cold plane, and place the 0.20' lift of HMA for a segment of work that can be completed each night prior to **5:00 a.m.**. Each segment will include the full width of the roadway.

Vertical drops – Between drive lanes

Attention is directed to "Asphalt Rubber Hot Mix" and "Wedge Plane/Cold Plane" provisions of these Special Provisions regarding vertical drops. The contractor shall have no vertical drops between drive lanes, resulting from Wedge Plane/Cold Plane during non-working hours.

At road connections and at limits of concrete paving, existing pavement shall be header cut, grind to a depth of 0.15', 15 feet long, full roadway width as directed by the Engineer. Full compensation for furnishing all labor, tools and doing all the work necessary including grinding, and sawcutting shall be considered as included in the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefor.

Item 6: Temporary Traffic Control. Refer to Section 12, Temporary Traffic Control, on pages 17 through 22 of the Special Provisions.

- Delete the sentence in Section 12-3.12C, Portable Changeable Message Signs, and replace it with the following sentence:

Start displaying the message portable changeable message signs **2-weeks** prior to the start of road construction.

- Manual on Uniform Traffic Control Devices (MUTCD) update to 2014 edition. Refer to Section 12-5.03, Compliance, on pages 20 and 21 of the special provisions.

Whenever and wherever in the Contract Documents the MUTCD 2012 edition is used, it shall be understood to mean and refer to the MUTCD 2014 edition.

- Delete the paragraph in Section 12-2.06, Payment, and replace it with the following paragraph:

12-5.05 Payment

Full compensation, except as otherwise provided herein, for conforming to the requirements of this article, including furnishing, installing and maintaining all traffic control devices on the construction staging, and traffic control plans, shall be paid for on a lump sum basis for Traffic Control System, and no additional compensation will be allowed therefor.

- Clarification of Road Closure for Van Buren Boulevard and Detour Plan.

Full closure of Van Buren Boulevard between the project limits **will not be allowed**; however, temporary road closure of either one direction of travel (northbound or southbound, not concurrently) will be allowed during night construction work hours only.

For temporary road closure of Van Buren Boulevard, a detour route using Pedley Road, Jurupa Road, and Limonite Avenue will be required.

- **Detour Plan for Van Buren Street.** The following special provision for “Detour Plan” is added and made part here of:

DETOUR PLAN:

The awarded Contractor shall provide detour plans in accordance with the “Traffic Control System” and “Maintaining Traffic” specifications. The plan shall provide necessary information regarding the required signs and their locations. The work included in this item shall include supplying all labor, materials, equipment, supervision, and incidentals required to implement, monitor, and maintain the detour route(s) as shown on the Detour Plan.

The detour plan shall be prepared, signed and stamped by a Civil Engineer or Traffic Engineer who is registered as such in the State of California.

The Contractor’s responsibility shall include, but not limited to, traffic signs, special signs, portable changeable message signs, barricades, type III barricades, changing internally illuminated street name panel, changing street name sign plates, delineators, and other incidental items for the detour.

The Contractor shall be responsible for implementing, monitoring, and maintaining the detour route(s) until the acceptance of the project.

Full compensation for the Detour Plan including all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, operating, maintaining, repairing, and transporting items as directed by the Engineer shall be considered as included in the Lump Sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

Item 7: Water Pollution Control. Refer to Section 13, Water Pollution Control, on pages 22 through 25 of the special provisions.

- Delete Section 13-1.01(C), General Requirements, on page 23 of the special provisions, and replace it with the following:

13-1.01(C) General Requirements

In the event the County or the City of Jurupa Valley incurs any Administrative Civil Liability (fine) imposed by the CRWQCB – Santa Ana Region, the State Water Resources Control Board, or EPA, as a result of Contractor's failure to fully implement the provisions of "Stormwater and Non-Stormwater Pollution Control", the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Administrative Civil Liability including County and/or City of Jurupa Valley staff time, legal counsel, consultant support costs and all other associated cost.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Municipal Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the County, the City of Jurupa Valley, or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

- Delete Section 13-1.01(D), Submittals, on page 24 of the special provisions, and replace it with the following:

Within fifteen (15) working days after the award of the contract, the Contractor shall submit two (2) copies and one pdf. file of the WPCP to the Engineer for review and approval. The Contractor shall allow fifteen (15) working days for the Engineer and the City of Jurupa Valley to review the WPCP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved WPCP and one pdf. file to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed.

