

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



**ITEM: 3.22  
(ID # 19827)**

**MEETING DATE:**  
Tuesday, September 13, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approve Addenda to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of Slurry Seal and Curb Ramp Accessibility Project for Fiscal Year 2022/23 at various locations. Districts 4 and 5. [\$1,993,474 Total Cost - Local Funds 100%] (Companion Item to MT No. 19846)

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

1. Approve one addendum to the plans and specifications issued prior to the July 13, 2022, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of American Asphalt South, Inc. of Riverside, California in the amount of \$1,993,474;
3. Award the contract to American Asphalt South, Inc. and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project's proposed budget as shown on Attachment "A".

**ACTION:**

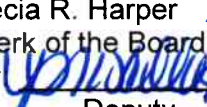
  
Mark Lancaster, Director of Transportation 8/18/2022

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 13, 2022  
xc: TLMA-Transp. (Companion Item 3.23)

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,993,474	\$ 0	\$ 1,993,474	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax/SB-1 (15%), Measure A/Western (30%), Measure A/Coachella Valley (53%) and City of Desert Hot Springs (2%).  There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23	

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

**BACKGROUND:**

**Summary**

By Minute Order dated June 21, 2022 (Agenda Item 3.27), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Slurry Seal and Curb Ramp Accessibility Project for Fiscal Year 2022/23 at various roads located within the communities of Reche Canyon, Gilman Springs, Cabazon, Thermal, and the unincorporated area near the City of Desert Hot Springs. The specific roads with their respective limits are listed in Attachment "1".

This project proposes to apply slurry seal and micro-surfacing treatments based on the condition of the existing pavement. The slurry seal and micro-surfacing treatments are provided as preventative maintenance measures to extend the life of the pavement and postpone more costly pavement rehabilitation.

The slurry seal treatment consists of an application of a mixture of asphalt emulsion, aggregates, water and other additives placed over the existing asphalt pavement surface. This work includes road cleaning, crack sealing, asphalt concrete repairs, application of seal coat treatment, installation of new thermoplastic crosswalks, replacement of striping, pavement markings and raised pavement markers. All roads will be swept several times at specified intervals after the slurry has been applied.

The micro-surfacing treatment is similar to a slurry seal except it uses polymer modified and fast setting asphalt emulsion allowing thicker layers to be placed. The thick layer application is used to fill in ruts commonly found on roads with light to moderate truck traffic.

This project also proposes to reconstruct or upgrade nine (9) existing concrete curb ramps at various locations within Districts 4 and 5 as part of the Transportation Department goal to provide safe and usable pedestrian facilities for all pedestrians and to comply with the Title II of the Americans with Disabilities Act (ADA) requirements. As part of an ADA requirement, curb ramps must be upgraded when adjoining roads are altered through resurfacing or placement of a thick layer of seal coat. The specific curb ramp locations are listed in Attachment "2".

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

The proposed curb ramp accessibility work will consist of modifying or removing existing concrete curb ramps and reconstructing new ADA compliant concrete curb ramps. Certain curb ramps will be upgraded by installing yellow detectable warning devices (series of small bumps or truncated domes) and making repairs to street landing slopes to meet ADA compliance. Detectable warning devices are used to alert pedestrians who are blind or visually impaired that there is vehicle traffic nearby.

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 County of Riverside Transportation Department recommends award of the following schedules of work in the Contract amount of \$1,993,474:

Base Bid Schedule:	Slurry Seal Project
Alternative Bid Schedule 1:	Curb Ramp Accessibility Project
Alternative Bid Schedule 2:	Repair of Existing Asphalt Concrete Surfaces
Alternative Bid Schedule 3:	Slurry Seal Project, City of Desert Hot Springs Portion

The City of Desert Hot Springs has accepted the bid prices proposed by American Asphalt South, Inc. for alternative bid schedule 3. Therefore, the reimbursement agreement between the City and County of Riverside is being submitted to the Board of Supervisors for approval concurrent with the award of this project. The contractor, American Asphalt South, Inc., is qualified to perform the work as outlined in the bid, has executed the contract, and has provided bonds and insurance documents that meet the requirements of the Contract.

Project Numbers:     D3-0009 and D3-0010 (Slurry Seal)  
                              D3-0014 and D3-0015 (Curb Ramps)

**Impact on Residents and Businesses**

The Slurry Seal treatment will extend the life of the pavement thereby reducing the need for more extensive types of resurfacing that can be up to ten times more costly.

The reconstruction of curb ramps is expected to improve the access and safety of disabled persons using the pedestrian facilities along the roadways. In addition, bringing the curb ramps up to current accessibility standards contributes toward fulfilling the County Transportation Department's goals as stated in its ADA Self-Evaluation and Transition Plan as required by Title II of the Americans with Disabilities Act (ADA). Work is expected to begin in October of 2022 and will take approximately three months to complete.

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

**Additional Fiscal Information**

The Contract is recommended to be awarded to American Asphalt South, Inc. for the total amount of \$1,993,474. The slurry seal and curb ramps accessibility Contract is funded with Gas Tax/SB-1, Measure A/Western, Measure A/Coachella Valley, and City of Desert Hot Springs funds. The proposed budget as shown on Attachment "A" includes Contract award amount and other associated costs. There are no General Funds used in this project.

**Contract History and Price Reasonableness**

Three bids were received on Wednesday July 13, 2022, ranging from \$1,993,474 to \$2,575,994.

The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by American Asphalt South, Inc. in the amount of \$1,993,474 which is \$305,066 (18%) above the Engineer's Estimate. The Transportation Department recommends award of the contract to American Asphalt South, Inc. in the amount of \$1,993,474.

**ATTACHMENTS:**

Vicinity Map  
Attachment "1" – List of Roads  
Attachment "2" – List of ADA Ramps  
Attachment "A"  
Summary of Bids  
Addendum No. 1  
Contract/Bonds/Insurance  
Contractor's Bid Proposal

  
Scott Brukner 9/6/2022





Mark Lancaster, P.E.  
Director of Transportation

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

### Transportation Department

Mojahed Salama, P.E.  
Deputy for  
Transportation/Capital Projects  
Richard Lantis, P.L.S.  
Deputy for  
Transportation/Planning and

#### ADDENDUM NUMBER 1

Dated June 23, 2022

to the  
Specifications and Contract Documents  
for the construction of

Slurry Seal and Curb Ramp Accessibility Project  
For Fiscal Year 2022 - 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

**Bids Due: Wednesday, July 13, 2022; 2:00 p.m.**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street, Riverside, CA 92501  
(951) 955-6780

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

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

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

#### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

##### **Item 1: Revised Proposal**

Refer to "Proposal" pages B2-B4. Delete and replace "Proposal" (pages B2-B4) with "Proposal (Revised)" attached herewith as **Attachment "A"**.

**Note: Revisions made to the proposal by Addendum No. 1 are written with blue font/numbers in Attachment "A".**

a. The following bid item has been incorporated in the proposal:

Item 12.A, CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM (COZEEP)

b. Estimated Quantity has been revised for the following bid items:

Item 16, MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)

Item 19, REPLACE ASPHALT CONCRETE SURFACING

3525 14<sup>th</sup> Street · Riverside, CA 92501 · (951) 955-6800  
FAX (951) 955-3164

ADDENDUM No. 1, Page 1 of 9

c. The following bid items have been deleted from the proposal:

- Item 17, MINOR CONCRETE (SPANDREL) (CRS 209)
- Item 18, MINOR CONCRETE (CURB RAMP) (CALTRANS - CASE F)

**Item 3: Commercial General Liability Insurance Coverage Amounts**

Refer to section 4, "Insurance and Hold Harmless", on pages GC6 through GC10 of the General Conditions.

Delete the Commercial General Liability insurance coverage amounts found on page GC7 of the General Conditions and replace them with the following:

Commercial General Liability insurance coverage amounts are not to be less than the following:

- \$2,000,000 each occurrence
- \$4,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

**Item 4: Construction Zone Enhanced Enforcement Program (COZEEP):** Add Section 00-1.23, "Construction Zone Enhanced Enforcement Program (COZEEP)," to the special provisions. The following special provisions are added and made a part hereby:

**00-1.23 CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP):**

COZEEP improves project safety through the use of supplemental California Highway Patrol Units to assist in the management of traffic passing through the construction zone. COZEEP involves the presence of the CHP in certain construction zones to serve as a reminder to the public to slow down, observe construction zone signs, and use care while driving through the work zone.