Item 8: Environmental Stewardship. Refer to Section 14, Environmental Stewardship, on pages 26 through 28 of the Special Provisions.

Delete the second and third paragraphs from Section 14-2.03A on pages 26 and 27 of the special provisions.

The presence of an archeological/cultural monitor will only be required if archeological resources or cultural resources are discovered at the job site.

Item 9: Cold Planing Asphalt Concrete Pavement. Refer to Section 15-2.02B(3), Cold Planing Asphalt Concrete Pavement, on page 28 of the Special Provisions.

Delete the last paragraph from Section 15-2.02B(3)B, Construction, pertaining to the removal of asphalt concrete by milling and damage to the existing pavement base.

Item 10: Existing Pavement Fabric. The following special provisions are added and made a part herby:

Existing Pavement Fabric

The depth of existing pavement fabric varies throughout the project limits. When encountered, the pavement fabric shall be removed and properly disposed. Full compensation for removing and disposing of existing pavement fabric shall be considered as included in the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefor.

Item 11: Clarification. Prime Coat requirement. Refer to sub-section 39-1.01(1c.2), Prime Coat, on page 36 of the special provisions.

Prime coat will be required to be applied prior to paving only on those areas where aggregate base is exposed during the asphalt concrete grinding process.

Item 12: Payment for Removal of Existing Asphalt Concrete Dike. The following special provisions are added to Section 39-1.14(2), Payment, on page 45 of the special provisions and made a part herby:

Full compensation for the removal of existing asphalt concrete dike shall be considered as included in the contract price paid per linear foot for Place Asphalt Concrete Dike of the different types shown on the bid items list, and shall include full compensation for furnishing all labor, tools, and equipment and doing all the work involved in removing and properly disposing of existing asphalt concrete dike and no additional compensation will be allowed therefor.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 13: General Notes and Signing and Striping General Notes. Refer to plans sheets 1 and 5 of 7.

On sheet 1 of 7 – Delete General Notes No. 1 through No. 20. These notes are superseded by the Standard Specifications and Special Provisions.

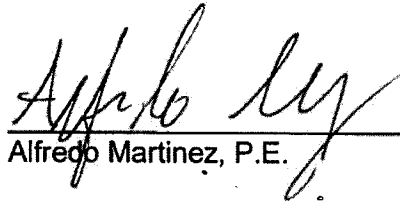
On sheet 5 of 7 – Delete Signing and Striping General Notes No. 1 through 9. These notes are superseded by the Standard Specifications and Special Provisions.

ATTACHMENTS

A – Revised Proposal

Addendum No. 1
Van Buren Boulevard, Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street, City of Jurupa Valley
Project No. C6-0087, Federal Aid No. – STPL 5956 (255)
January 12, 2017
Page 7 of 7

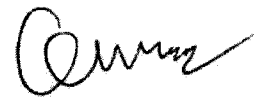
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

 1/12/17

Alfredo Martinez, P.E.



Concurrence:

 1/12/17

Khalid Nasim, PE
Engineering Division Manager

Acknowledged:  Date: 01/13/2017
(Contractor)
Edward J. Carlson, Vice President

JRJ:jj:rr

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



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

COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
 Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated January 12, 2017

to the
 Specifications and Contract Documents
 for the construction of

Van Buren Boulevard
 Pavement Rehabilitation Phase 1A
 Limonite Avenue to 56th Street
 City of Jurupa Valley
 Project No. C6-0087
 Federal Aid No. – STPL 5956 (255)

Bids Due: **Wednesday, January 18, 2017; 2:00 p.m.**
 14th Street Transportation Annex
 3525 14th Street; Riverside, CA 92501
 (951) 955-6780

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In addition to the liquidated damages set forth above, areas receiving 0.4' grind shall be paved back with 0.2' of hot mix asphalt the same night of the grinding of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road grinded to a depth of 0.4' in one (1) day. Contractor shall pay to the County of Riverside the sum of **\$1,000.00 per day**, for each and every calendar day's delay in completing paving within the number of calendar days prescribed above, for each street segment

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The awarded Contractor shall provide detour plans in accordance with the “Traffic Control System” and “Maintaining Traffic” specifications. The plan shall provide necessary information regarding the required signs and their locations. The work included in this item shall include supplying all labor, materials, equipment, supervision, and incidentals required to implement, monitor, and maintain the detour route(s) as shown on the Detour Plan.