COZEEP shall be considered when above normal traffic problems are anticipated or unique conditions warrant additional public or worker protection.

The Contractor shall coordinate with the Resident Engineer when COZEEP services are needed from the California Highway Patrol, or as otherwise directed by the Resident Engineer.

Payment

Contractor shall pay COZEEP service fee to California Highway Patrol (CHP) when service is rendered and County will reimburse this payment to Contractor.

Full compensation for the actual cost of COZEEP fees, as paid by the Contractor to California Highway Patrol, shall be included in the price paid on Force Account basis for Construction Zone Enhanced Enforcement Program (COZEEP) in accordance with Section 9-1.04, "Force Account", and these Special Provisions, up to the fixed cost amount. No markups will be allowed. All incidental costs incurred by the Contractor shall be included in the various items of work, and no compensation will be allowed therefor.

### **MODIFICATIONS / CLARIFICATIONS TO THE PLANS**

**Item 6: Plan sheet revisions**

Refer to Plan Sheets for Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 – 2023, District 4 and District 5. The following Plan sheets are revised and made a part herby, and issued as **Attachment “B”**.

**Summary of Modifications Made to Plans**

- Delete and replace sheets **2 and 6 of 23** from the plan set.

On sheet 2 of 23, the Curb Ramps information table has been modified. Curb Ramps locations and/or treatments have been updated. A detail has been added for the curb ramp located at northeast corner of Millard Pass and Cherokee driveway (Cabazon Outlets Mall).

On sheet 6 of 23, only one curb ramp will be required to be reconstructed at Millard Pass.

**Note:** Revised plan sheets are posted on the County website and available for download during the advertisement period.

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

### **ATTACHMENTS**

**A – Revised Proposal (3 pages)**

**B – Revised Plan Sheets (2 sheets)**

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

**Recommended by:**

 \_\_\_\_\_ 6/23/2022

Elmer Datuin, PE  
Engineering Project Manager



**Concurrence:**

 \_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

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

JRJ: jrj:rr

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

**Slurry Seal and Curb Ramp Accessibility Project**  
**For Fiscal Year 2022 - 2023**  
**District 4, Project No. D3-0009, D3-0014**  
**District 5, Project No. D3-0010, D3-0015**

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE - Slurry Seal Project</b>							
1	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)	-----	LS	1		
2	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS	-----	LS	1		
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	-----	EA	4		
4	377501	SLURRY SEAL TYPE 1	Like 1	TON	1,500		
5	377501	SLURRY SEAL TYPE 2	Like 2	TON	289		
6	378000	MICROSURFACING 2	-----	TON	2,180		
7	780433	PAINT CURB (2-COAT)	-----	LF	270		
8	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	3,220		
9	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	143,980		
10	850102(F)	PAVEMENT MARKER (RETROREFLECTIVE)	-----	EA	5,090		
11	010602	MISCELLANEOUS DIRECTED WORK	-----	FA	1	100,000.00	100,000.00
12	010601	OBTAIN ENCROACHMENT PERMIT	-----	FA	1	10,000.00	10,000.00
12.A	066061	CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM (COZEEP)	-----	FA	1	100,000.00	100,000.00

ADDENDUM No. 1, Page 5 of 9

BASE BID

SUB-TOTAL:

\$

ITEMS 1-12.A

"WORDS"

\* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.

**REVISED PROPOSAL**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
----------	-----------	------	----------------	------	--------------------	-------------------------	--------------------

**ALTERNATIVE BID SCHEDULE 1 - Curb Ramp Accessibility Project**

13	150769	REMOVE ASPHALT CONCRETE	----	SQYD	50		
14	390130	HOT MIX ASPHALT	----	TON	17		
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	----	EA	5		
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	----	EA	<b>3</b>		
17	000001	ITEM DELETED PER ADDENDUM No. 1	----	----	----	----	----
18	000001	ITEM DELETED PER ADDENDUM No. 1	----	----	----	----	----

ALT. BID SCH. 1

SUB-TOTAL:

ITEMS 13-18

\_\_\_\_\_ \$ \_\_\_\_\_  
"WORDS"

**ALTERNATIVE BID SCHEDULE 2 - Repair of Existing Asphalt Concrete Surface**

19	390095	REPLACE ASPHALT CONCRETE SURFACING	----	CY	<b>330</b>		
----	--------	------------------------------------	------	----	------------	--	--

ALT. BID SCH. 2

SUB-TOTAL:

ITEM 19

\_\_\_\_\_ \$ \_\_\_\_\_  
"WORDS"

ADDENDUM No. 1, Page 6 of 9

**REVISED PROPOSAL**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>ALTERNATIVE BID SCHEDULE 3 - Slurry Seal Project City of Desert Hot Springs</b>							
20	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)	-----	LS	1		
21	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS	-----	LS	1		
22	377501	SLURRY SEAL TYPE 1	Like 1	TON	22		
23	377501	SLURRY SEAL TYPE 2	Like 2	TON	55		
24	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	110		
25	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	1,670		

ALT. BID SCH. 3

SUB-TOTAL:

ITEMS 20-25

\_\_\_\_\_ \$  
"WORDS"

\* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.

PROJECT TOTAL:

ITEMS 1 - 25

\_\_\_\_\_ \$  
"WORDS"

ADDENDUM No. 1, Page 7 of 9







## Contract

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

### WITNESSETH

#### Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 – 2023, District 4, Project No. D3-0009, D3-0014; District 5, Project No. D3-0010, D3-0015, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### Agreement:

It is agreed by the parties as follows:

##### 1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2018 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(One)**, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

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

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

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

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

4. Compensation

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

**Slurry Seal and Curb Ramp Accessibility Project  
For Fiscal Year 2022 – 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015**

**Contract**

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE - Slurry Seal Project</b>							
1	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)		LS	1	160,000.00	160,000.00
2	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS		LS	1	73,870.00	73,870.00
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN		EA	4	3,500.00	14,000.00
4	377501	SLURRY SEAL TYPE 1	Like 1	TON	1,500	275.20	412,800.00
5	377501	SLURRY SEAL TYPE 2	Like 2	TON	289	298.40	86,237.60
6	378000	MICROSURFACING 2		TON	2,180	237.90	518,622.00
7	780433	PAINT CURB (2-COAT)		LF	270	2.75	742.50
8	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	3,220	13.70	44,114.00
9	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	143,980	0.55	79,189.00
10	850102(F)	PAVEMENT MARKER (RETROREFLECTIVE)		EA	5,090	3.55	18,069.50
11	010602	MISCELLANEOUS DIRECTED WORK		FA	1	100,000.00	100,000.00
12	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00	10,000.00
12.A	066061	CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM (COZEEP)		FA	1	100,000.00	100,000.00

One million, six hundred seventeen thousand, six hundred forty-four dollars  
and sixty cents  
"WORDS"

BASE BID 1:  
ITEMS 1 – 12.A

**\$1,617,644.60**

**Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>ALTERNATIVE BID SCHEDULE 1 - Curb Ramp Accessibility Project</b>							
13	150769	REMOVE ASPHALT CONCRETE		SQYD	50	220.00	11,000.00
14	390130	HOT MIX ASPHALT		TON	17	440.00	7,480.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	5	14,600.00	73,000.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	3	14,600.00	43,800.00
17	000001	ITEM DELETED PER ADDENDUM No. 1	-----	-----	-----	-----	-----
18	000001	ITEM DELETED PER ADDENDUM No. 1	-----	-----	-----	-----	-----

Alt Bid Sch 1: One hundred thirty-five thousand, two hundred eighty dollars and zero cents **\$ 135,280.00**  
 ITEMS 13 – 18 "WORDS"

**ALTERNATIVE BID SCHEDULE 2 - Repair of Existing Asphalt Concrete Surface**

19	390095	REPLACE ASPHALT CONCRETE SURFACING		CY	330	615.00	202,950.00
----	--------	------------------------------------	--	----	-----	--------	------------