The detour plan shall be prepared, signed and stamped by a Civil Engineer or Traffic Engineer who is registered as such in the State of California.

The Contractor’s responsibility shall include, but not limited to, traffic signs, special signs, portable changeable message signs, barricades, type III barricades, changing internally illuminated street name panel, changing street name sign plates, delineators, and other incidental items for the detour.

The Contractor shall be responsible for implementing, monitoring, and maintaining the detour route(s) until the acceptance of the project.

Full compensation for the Detour Plan including all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, operating, maintaining, repairing, and transporting items as directed by the Engineer shall be considered as included in the Lump Sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

Item 7: Water Pollution Control. Refer to Section 13, Water Pollution Control, on pages 22 through 25 of the special provisions.

- Delete Section 13-1.01(C), General Requirements, on page 23 of the special provisions, and replace it with the following:

13-1.01(C) General Requirements

In the event the County or the City of Jurupa Valley incurs any Administrative Civil Liability (fine) imposed by the CRWQCB – Santa Ana Region, the State Water Resources Control Board, or EPA, as a result of Contractor’s failure to fully implement the provisions of “Stormwater and Non-Stormwater Pollution Control”, the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Administrative Civil Liability including County and/or City of Jurupa Valley staff time, legal counsel, consultant support costs and all other associated cost.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor’s failure to comply with the requirements set forth in “Water Pollution Control”, including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Municipal Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the County, the City of Jurupa Valley, or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

- Delete Section 13-1.01(D), Submittals, on page 24 of the special provisions, and replace it with the following:

Within fifteen (15) working days after the award of the contract, the Contractor shall submit two (2) copies and one pdf. file of the WPCP to the Engineer for review and approval. The Contractor shall allow fifteen (15) working days for the Engineer and the City of Jurupa Valley to review the WPCP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within three (3) working days of receipt of the Engineer’s comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved WPCP and one pdf. file to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed.

Item 8: Environmental Stewardship. Refer to Section 14, Environmental Stewardship, on pages 26 through 28 of the Special Provisions.

Delete the second and third paragraphs from Section 14-2.03A on pages 26 and 27 of the special provisions.

The presence of an archeological/cultural monitor will only be required if archeological resources or cultural resources are discovered at the job site.

Item 9: Cold Planing Asphalt Concrete Pavement. Refer to Section 15-2.02B(3), Cold Planing Asphalt Concrete Pavement, on page 28 of the Special Provisions.

Delete the last paragraph from Section 15-2.02B(3)B, Construction, pertaining to the removal of asphalt concrete by milling and damage to the existing pavement base.

Item 10: Existing Pavement Fabric. The following special provisions are added and made a part herby:

Existing Pavement Fabric

The depth of existing pavement fabric varies throughout the project limits. When encountered, the pavement fabric shall be removed and properly disposed. Full compensation for removing and disposing of existing pavement fabric shall be considered as included in the contract prices paid per ton for the various asphalt concrete items and no additional compensation will be allowed therefor.

Item 11: Clarification. Prime Coat requirement. Refer to sub-section 39-1.01(1c.2), Prime Coat, on page 36 of the special provisions.

Prime coat will be required to be applied prior to paving only on those areas where aggregate base is exposed during the asphalt concrete grinding process.

Item 12: Payment for Removal of Existing Asphalt Concrete Dike. The following special provisions are added to Section 39-1.14(2), Payment, on page 45 of the special provisions and made a part herby:

Full compensation for the removal of existing asphalt concrete dike shall be considered as included in the contract price paid per linear foot for Place Asphalt Concrete Dike of the different types shown on the bid items list, and shall include full compensation for furnishing all labor, tools, and equipment and doing all the work involved in removing and properly disposing of existing asphalt concrete dike and no additional compensation will be allowed therefor.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 13: General Notes and Signing and Striping General Notes. Refer to plans sheets 1 and 5 of 7.