Alt Bid Sch 2: Two hundred two thousand, nine hundred fifty dollars and zero cents **\$ 202,950.00**  
 ITEM 19 "WORDS"



**Contract (Continued)**

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>ALTERNATIVE BID SCHEDULE 3 - Slurry Seal Project City of Desert Hot Springs</b>							
20	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)		LS	1	6,932.00	6,932.00
21	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS		LS	1	5,775.00	5,775.00
22	377501	SLURRY SEAL TYPE 1	Like 1	TON	22	275.20	6,054.40
23	377501	SLURRY SEAL TYPE 2	Like 2	TON	55	298.40	16,412.00
24	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	110	13.70	1,507.00
25	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	1,670	0.55	918.50

Alt Bid Sch 3: Thirty-seven thousand, five hundred ninety-eight dollars and ninety cents **\$ 37,598.90**  
 ITEMS 20 – 25 "WORDS"

**PROJECT TOTAL:** One million, nine hundred ninety-three thousand, four hundred seventy-three dollars, and fifty cents **\$ 1,993,473.50**  
 ITEMS 1 - 25 "WORDS"



Slurry Seal and Curb Ramp Accessibility Project  
For Fiscal Year 2022 - 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

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

COUNTY OF RIVERSIDE  
BY: Jeff Hewitt  
JEFF HEWITT  
Chair, Board of Supervisors

AMERICAN ASPHALT SOUTH, INC.

BY: Jeff Petty  
Jeff Petty  
TITLE: President  
(If Corporation, affix seal)

DATED: SEP 13 2022

ATTEST:  
Kecia R. Harper, Clerk of the Board

ATTEST:  
Tim Griffin  
Tim Griffin

BY: [Signature]  
Deputy

TITLE: Secretary

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

License No.: 784969

FORM APPROVED COUNTY COUNSEL  
BY: [Signature]  
DANIELLE D. MALAND

Federal Employer Identification Number:  
94-3324781

Department of Industrial Relations Registration Number:  
1000000645

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

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

SEP 13 2022 3.22

Slurry Seal and Curb Ramp Accessibility Project  
For Fiscal Year 2022 – 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

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

COUNTY OF RIVERSIDE

AMERICAN ASPHALT SOUTH, INC.

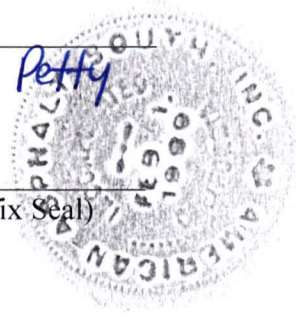
BY: \_\_\_\_\_

BY: JP

Chair, Board of Supervisors

Jeff Petty

TITLE: President  
(If Corporation, affix Seal)



DATED: \_\_\_\_\_

ATTEST:

ATTEST:

Kecia R. Harper, Clerk of the Board

TC Tim Griffin

BY: \_\_\_\_\_

TITLE: Secretary

Deputy

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

License No.: 784969

Federal Employer Identification Number:

94-3324781

Department of Industrial Relations Registration Number:

1000000645

BY \_\_\_\_\_

"County"

\_\_\_\_\_

"Corporation"  
(Seal)

**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
AMERICAN ASPHALT SOUTH, INC.**

The undersigned being all of the members of the Board of Directors of American Asphalt South, Inc., a California corporation ("Company") take the following action by unanimous written consent in lieu of holding a special meeting of the Board are authorized by Section 307(b) of the California Corporations Code and the bylaws of the Company.

The Board notes the need to appoint officers of the Company, to serve at the pleasure of the Board until their respective resignation or removal. Accordingly, the following individuals are appointed to the respective offices indicated effective January 25, 2021:

Chief Executive Officer	–	Allan Henderson
President	–	Jeff Petty
Secretary	–	Tim Griffin
Treasurer	–	Rick Entrikin

This Action by Unanimous Written Consent shall be effective as of January 25, 2021, once executed by all of the Directors listed below. This consent may be executed in counterparts and signatures affixed to it and transmitted electronically or digitally (including via DocuSign or similar service) to legal counsel for the Corporation shall be effective the same as original signatures.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**DIRECTORS:**

DocuSigned by:  
*Allan Henderson*  
EE6298C6F88405  
Allan Henderson

DocuSigned by:  
*Tim Griffin*  
741E90861E9547F  
Tim Griffin

DocuSigned by:  
*Jeff Petty*  
DE34C1093A92458  
Jeff Petty

DocuSigned by:  
*Shel Waggener*  
97142E8C8A0440  
Shel Waggener

\_\_\_\_\_  
Kelly Monaghan

Issued in Duplicate Original  
**Performance Bond**

**Recitals:**

1. **American Asphalt South, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 – 2023, District 4, Project No. D3-0009, D3-0014; District 5, Project No. D3-0010, D3-0015.**
2. Everest Reinsurance Company, a Delaware corporation (Surety), is the Surety under this Bond.

**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,993,473.50 (One million, nine hundred ninety-three thousand, four hundred seventy-three dollars and fifty 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 July 22, 2022

American Asphalt South, Inc

Everest Reinsurance Company

By [Signature]

By [Signature]

By Jeff Petty

Type Name Kathleen Le, Attorney-In-Fact

Title President

Its Attorney in Fact  
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**ACKNOWLEDGMENT**

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

State of California  
County of San Bernardino )

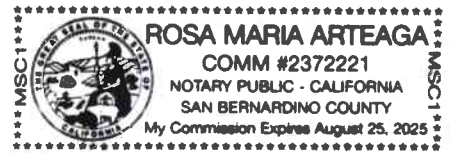
On July 26, 2022 before me, Rosa Maria Arteaga- Notary  
(insert name and title of the officer)

personally appeared Jeff Petty

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 Rosa Maria Arteaga (Seal)

REPUBLICA ARGENTINA  
SECRETARÍA DE ECONOMÍA  
INFORME DE ACTIVIDADES  
ECONÓMICAS  
DEL SECTOR  
INDUSTRIAL  
Y  
COMERCIAL  
DEL  
AÑO 1957



## ACKNOWLEDGMENT

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

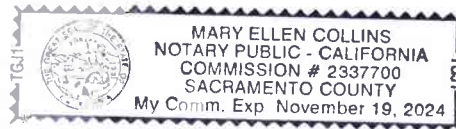
State of California  
County of Sacramento )

On July 22 2022 before me, Mary Ellen Collins, Notary Public  
(insert name and title of the officer)

personally appeared Kathleen Le,  
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  (Seal)



POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS. That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

*Elizabeth Collodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Puala Senna, Pam Sey, Breanna Boatright, and Kathleen Le*

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016

*RESOLVED that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make execute seal and deliver for and on behalf of the Company any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

*RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016



*Nicole Chase*

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

*Anthony Romano*

By Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument, that he knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 22nd day of July 2022.

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

**COMPANY PROFILE**
**Company Information**
**EVEREST REINSURANCE COMPANY**

**100 EVEREST WAY  
WARREN, NJ 07059  
800-269-6660**

**Old Company Names**
**Effective Date**

PRUDENTIAL REINSURANCE COMPANY

04/10/1996

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	26921
California Company ID #:	2259-0
Date Authorized in California:	10/24/1977
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

[back to top](#)
**NAIC Group List**

NAIC Group #: **1120** EVEREST REINS HOLDINGS 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

Issued in Duplicate Original

**Payment Bond**

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

The makers of this Bond are American Asphalt South, Inc. as Principal and Original Contractor and Everest Reinsurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$1,993,473.50 (One million, nine hundred ninety-three thousand, four hundred seventy-three dollars and fifty cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 – 2023, District 4, Project No. D3-0009, D3-0014; District 5, Project No. D3-0010, D3-0015.