On sheet 1 of 7 – Delete General Notes No. 1 through No. 20. These notes are superseded by the Standard Specifications and Special Provisions.

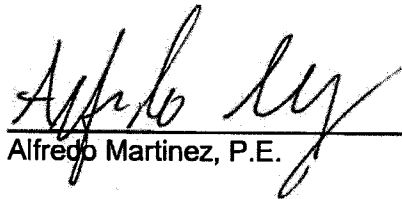
On sheet 5 of 7 – Delete Signing and Striping General Notes No. 1 through 9. These notes are superseded by the Standard Specifications and Special Provisions.

ATTACHMENTS

A – Revised Proposal

Addendum No. 1
Van Buren Boulevard, Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street, City of Jurupa Valley
Project No. C6-0087, Federal Aid No. – STPL 5956 (255)
January 12, 2017
Page 7 of 7

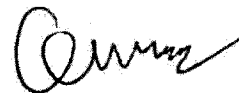
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

 1/12/17

Alfredo Martinez, P.E.



Concurrence:

 1/12/17

Khalid Nasim, PE
Engineering Division Manager

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

JRJ:jjr:rr

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

**Van Buren Boulevard
Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
Project No. C6-0087
Federal Aid No. - STPL 5956 (255)**

REVISED PROPOSAL

BASE BID SCHEDULE

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	170101	DEVELOP WATER SUPPLY	LS	1		
5	160101	CLEARING AND GRUBBING	LS	1		
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	2		
7	128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	4		
8	153103	COLD PLANE ASPHALT PAVEMENT (2" MIN DEPTH)	SQYD	16,400		
9	153103	COLD PLANE ASPHALT PAVEMENT (4" MIN DEPTH)	SQYD	17,300		
10	390130	HOT MIX ASPHALT	TON	2,000		
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,900		
12	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	2,600		
13	190185	SHOULDER BACKING	LF	4,500		
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	100		
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000		
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300		
17	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1		

Addendum No. 1, Page 8 of 8

BASE BID SCHEDULE

PROJECT TOTAL: _____ \$ _____
ITEMS 1-17 "WORDS"

Contract

**Van Buren Boulevard
Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
Project No. C6-0087
Federal Aid No. – STPL 5956 (255)**

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

ARTICLE I:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, the work described in the Special Provisions and the Project Plans described below, including any addenda No. 1 issued thereto, and also in conformance with the California Department of Transportation Standard Plans dated **2010**, as identified on the Plans or in the Special Provisions, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, the Standard Specifications dated **2010**, as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown on Plans entitled **Van Buren Boulevard Pavement Rehabilitation, Phase 1A, Limonite Avenue to 56th Street**, Sheets 1 through 7, Plan number **963-II**, approved **December 7, 2016**, on file with the County Surveyor, which said project plans are hereby made a part of this Contract.

ARTICLE II:

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

ARTICLE III:

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV:

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

ARTICLE V:

The entire Contract consists of the following documents: (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 documents detailed in ARTICLE I: The Special Provisions, The Plans, The Standard Specifications, The Standard Plans, All issued Addenda, and the Labor Surcharge and Equipment Rental Rates, (j) The Determination of Prevailing Wage Rates for Public Works, (k) The Federal Wage Prevailing Wage Decision, (l) Bid Book Appendices, including but not limited to AQMD Recommendations, Reference Drawings, and Exhibits, (m) The additional Federal Requirements and forms included within the Special Provisions, including but not limited to Form FHWA-1273, (n) Any Change Orders issued, and (o) 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.

ARTICLE VI:

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

**Van Buren Boulevard
Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
Project No. C6-0087
Federal Aid No. – STPL 5956 (255)**

Contract

BASE BID SCHEDULE

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	1,545.50	1,545.50
2	074020	WATER POLLUTION CONTROL	LS	1	3,901.00	3,901.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	24,000.00	24,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	515.00	515.00
5	160101	CLEARING AND GRUBBING	LS	1	1,236.50	1,236.50
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	2	1,030.50	2,061.00
7	128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	4	1,236.50	4,946.00
8	153103	COLD PLANE ASPHALT PAVEMENT (2" MIN DEPTH)	SQYD	16,400	0.67	10,988.00
9	153103	COLD PLANE ASPHALT PAVEMENT (4" MIN DEPTH)	SQYD	17,300	1.63	28,199.00
10	390130	HOT MIX ASPHALT	TON	2,000	66.00	132,000.00
11	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	3,900	72.50	282,750.00
12	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	2,600	2.50	6,500.00
13	190185	SHOULDER BACKING	LF	4,500	1.13	5,085.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	100	7.00	700.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	25,000	0.16	4,000.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	5.00	1,500.00
17	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	25,138.00	25,138.00

**PROJECT
TOTAL:
ITEMS 1-17**

"Five hundred thirty five thousand, sixty five dollars and zero cents"
"WORDS"

\$535,065.00

Van Buren Boulevard
Pavement Rehabilitation Phase 1A
Limonite Avenue to 56th Street
City of Jurupa Valley
Project No. C6-0087
Federal Aid No. – STPL 5956 (255)

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

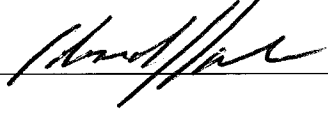
COUNTY OF RIVERSIDE

BY:


JOHN TAVAGLIONE
Chairman, Board of Supervisors

ALL AMERICAN ASPHALT

BY:


TITLE: Edward J. Carlson, Vice President
(If Corporation, affix Seal)

DATED: APR 11 2017

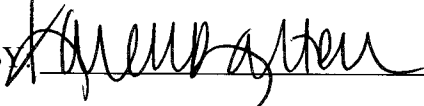
ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:



BY:


Deputy

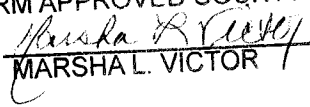
TITLE: Michael Fairfax, Secretary

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

License No.: 267073

FORM APPROVED COUNTY COUNSEL

BY:


MARSHAL L. VICTOR
DATE 2/22/17

Federal Employer Identification Number:

95-2595043

Department of Industrial Relations Registration Number:

1000001051

BY

"County"

All American Asphalt
"Corporation"
(Seal)

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 February 13, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson, Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Courtney Chapas
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contract-Van Buren Boulevard Pavement Rehabilitation Phase 1A

Document Date: February 13, 2017 Number of Pages: 4

Signer(s) Other Than Named Above: None

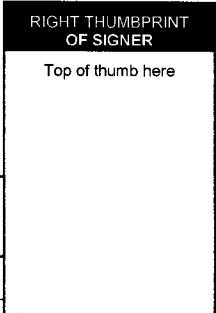
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

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

Signer is Representing:

All American Asphalt

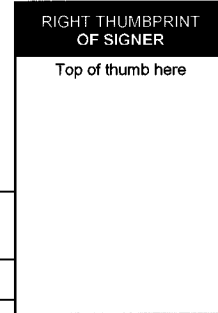


Signer's Name: Michael Farkas

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

Signer is Representing:

All American Asphalt





**ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES**

T 951-736-7600 F 951-739-4671
P.O. BOX 2229. CORONA. CA 92878-2229
CONTRACTORS LICENSE #267073 AC12
DIR. #1000001051

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on May 4, 2015 authorizes Edward J. Carlson to execute contracts and agreements on behalf of the Company in the capacity of Vice President.

Michael Farkas
Secretary

Performance Bond

Recitals:

1. **All American Asphalt** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known **Van Buren Boulevard, Pavement Rehabilitation Phase 1A, Limonite Avenue to 56th Street, City of Jurupa Valley, Project No. C6-0087, Federal Aid No. – STPL 5956 (255)**.

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$535,065.00 (Five hundred thirty five thousand, sixty five 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 _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are All American Asphalt, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$535,065.00 (Five hundred thirty five thousand, sixty five 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 Van Buren Boulevard, Pavement Rehabilitation Phase 1A, Limonite Avenue to 56th Street, City of Jurupa Valley, Project No. C6-0087, Federal Aid No. – STPL 5956 (255).