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: July 22, 2022

American Asphalt South, Inc.  
Original Contractor – Principal

Everest Reinsurance Company  
Surety

By [Signature]  
Jeff Petty

By [Signature]  
Kathleen Le, Attorney-In-Fact  
Its Attorney In Fact

Title President  
(If corporation, affix seal)

\*Delaware  
(Corporate Seal)

(Corporate Seal)

STATE  
OF \_\_\_\_\_  
COUNTY  
OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

-See Attached - California all Purpose Acknowledgment Complies with Civil Code section 1189.

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).

**ACKNOWLEDGMENT**

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

State of California  
County of San Bernardino)

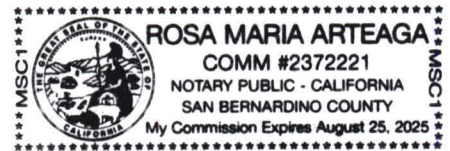
On July 26, 2022 before me, Rosa Maria Arteaga- Notary  
(insert name and title of the officer)

personally appeared Jeff Petty

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 Rosa Maria Arteaga (Seal)

\*\*\*\*\*  
THE OFFICE OF THE  
ATTORNEY GENERAL  
STATE OF TEXAS  
\*\*\*\*\*





## ACKNOWLEDGMENT

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

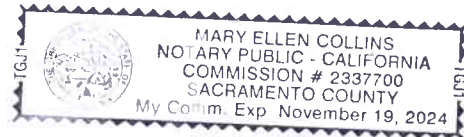
State of California  
County of Sacramento )

On July 22 2022 before me, Mary Ellen Collins, Notary Public  
(insert name and title of the officer)

personally appeared Kathleen Le,  
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  (Seal)





POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

*Elizabeth Colliodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Puala Senna, Pam Sey, Breanna Boatright, and Kathleen Le*

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



*Nicole Chase*

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

*Anthony Romano*

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument, that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 22nd day of July 2022.

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

**COMPANY PROFILE**
**Company Information**
**EVEREST REINSURANCE COMPANY**

**100 EVEREST WAY  
WARREN, NJ 07059  
800-269-6660**

**Old Company Names**
**Effective Date**

PRUDENTIAL REINSURANCE COMPANY 04/10/1996

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	26921
California Company ID #:	2259-0
Date Authorized in California:	10/24/1977
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

[back to top](#)

**NAIC Group List**

NAIC Group #: **1120** EVEREST REINS HOLDINGS 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2022

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

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


<b>PRODUCER</b> InterWest Insurance Services, LLC P.O. Box 8110 Chico CA 95927-8110	<b>CONTACT NAME:</b> Katie Snell	
	<b>PHONE (A/C, No. Ext):</b> 916-609-8374	<b>FAX (A/C, No):</b> 916-609-8374
<b>E-MAIL ADDRESS:</b> ksnell@iwins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Pennsylvania Mfr's Assn Ins Co	<b>License#:</b> 0B01094 <b>AMERASP-02</b>	12262
<b>INSURER B:</b> Travelers Property & Casualty Co of America		25674
<b>INSURER C:</b> Westchester Surplus Lines Ins		10172
<b>INSURER D:</b> Arch Insurance Company		11150
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 985389272      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	3021011368497	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1521011368497	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ZUP71M8933021	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWC19413905	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G70915613003	8/27/2020	8/27/2022	Each Pollution Condit Aggregate Limit Deductible 2,000,000 2,000,000 10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Insured status applies to requested entities, if required by written contract, per the attached policy forms/endorsements. Waiver of subrogation applies to requested entities, if required by written contract, per the attached policy forms/endorsements. Primary non-contributory applies to requested entities, if required by written contract, per the attached policy forms/endorsements.  
 RE: Slurry Seal and Curb Ramp Accessibility Project For Fiscal Year 2022-2023, District 4, Project No. D3-0009, D3-0014 and District 5, Project No. D3-0010, D3-0015. Additional Insured applies to the 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 Desert Hot Springs, its directors, officers, elected and appointed officials, employees, agents and representatives as required by written contract. Primary non-contributory wording applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s). Excess is "Follow Form".

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

Named Insured <b>American Asphalt South, Inc.</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number <b>G70915613 003</b>	Policy Period <b>8/27/2020 To 8/27/2022</b>	Effective Date of Endorsement <b>8/27/2020</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies.

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

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

**ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS**

Named Insured <b>American Asphalt South, Inc.</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number <b>G70915613 003</b>	Policy Period <b>8/27/2020 To 8/27/2022</b>	Effective Date of Endorsement <b>8/27/2020</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE:**

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

As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies.

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

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**Exclusions**

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

Named Insured <b>American Asphalt South, Inc.</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number <b>G70915613 003</b>	Policy Period <b>8/27/2020 To 8/27/2022</b>	Effective Date of Endorsement <b>8/27/2020</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTOR’S POLLUTION LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a.** The additional insured is a named insured under such other insurance; and
- b.** The **named insured** has agreed in a written contract or agreement that this insurance would:
  - (1)** act as primary insurance; and
  - (2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.



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

Named Insured <b>American Asphalt South, Inc.</b>			Endorsement Number
Policy Symbol <b>CPW</b>	Policy Number <b>G70915613 003</b>	Policy Period <b>8/27/2020 To 8/27/2022</b>	Effective Date of Endorsement <b>8/27/2020</b>
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

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

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

<p><b>Named Insured:</b>American Asphalt South, Inc.</p> <p><b>Endorsement Effective Date:</b>12/31/2021</p>
--

#### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b> As required by written contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



**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:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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:**American Asphalt South, Inc.

**Endorsement Effective Date:**12/31/2021

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):** As required by written contract.

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.



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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:** Where required by written contract or Agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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



**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 **INCL** % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS**

**ALL JOBS UNDER CONTRACT**

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

Endorsement Effective 04-01-2022 Policy No. ZAWCI9413905

Endorsement No.

Insured **AMERICAN ASPHALT REPAIR & AMERICAN ASPHALT SOUTH**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By





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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract. If required by your agreement with such Additional Insured, this Insurance shall be primary insurance and non-contributory for that Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4, Other Insurance, subparagraph c., Method of Sharing. The Inclusion of one or more Insured under the terms of this endorsement does not increase our limits of liability.	<b>As Required by Written Contract</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by written contract. If required by your agreement with such Additional Insured, this Insurance shall be primary insurance and non-contributory for that Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4, Other Insurance, subparagraph c., Method of Sharing. The Inclusion of one or more Insured under the terms of this endorsement does not increase our limits of liability.	As Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**
**Company Information**
**EVEREST REINSURANCE COMPANY**

**100 EVEREST WAY  
WARREN, NJ 07059  
800-269-6660**

**Old Company Names**
**Effective Date**

PRUDENTIAL REINSURANCE COMPANY	04/10/1996
--------------------------------	------------

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	26921
California Company ID #:	2259-0
Date Authorized in California:	10/24/1977
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

[back to top](#)

**NAIC Group List**

NAIC Group #:	<b>1120</b>	EVEREST REINS HOLDINGS 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

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

**COMPANY PROFILE**

**Company Information**

**PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY**

**380 SENTRY PKWY  
BLUE BELL, PA 19422-0754  
800-222-2749**

**Old Company Names**

**Effective Date**

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	12262
California Company ID #:	2241-8
Date Authorized in California:	05/13/1977
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

[back to top](#)

**NAIC Group List**

NAIC Group #: **0150** OLD REPUBLIC 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
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)



**Company Profile**

- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

**Financial Statements PDF's**

- Annual Statements
- Quarterly Statements

**Company Complaint**

- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

**Additional Info**

- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

**ONE TOWER SQUARE  
HARTFORD, CT 06183  
866-336-2077**

**Old Company Names**

**Effective Date**

TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE) 01/12/2005

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	25674
California Company ID #:	2495-0
Date Authorized in California:	04/16/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)

**NAIC Group List**

NAIC Group #: **3548** Travelers 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
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)

United National Insurance Company (Pennsylvania)	07/28/1995
United Specialty Insurance Company (Delaware)	05/07/2008
Vault E&S Insurance Company (Arkansas)	12/05/2019
Voyager Indemnity Insurance Company (Georgia)	12/22/1995
Watford Specialty Insurance Company (New Jersey)	04/02/2019
Westchester Surplus Lines Insurance Company (Georgia)	06/30/1995
Western World Insurance Company (New Hampshire)	06/30/1995

[Back to Top](#)

Translate this page with  Google Translate





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

**COMPANY PROFILE**

**Company Information**

**ARCH INSURANCE COMPANY**  
**210 HUDSON STREET, SUITE 300 HARBORSIDE 3**  
**JERSEY CITY, NJ 07311**  
**877-688-2724**

**Old Company Names**

**Effective Date**

FIRST AMERICAN INSURANCE COMPANY	01/05/1987
FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN FIRST INSURANCE COMPANY	11/06/2002

**Agent For Service**

Karissa Lowry  
 2710 Gateway Oaks Dr.,  
 Ste. 150N  
 Sacramento CA 95833-3505

**Reference Information**

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

[back to top](#)

**NAIC Group List**

NAIC Group #: [1279](#) Arch Ins Grp

**Lines Of Business**

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)



**POLICY DECLARATIONS  
EXCESS FOLLOW-FORM AND UMBRELLA  
LIABILITY INSURANCE POLICY**

**POLICY NO.:** ZUP-71M89330-21-NF  
**ISSUE DATE:** 01/07/22

**INSURING COMPANY:** TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**1. NAMED INSURED AND MAILING ADDRESS:**

AMERICAN ASPHALT REPAIR & RESURFACING  
CO., INC.  
24200 CLAWITER RD  
HAYWARD CA 94545

**2. POLICY PERIOD:** From 12/31/2021 to 12/31/2022 12:01 A.M. Standard Time at your mailing address.

**3. LIMITS OF INSURANCE**

COVERAGES	LIMITS OF LIABILITY	
<b>AGGREGATE LIMITS OF LIABILITY</b>	\$6,000,000	<b>General Aggregate</b>
	\$6,000,000	<b>Products-Completed Operations Aggregate</b>
<b>EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY</b>	\$6,000,000	<b>Occurrence Limit</b>
<b>CRISIS MANAGEMENT SERVICE EXPENSES</b>	\$60,000	<b>all Crisis Management Events</b>
<b>4. SELF INSURED RETENTION:</b>	\$	<b>any one occurrence or event</b>

**5. PREMIUM:** \$393,772.00       Flat Charge       Adjustable (See Premium Schedule)

**6. TAXES AND SURCHARGES:** \$

**7.** On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

**8.** If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

**COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.**

**9.** If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

**DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.**

**NAME AND ADDRESS OF AGENT OR BROKER:**  
INTERWEST - SACRAMENTO  
8950 CAL CENTER DR BLDG 3  
STE 200  
SACRAMENTO CA 95826

**COUNTERSIGNED BY:**

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

**Date:** \_\_\_\_\_

**OFFICE:** SAN FRANCISCO, CA

**POLICY NUMBER:** ZUP-71M89330-21-NF**EFFECTIVE DATE:** 12/31/21**ISSUE DATE:** 01/07/22**LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS**

This listing shows the number of forms, schedules and endorsements by line of business.

DO 10 1 01 15 DISCLOSURE NOTICE - FEDERAL TERRORISM RISK INSURANCE ACT -  
REJECTION OF OUR OFFER OF COVERAGE  
EU 00 02 09 20 POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA  
LIABILITY POLICY  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

## UMBRELLA/EXCESS

EU 00 01 07 16 EXCESS FOLLOW FORM AND UMBRELLA LIABILITY INSURANCE  
COVERAGE FORM  
EU 00 03 08 18 SCHEDULE OF UNDERLYING INSURANCE  
EU 00 04 07 16 SCHEDULE OF UNDERLYING INSURANCE - CONTINUED  
EU 00 08 07 16 EXCLUSION OF CERTIFIED ACTS OF TERRORISM & EXCLUSION OF  
OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE US  
EU 00 33 11 16 CALIFORNIA CHANGES  
EU 01 00 05 19 ABUSE OR MOLESTATION EXCLUSION - COVERAGE B  
EU 01 06 07 16 ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL  
INFORMATION EXCLUSION - COVERAGE A  
EU 01 08 07 16 ADVERTISING INJURY EXCLUSION - COVERAGE B  
EU 01 37 07 16 COMMUNICABLE DISEASE EXCLUSION - COVERAGES A AND B  
EU 01 44 07 16 COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED  
ORGANIZATIONS  
EU 01 46 08 16 CROSS SUITS LIABILITY EXCLUSION - COVERAGES A AND B  
EU 01 48 08 18 DAMAGE TO PROPERTY EXCLUSION - COVERAGE A  
EU 01 52 08 18 DESIGNATED EXPOSURE EXCLUSION - COVERAGES A AND B  
EU 01 64 08 18 DISCRIMINATION EXCLUSION - COVERAGES A AND B  
EU 01 77 07 16 EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION-COVERAGES  
A AND B  
EU 01 89 07 16 FUNGI OR BACTERIA EXCLUSION - COVERAGES A AND B  
EU 01 99 07 16 LEAD EXCLUSION - COVERAGES A AND B  
EU 02 09 08 18 NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) - COVERAGES  
A AND B  
EU 02 19 08 18 POLLUTION EXCLUSION WITH EXCEPTION FOR HOSTILE FIRE -  
COVERAGE A  
EU 02 34 07 16 AMENDMENT OF COVERAGE - DEFINITIONS  
EU 02 36 08 18 IDENTIFIED CONTRACTORS HAZARDS EXCLUSION - COVERAGE B  
EU 02 53 07 16 PUNITIVE DAMAGES EXCLUSION - COVERAGES A AND B - CALIFORNIA  
EU 02 76 07 16 SILICA OR SILICA RELATED DUST EXCLUSION - COVERAGES A AND B  
EU 02 86 09 20 UNMANNED AIRCRAFT EXCLUSION - COVERAGES A AND B  
EU 02 87 07 16 UNSOLICITED COMMUNICATION EXCLUSION - COVERAGE A  
EU 02 99 06 17 RESIDENTIAL CONSTRUCTION EXCLUSION-COVERAGE B  
EU 03 00 11 16 PERSONAL INJURY EXCLUSION - COVERAGE B  
EU 03 02 03 17 FOLLOW-FORM LIMITATION-COVERAGE B

## EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

**THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.**

**COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.**

**PLEASE READ THE ENTIRE POLICY CAREFULLY.**

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.**

### **SECTION I - COVERAGES**

#### **A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY**

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

- (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:  
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

**Commercial General Liability**

Carrier: PMA INSURANCE GROUP  
  
Policy Number: AS PER SCHEDULE ON FILE WITH THE COMPANY  
  
Policy Period  
From: 12/31/2021  
to: 12/31/2022

**Limits Of Liability**

General Aggregate \$2,000,000  
  
Products-Completed Operations Aggregate \$2,000,000  
  
Personal and Advertising Injury \$1,000,000  
  
Each Occurrence \$1,000,000

**Automobile Liability**

Carrier: PMA INSURANCE GROUP  
  
Policy Number: AS PER SCHEDULE ON FILE WITH THE COMPANY  
  
Policy Period  
From: 12/31/2021  
to: 12/31/2022

**Limits Of Liability**

Bodily Injury And Property Damage Combined Single Limit \$1,000,000  
  
Bodily Injury Each Person \$  
  
Bodily Injury Each Accident \$  
  
Property Damage Each Accident \$

**Employers Liability**

Carrier: ARCH INSURANCE COMPANY  
  
Policy Number: AS PER SCHEDULE ON FILE WITH THE COMPANY  
  
Policy Period  
From: 04/01/2021  
to: 04/01/2022

**Limits Of Liability**

Bodily Injury By Accident  
Each Accident \$1,000,000\*  
  
Bodily Injury By Disease  
  
Policy Limit \$1,000,000\*  
Each Employee \$1,000,000\*

\*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

PRODUCER: INTERWEST - SACRAMENTO

OFFICE: SAN FRANCISCO, CA

POLICY NUMBER: ZUP-71M89330-21-NF

UMBRELLA  
ISSUE DATE: 01/07/22

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

## **SCHEDULE OF UNDERLYING INSURANCE – CONTINUED**

This endorsement modifies insurance provided under the following:  
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