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Bond No. 7652179
Premium: \$2,114.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in: 2 Counterparts

Recitals:

1. **All American Asphalt** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known Van Buren Boulevard, Pavement Rehabilitation Phase 1A, Limonite Avenue to 56th Street, City of Jurupa Valley, Project No. C6-0087, Federal Aid No. - STPL 5956 (255).
2. **Fidelity and Deposit Company of Maryland**, a Maryland corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$535,065.00 (Five hundred thirty five thousand, sixty five 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 February 7, 2017

By Edward J. Carlson, Vice President
 By Michael Furkard, Secretary
 Title All American Asphalt
 "Contractor"

Fidelity and Deposit Company of Maryland
 By Rebecca Haas-Bates
 Type Name Rebecca Haas-Bates
 Its Attorney in Fact
 "Surety"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

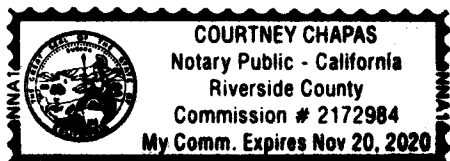
County of Riverside

On February 13, 2017 before me, Courtney Chapas, Notary Public,
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson, Michael Farkas
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 forgoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature Courtney Chapas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond

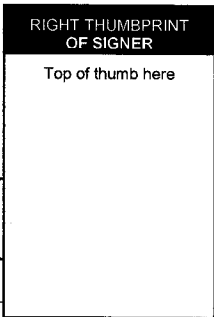
Document Date: February 7, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

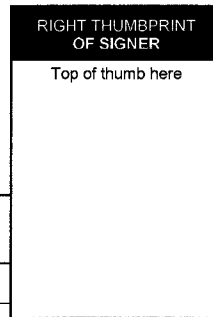


Signer is Representing:

All American Asphalt

Signer's Name: Michael Farkas

- Individual
- Corporate Officer – Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:

All American Asphalt

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)

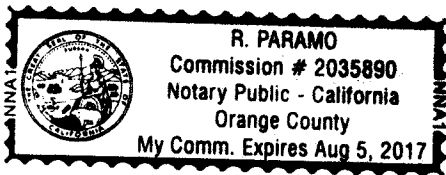
On 02/07/2017 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 [Handwritten Signature]
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 No. 7652179 Document Date: 02/07/2017
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2017.



Gerald F. Haley

By: Gerald F. Haley, Vice President

PRF7652179

Bond Number

County of Riverside

Obligee

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2017.

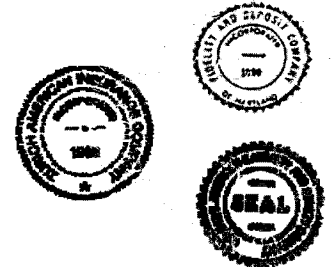
ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Michael P. Bond

Eric D. Barnes

By: *Michael P. Bond*
Vice President

By: *Eric D. Barnes*
Secretary



State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





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

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

back to top

NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

back to top

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

The makers of this Bond are All American Asphalt, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$535,065.00 (Five hundred thirty five thousand, sixty five 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 Van Buren Boulevard, Pavement Rehabilitation Phase 1A, Limonite Avenue to 56th Street, City of Jurupa Valley, Project No. C6-0087, Federal Aid No. -- STPL 5956 (255).

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: February 7, 2017

All American Asphalt
Original Contractor -- Principal

Fidelity and Deposit Company of Maryland
Surety

By [Signature]

By [Signature]
Rebecca Haas-Bates

Title Edward J. Carlson, Vice President

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF **Please See Attached**
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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 February 13, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Courtney Chapas*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond

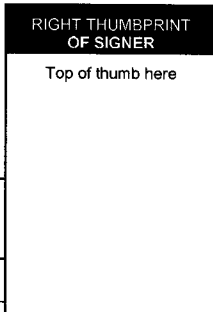
Document Date: February 7, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

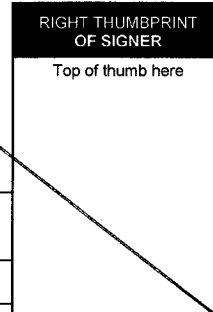
- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

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

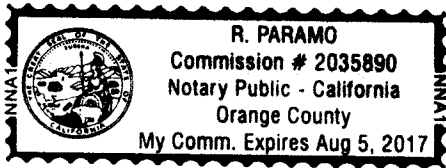
On 02/07/2017 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 [Handwritten Signature]
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 No. 7652179 Document Date: 02/07/2017
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2017.



Gerald F. Haley

By: Gerald F. Haley, Vice President

PRF7652179

Bond Number

County of Riverside

Obligee

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2017.

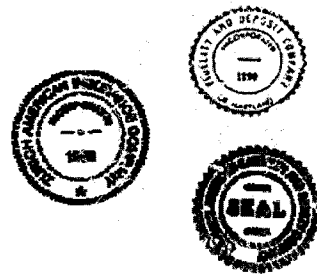
ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Michael P. Bond

By: *Michael P. Bond*
Vice President

Eric D. Barnes

By: *Eric D. Barnes*
Secretary



State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





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

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

back to top

NAIC Group List

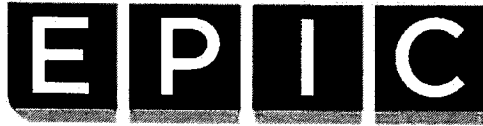
NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

back to top



MEMO

To:	Whom it may concern
From:	Edgewood Partners Insurance Centers (EPIC)
Named Insured:	All American Asphalt et al
Policy Number(s):	DPC100585600, BAP557108804, WC593205703, SXS019797000
RE:	Notice of Cancellation

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

Sincerely,

Kathy Lopez

Account Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

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

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

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

All other terms and conditions of this Policy remain unchanged

Schedule
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; City of Jurupa Valley, its officers, directors, employees and agents

Project
Project #C6-0087 / RE: Van Buren Boulevard - Pavement Rehabilitation Phase 1A / Limonite Avenue to 56th Street /

Endorsement Number:

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

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

Policy Number DPC100585600

Named insured: All American Asphalt et al

Endorsement Effective Date: August 1, 2016



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

All other terms and conditions of this Policy remain unchanged

Schedule	Project
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; City of Jurupa Valley, its officers, directors, employees and agents	Project #C6-0087 / RE: Van Buren Boulevard - Pavement Rehabilitation Phase 1A / Limonite Avenue to 56th Street /

Endorsement Number

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

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

Policy Number: DPC100585600

Named insured: All American Asphalt et al

Endorsement Effective Date August 1, 2016



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

SCHEDULE

Name of Person or Organization: Where required by written contract.

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives; City of Jurupa Valley, its officers, directors, employees and agents	Project #C6-0087 / RE: Van Buren Boulevard - Pavement Rehabilitation Phase 1A / Limonite Avenue to 56th Street /

Endorsement Number:

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

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

Policy Number: DPC100585600

Named insured: All American Asphalt et al

Endorsement Effective Date: August 1, 2016

LY98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 8/1/16	Countersigned By:  (Authorized Representative)
Named Insured: All American Asphalt	

SCHEDULE

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Schedule

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

Project

Project #C6-0087 / RE: Van Buren Boulevard - Pavement Rehabilitation Phase 1A / Limonite Avenue to 56th Street /

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

Named Insured: All American Asphalt
Endorsement Effective Date: 8/1/16

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Schedule

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

Project
Project #C6-0087 / RE: Van Buren Boulevard -
Pavement Rehabilitation Phase 1A / Limonite Avenue
to 56th Street /

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

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

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

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

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

**Job Description
ALL CA OPERATION**

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

Project #C6-0087 / RE: Van Buren Boulevard - Pavement Rehabilitation Phase 1A / Limonite Avenue to 56th Street /

All American Asphalt
Policy #WC593205703
8/1/16



Zurich American Ins. Co.