<b>Type Of Coverage:</b>	EMPLOYEE BENEFITS LIABILITY	<b>Limits Of Liability</b>
Carrier:	PMA INSURANCE GROUP	\$1,000,000 EACH CLAIM

Policy Number:	AS PER SCHEDULE ON FILE WITH THE COMPANY
----------------	--

Policy Period  
From: 10/01/2021  
to: 10/01/2022

<b>Type Of Coverage:</b>	<b>Limits Of Liability</b>
Carrier:	

Policy Number:

Policy Period  
From:  
to:

<b>Type Of Coverage:</b>	<b>Limits Of Liability</b>
Carrier:	

Policy Number:

Policy Period  
From:  
to:

# COMMON POLICY DECLARATIONS

POLICY NO. 302101-13-68-49-7

**NAMED INSURED**

AMERICAN ASPHALT REPAIR AND  
RESURFACING COMPANY IN  
24200 CLAWITER RD  
HAYWARD CA 94545

**PRODUCER'S NAME**

INTERWEST INSURANCE SERVICES, LLC  
P.O. BOX 255188  
SACRAMENTO CA 95865-5188

POLICY PERIOD: FROM 12-31-2021 TO: 12-31-2022  
12:01 A.M. Standard Time at your mailing address shown above.

**BUSINESS DESCRIPTION:**

NAMED INSURED IS: CORPORATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$	218,137.00

The PMA Insurance Group  
380 Sentry Parkway  
P.O. Box 3031  
Blue Bell, PA 19422-0754  
(888) 476-2669

**TOTAL \$ 218,137.00**

**FORMS APPLICABLE TO ALL COVERAGE PARTS:**

SEE SCHEDULE OF ENDORSEMENTS

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

SCHEDULE OF NAMED INSURED(S)

Policy Number

302101-13-68-49-7

**PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY**

Named Insured AMERICAN ASPHALT REPAIR AND

Effective Date: 12-31-21  
12:01 A.M., Standard Time

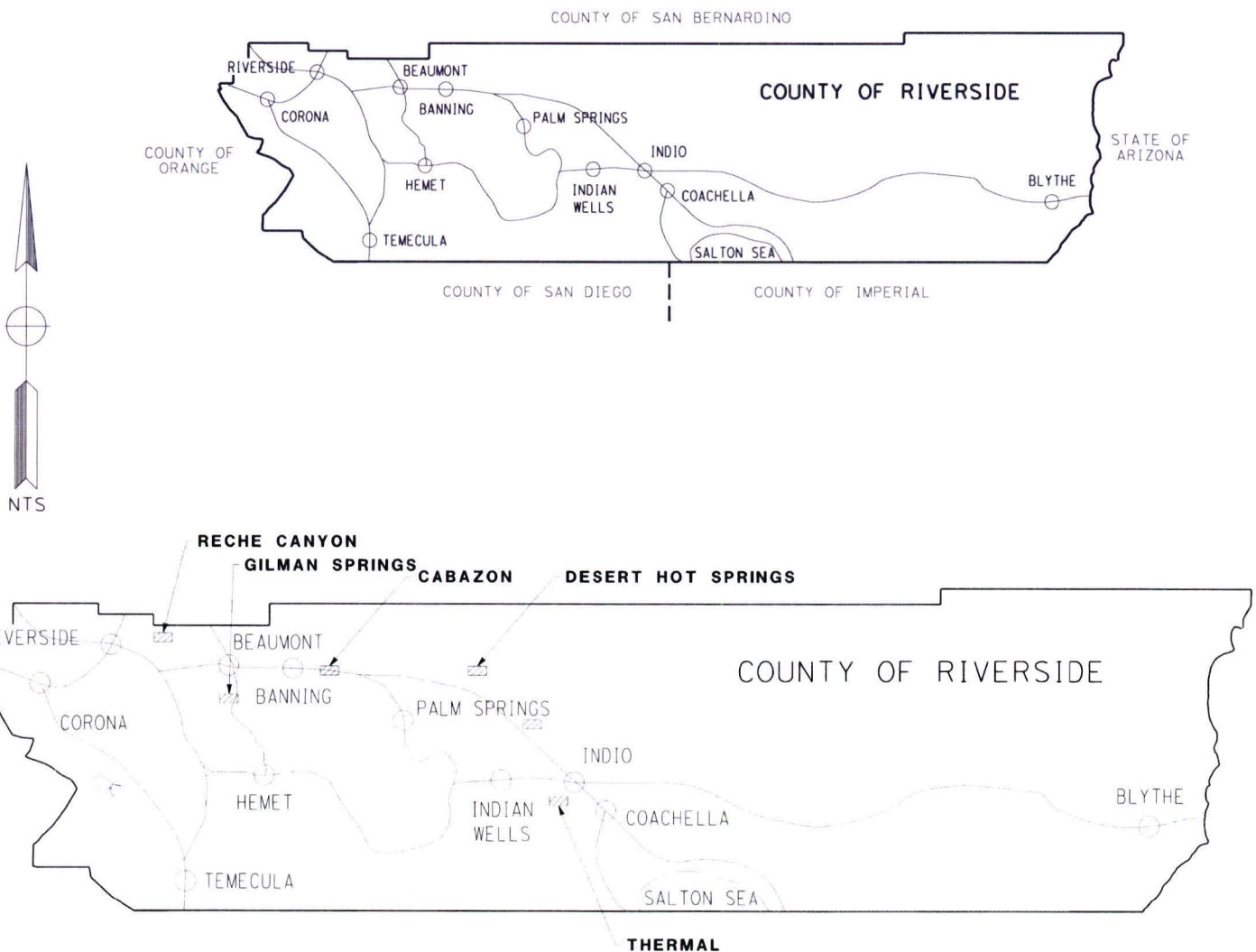
AMERICAN ASPHALT & RESURFACING CO., INC.  
AMERICAN ASPHALT SOUTH, INC.