Straight Excess Liability Policy

Declarations

- AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY
- AMERICAN ZURICH INSURANCE COMPANY
- ZURICH AMERICAN INSURANCE COMPANY OF ILLINOIS

Policy Number: SXS 0197970-00

Renewal of Number: - - - - -

1. Named Insured: ALL AMERICAN ASPHALT

Producer: WHOLESALE TRADING CO-OP INS SERVICES LLC

2. Mailing Address: P.O. BOX 2229
CORONA, CA 92878

135 MAIN ST STE 1875
SAN FRANCISCO, CA 94105-1850

3. Policy Period: FROM: 08/01/2016 TO: 08/01/2017
at 12:01 A.M. Standard Time at the address of the Named Insured.

4. Limits Of Insurance:

A.	\$25,000,000	Occurrence
B.	\$25,000,000	Other Aggregate
C.	\$25,000,000	Products/Completed Operations Aggregate

5. Policy Premium:
Advance Premium _____
Policy Minimum Earned Premium _____

6. Underlying Insurance: See Attached Schedule Of Underlying Insurance

7. Endorsements Attached: See Attached Schedule Of Forms And Endorsements



ZURICH[®]

Schedule of Underlying Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0197970-00	08/01/2016	08/01/2017	08/01/2016	69224000	-----	-----

Named Insured and Mailing Address:

ALL AMERICAN ASPHALT
P.O. BOX 2229
CORONA, CA 92878

Producer:

WHOLESALE TRADING CO-OP INS SERVICES LLC
135 MAIN ST STE 1875
SAN FRANCISCO, CA 94105-1850

Company, Policy No. and Term	Coverage	Applicable Limits
A. Company: Arch Specialty Insurance Company	Commercial General Liability	\$1,000,000 Premises - Each Occurrence
Policy No: DPC1005856-00	Main GL	\$1,000,000 Products / Completed Ops - Each Occurrence
Term: 08/01/2016 to 08/01/2017		\$2,000,000 Products / Completed Operations Aggregate
		\$2,000,000 General Aggregate
		Per Project
		Term Aggregate
		Unlimited
		\$1,000,000 Personal Injury/ Advertising Injury
	Including Employee Benefits	\$1,000,000 Employee Benefits - Each Claim
		\$2,000,000 Employee Benefits - General Aggregate

Company, Policy No. and Term	Coverage	Applicable Limits
B. Company: Zurich American Insurance Company	Commercial Auto Liability	\$2,000,000 Combined Single Limit
Policy No: BAP5571088-04		
Term: 08/01/2016 to 08/01/2017		

Company, Policy No. and Term	Coverage	Applicable Limits
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C. Company: Zurich American Insurance Company

Employers Liability

\$1,000,000 Bodily Injury By Accident - Each Accident

Policy No: WC 5932057-03

\$1,000,000 Bodily Injury By Disease - Each Employee

Term: 08/01/2016 to 08/01/2017

\$1,000,000 Bodily Injury By Disease - Policy Limit



ZURICH[®]

Straight Excess Liability Policy

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance**.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

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

Insuring Agreements

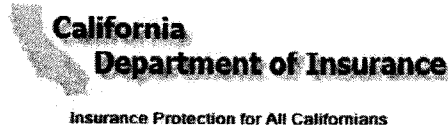
SECTION I. COVERAGE

- A. We will pay on behalf of the insured those damages covered by this Insurance in excess of the total Applicable Limits of **underlying insurance**. **This policy includes:**
- The terms and conditions of underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph 2. below; and
 - The terms and conditions that apply to this policy.
- B. Notwithstanding anything to the contrary contained in Paragraph A. above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.
- C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.
- D. We have no obligation under this policy with respect to any settlement made without our consent.
- E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.



List of Approved Surplus Line Insurers (LASLI)

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

List is current as of: **September 7, 2016**

[A](#) | [B-D](#) | [E-G](#) | [H-L](#) | [M-P](#) | [Q-Z](#)

A

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
ACE European Group Limited (U.K.)	06/20/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIG Specialty Insurance Company (Illinois) (Name changed from Chartis Specialty Insurance Company effective 10/01/2013)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty SE (Germany) (Name Changed from Allianz Global Corporate Specialty AG effective 11/13/2013)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Allied World Surplus Lines Insurance Company (Arkansas) (Name changed from Darwin Select Insurance Company effective 06/03/2014) (Name changed from ULICO Indemnity Company Effective 05/13/2010)	12/22/1995
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Missouri) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Nebraska to Missouri effective 09/30/2014)	09/01/1995
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012



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COMPANY PROFILE

Company Information

ZURICH AMERICAN INSURANCE COMPANY

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-936-5873**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-382-2150**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	26247
California Company ID #:	1237-7
Date Authorized in California:	12/20/1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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