**C O U N T Y O F R I V E R S I D E  
T R A N S P O R T A T I O N D E P A R T M E N T**

**SLURRY SEAL and  
CURB RAMP ACCESSIBILITY PROJECT  
FOR FISCAL YEAR 2022 - 2023**

**DISTRICT 4, PROJECT No. D3-0009, D3-0014  
DISTRICT 5, PROJECT No. D3-0010, D3-0015**



**VICINITY MAP**

**SLURRY SEAL PROJECT, FY 2022-2023, DISTRICT 4 AND 5**  
**LIST OF ROADS**

No.	RD BK PAGE	SUPV. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	TREATMENT DESCRIPTION
				From	To			
1	219	4	AIRPORT BLVD	VANBUREN ST	HARRISON ST	5,292	40	Microsurface2
2	171	4	AVENIDA ATEZADA	CAMINO AVENTURA	CAMINO CAMPESINO	1,075	35	Slurry Seal Type I
3	171	4	AVENIDA ATEZADA	CAMINO CAMPESINO	929' N CAMINO CAMPESINO	929	35	Slurry Seal Type I
4	171	4	AVENIDA ATEZADA	CAMINO IDILIO	CAMINO AVENTURA	1,279	35	Slurry Seal Type I
5	171	4	AVENIDA ATEZADA	CAMINO SILVOSO	CAMINO IDILIO	971	35	Slurry Seal Type I
6	171	4	AVENIDA DESCANSO	AVENIDA CAMPESINO	AVENIDA CAMPANERO	1,274	12	Slurry Seal Type I
7	171	4	AVENIDA DESCANSO	CAMINO AVENTURA	CAMINO CAMPESINO	1,290	12	Slurry Seal Type I
8	171	4	AVENIDA DESCANSO	CAMINO IDILIO	CAMINO AVENTURA	1,282	34	Slurry Seal Type I
9	171	4	AVENIDA DESCANSO	DILLON RD	CAMINO IDILIO	1,275	37	Slurry Seal Type I
10	171	4	AVENIDA FLORENCITA	CAMINO AVENTURA	CAMINO CAMPESINO	1,293	35	Slurry Seal Type I
11	171	4	AVENIDA FLORENCITA	CAMINO CAMPESINO	CAMINO CAMPANERO	1,288	35	Slurry Seal Type I
12	171	4	AVENIDA GRACIA	CAMINO IDILIO	810' N CAMINO IDILIO	810	35	Slurry Seal Type I
13	171	4	AVENIDA MANZANA	CAMINO AVENTURA	CAMINO CAMPESINO	1,296	34	Slurry Seal Type I
14	171	4	AVENIDA MANZANA	CAMINO CAMPESINO	CAMINO CAMPANERO	1,278	32	Slurry Seal Type I
15	171	4	AVENIDA MANZANA	CAMINO IDILIO	CAMINO AVENTURA	1,289	34	Slurry Seal Type I
16	171	4	AVENIDA MANZANA	DILLON RD	CAMINO IDILIO	1,289	35	Slurry Seal Type I
17	171	4	AVENIDA MERCED	CAMINO CAMPESINO	958' N CAMINO CAMPESINO	958	31	Slurry Seal Type I
18	171	4	AVENIDA MERCED	CAMINO SILVOSO	CAMINO AVENTURA	2,283	35	Slurry Seal Type I
19	171	4	AVENIDA MIROLA	CAMINO CAMPESINO	932' N CAMINO CAMPESINO	932	35	Slurry Seal Type I
20	171	4	AVENIDA MIROLA	CAMINO IDILIO	CAMINO CAMPESINO	2,394	35	Slurry Seal Type I
21	171	4	AVENIDA MIROLA	CAMINO SILVOSO	CAMINO IDILIO	970	35	Slurry Seal Type I
22	171	4	AVENIDA MONTEFLORA	CAMINO AVENTURA	CAMINO CAMPESINO	1,322	35	Slurry Seal Type I
23	171	4	AVENIDA MONTEFLORA	CAMINO CAMPESINO	CAMINO CAMPANERO	1,277	35	Slurry Seal Type I
24	171	4	AVENIDA MONTEFLORA	CAMINO IDILIO	CAMINO AVENTURA	1,275	35	Slurry Seal Type I
25	171	4	AVENIDA RAMADA	CAMINO AVENTURA	CAMINO CAMPESINO	1,281	35	Slurry Seal Type I
26	171	4	AVENIDA RAMADA	CAMINO CAMPESINO	CAMINO CAMPANERO	1,315	35	Slurry Seal Type I
27	171	4	AVENIDA RAMADA	CAMINO IDILIO	CAMINO AVENTURA	1,270	35	Slurry Seal Type I
28	171	4	AVENIDA RAMBLA	CAMINO AVENTURA	2064' N CAMINO AVENTURA	2,064	35	Slurry Seal Type I
29	171	4	AVENIDA RAMBLA	CAMINO SILVOSO	CAMINO AVENTURA	2,285	35	Slurry Seal Type I
30	171	4	CAMINO AVENTURA	AVENIDA DESCANSO	AVENIDA MANZANA	1,244	37	Slurry Seal Type II
31	171	4	CAMINO AVENTURA	AVENIDA MANZANA	BUBBLING WELLS RD	2,660	36	Slurry Seal Type II
32	171	4	CAMINO AVENTURA	PALM DR	AVENIDA DESCANSO	1,245	16	Slurry Seal Type II
33	171	4	CAMINO CAMPANERO	AVENIDA DESCANSO	AVENIDA MANZANA	1,238	29	Slurry Seal Type II
34	171	4	CAMINO CAMPANERO	AVENIDA MANZANA	BUBBLING WELLS RD	2,640	30	Slurry Seal Type II
35	171	4	CAMINO CAMPESINO	AVENIDA DESCANSO	2277' E AVENIDA DESCANSO	2,277	36	Slurry Seal Type I
36	171	4	CAMINO CAMPESINO	AVENIDA MERCED	BUBBLING WELLS RD	1,203	60	Slurry Seal Type I
37	171	4	CAMINO IDILIO	AVENIDA GRACIA	BUBBLING WELLS RD	1,455	35	Slurry Seal Type I
38	171	4	CAMINO IDILIO	AVENIDA MANZANA	AVENIDA GRACIA	1,191	34	Slurry Seal Type I
39	171	4	CAMINO IDILIO	PALM DR	AVENIDA MANZANA	2,497	29	Slurry Seal Type I
40	171	4	CAMINO SILVOSO	CARLOS ST	BUBBLING WELLS RD	1,296	35	Slurry Seal Type I

**SLURRY SEAL PROJECT, FY 2022-2023, DISTRICT 4 AND 5**  
**LIST OF ROADS**

No.	RD BK PAGE	SUPV. DIST.	ROAD NAME	LIMITS		Length (FT)	Width (FT)	TREATMENT DESCRIPTION
				From	To			
41	171	4	CARLOS ST	DILLON RD	CAMINO SILVOSO	249	29	Slurry Seal Type I
42	98	5	GILMAN SPRINGS RD	2251' W SH-79 I S/B RAMP	5881' W SH-79 I S/B RAMP	3,630	30	Microsurface2
43	98	5	GILMAN SPRINGS RD	5149' SE BRIDGE ST	BRIDGE ST	5,149	32	Microsurface2
44	98	5	GILMAN SPRINGS RD	5881' W SH-79 I S/B RAMP	5149' SE BRIDGE ST	4,471	32	Microsurface2
45	98	5	GILMAN SPRINGS RD	625' W SH-79 I SB RAMP	2251' W SH-79 I SB RAMP	1,626	56	Microsurface2
46	98	5	GILMAN SPRINGS RD	SH-79 I SB RAMP	625' W SH-79 I SB RAMP	625	56	Microsurface2
47	98	5	GILMAN SPRINGS RD	SH-79 C/L BRIDGE	SH-79 I SB RAMP	423	56	Microsurface2
48	139	5	MILLARD PASS	1056' N SEMINOLE DR	NAPA PL	1,047	22	Slurry Seal Type II
49	139	5	MILLARD PASS	NAPA PL	886' N NAPA PL	886	22	Slurry Seal Type II
50	139	5	MILLARD PASS	SEMINOLE DR	1056' N SEMINOLE DR	1,056	67	Slurry Seal Type II
51	46	5	RECHE CANYON RD	1162' N MERCADANTE LN	RECHE VISTA DR	2,163	46	Microsurface2
52	45	5	RECHE CANYON RD	1853' NW KEISSEL RD	1162' N MERCADANTE LN	3,859	40	Microsurface2
53	45	5	RECHE CANYON RD	1957' NW CENTER ST	4000' SE CENTER ST	5,957	33	Microsurface2
54	45	5	RECHE CANYON RD	4000' SE CENTER ST	1853' NW KEISSEL RD	5,667	33	Microsurface2
55	46	5	RECHE VISTA DR	RECHE CANYON RD	COUNTRY RD	6,267	27	Microsurface2
56	171	4	VIA CORTO	DILLON RD	VIA CORTO WEST	416	28	Slurry Seal Type I
57	171	4	VIA CORTO E	CAMINO IDILIO	CAMINO AVENTURA	1,284	35	Slurry Seal Type I
58	171	4	VIA CORTO E	VIACORTO	CAMINO IDILIO	1,027	27	Slurry Seal Type I
59	171	4	VIA CORTO W	CAMINO IDILIO	CAMINO AVENTURA	1,297	35	Slurry Seal Type I
60	171	4	VIA CORTO W	VIACORTO	CAMINO IDILIO	1,025	27	Slurry Seal Type I
61	171	4	VIA EL RANCHO	CAMINO IDILIO	CAMINO AVENTURA	1,288	34	Slurry Seal Type I
62	171	4	VIA MONTANA	CAMINO AVENTURA	CAMINO CAMPESINO	1,295	35	Slurry Seal Type I
63	171	4	VIA MONTANA	CAMINO CAMPESINO	CAMINO CAMPANERO	1,287	37	Slurry Seal Type I
64	171	4	VIA MONTANA	CAMINO IDILIO	CAMINO AVENTURA	1,303	37	Slurry Seal Type I
65	171	4	VIA MONTANA	VIAQUEDO	CAMINO IDILIO	1,067	31	Slurry Seal Type I
66	171	4	VIA QUEDO	CAMINO AVENTURA	CAMINO CAMPESINO	1,294	32	Slurry Seal Type I
67	171	4	VIA QUEDO	CAMINO CAMPESINO	CAMINO CAMPANERO	1,278	30	Slurry Seal Type I
68	171	4	VIA QUEDO	CAMINO IDILIO	CAMINO AVENTURA	1,278	35	Slurry Seal Type I
69	171	4	VIA QUEDO	DILLON RD	VIA VISTA	414	32	Slurry Seal Type I
70	171	4	VIA VISTA	CAMINO AVENTURA	CAMINO CAMPESINO	1,298	34	Slurry Seal Type I
71	171	4	VIA VISTA	CAMINO CAMPESINO	CAMINO CAMPANERO	1,284	37	Slurry Seal Type I
72	171	4	VIA VISTA	CAMINO IDILIO	CAMINO AVENTURA	1,303	35	Slurry Seal Type I
73	171	4	VIA VISTA	VIAQUEDO	CAMINO IDILIO	1,033	31	Slurry Seal Type I
<b>CITY OF DESERT HOT SPRINGS</b>								
74	171	4	AVENIDA DESCANSO	CAMINO AVENTURA	CAMINO CAMPESINO	1,290	12	Slurry Seal Type I
75	171	4	AVENIDA DESCANSO	AVENIDA CAMPESINO	AVENIDA CAMPANERO	1,274	12	Slurry Seal Type I
76	171	4	CAMINO CAMPESINO	AVENIDA DESCANSO	AVENIDA MANZANA	1,238	29	Slurry Seal Type II
77	171	4	CAMINO AVENTURA	PALM DR	AVENIDA DESCANSO	1,245	16	Slurry Seal Type II

**CURB RAMP ACESSISBILITY PROJECT, FY 2022-2023, DISTRICT 4 AND 5**  
**LIST OF CURB RAMPS**

<b>No.</b>	<b>DIST.</b>	<b>MAJOR STREET</b>	<b>MINOR STREET</b>	<b>CORNER</b>	<b>TREATMENT</b>
1	4	AIRPORT BLVD	HARRISON ST	NW	REFER TO PLANS
2	4	CAMINO AVENTURA	VIA VISTA	NW	FULL RECONSTRUCTION
3	4	CAMINO AVENTURA	AVENIDA MANZANA	NE	FULL RECONSTRUCTION
4	4	CAMINO CAMPANERO	AVENIDA MONTEFLORA	SW	FULL RECONSTRUCTION
5	4	CAMINO CAMPANERO	AVENIDA RAMADA	SW	FULL RECONSTRUCTION
6	4	CAMINO CAMPANERO	AVENIDA FLORENCITA	SE	FULL RECONSTRUCTION
7	5	MILLARD PASS	MOJAVE DR	NW	FULL RECONSTRUCTION
8	5	MILLARD PASS	MOJAVE DR	NE	FULL RECONSTRUCTION
9	5	MILLARD PASS	MOJAVE DR	SE	FULL RECONSTRUCTION

# Attachment "A"

Riverside County Transportation Department

Project: **FY22-23 Slurry Seal and Curb Ramp Accessibility Projects**

Project No.(s): **D3-0009, D3-0010, D3-0014, & D3-0015**

Expenses as of: **8/08/2022**

## Project Costs and Budget

Activity	Incurring Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	1,242	858	2,100	3,000	2,000
Design	247,279	4,721	252,000	98,000	252,000
Right-of-way					
Utilities					
Construction		1,993,473	2,192,821	1,629,000	2,193,000
Construction Contingency 10%		199,347			
Construction Engineering & Inspection	4,321	329,215	333,093	252,000	334,000
Construction Survey		2,000	2,000	4,000	2,000
<b>Totals:</b>	<b>252,842</b>	<b>2,529,615</b>	<b>2,782,013</b>	<b>1,989,000</b>	<b>2,783,700</b>

## Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	811,000	1,082,101
300	Measure A/Western	163,000	601,000
301	Measure A/Coachella Valley	1,015,000	1,063,000
709	City of Desert Hot Springs		37,599
<b>Totals</b>		<b>1,989,000</b>	<b>2,783,700</b>

## Comments



# Attachment "A"

Riverside County Transportation Department

Project: **Slurry Seal of 5th District Roads - FY2022/2023**

Project No.(s) **D3-0010**

Expenses as of: **8/08/2022**

## Project Costs and Budget

Activity	Incurring Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	365	335	700	1,000	1,000
Design	73,625	1,375	75,000	34,000	75,000
Right-of-way					
Utilities					
Construction		718,238	790,062	575,000	791,000
Construction Contingency 10%		71,824			
Construction Engineering & Inspection	1,785	117,215	119,000	89,000	119,000
Construction Survey		1,000	1,000	1,000	1,000
<b>Totals:</b>	<b>75,775</b>	<b>909,987</b>	<b>985,762</b>	<b>700,000</b>	<b>987,000</b>

## Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	537,000	386,000
300	Measure A/Western	163,000	601,000
<b>Totals</b>		<b>700,000</b>	<b>987,000</b>

## Comments



# Attachment "A"

Riverside County Transportation Department

Project: **Curb Ramps of 4th District - FY2022/2023**

Project No.(s): **D3-0014**

Expenses as of: **8/08/2022**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental					
Design					
Right-of-way					
Utilities					
Construction		98,385	108,224		108,000
Construction Contingency	10%	9,839			
Construction Engineering & Inspection		17,000	17,000		17,000
Construction Survey					
<b>Totals:</b>		<b>125,224</b>	<b>125,224</b>		<b>125,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	-	125,000
<b>Totals</b>			<b>125,000</b>

### Comments

# Attachment "A"

Riverside County Transportation Department

Project: **Curb Ramps of 5th District - FY2022/2023**

Project No.(s): **D3-0015**

Expenses as of: **8/08/2022**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey				3,000	
Environmental	322	378	700	1,000	700
Design	24,245	755	25,000	4,000	25,000
Right-of-way					
Utilities					
Construction		36,895	40,584	39,000	41,000
Construction Contingency 10%		3,689			
Construction Engineering & Inspection		9,000	9,000	6,000	9,000
Construction Survey				1,000	
<b>Totals:</b>	<b>24,567</b>	<b>50,717</b>	<b>75,284</b>	<b>54,000</b>	<b>75,700</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	54,000	75,700
<b>Totals</b>		<b>54,000</b>	<b>75,700</b>

### Comments

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Slurry Seal and Curb Ramp Accessibility Project**  
 For Fiscal Year 2022 - 2023

District 4, Project No. D3-0009, D3-0014  
 District 5, Project No. D3-0010, D3-0015

**Advertised: June 21, 2022 (Agenda Item: 3.27)**  
**Addenda: 1(6/23/2022)**

**Bids Open: 2 pm Date: Wednesday, July 13, 2022**

Company Name	BASE BID SCHEDULE Slurry Seal Project	ALTERNATIVE BID SCHEDULE 1 Curb Ramp Accessibility Project	ALTERNATIVE BID SCHEDULE 2 Repair of Existing Asphalt Concrete Surface	ALTERNATIVE BID SCHEDULE 3 Slurry Seal Project City of Desert Hot Springs	Project Total
<b>COUNTY'S ESTIMATE</b>	1,352,953.00	79,350.00	231,000.00	25,104.50	<b>\$1,688,407.50</b>
<b>1 American Asphalt South</b>	1,617,644.60	135,280.00	202,950.00	37,598.90	<b>\$1,993,473.50</b>
<b>2 Roy Allen Slurry Seal</b>	1,760,454.75	135,296.00	203,280.00	39,410.93	<b>\$2,138,441.68</b>
<b>3 Pavement Coatings Co</b>	2,198,964.60	137,734.00	206,910.00	32,385.40	<b>\$2,575,994.00</b>
<i>Average Bid Prices</i>	<i>\$1,859,021.32</i>	<i>\$136,103.33</i>	<i>\$204,380.00</i>	<i>\$36,465.08</i>	<i>\$2,235,969.73</i>

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Slurry Seal and Curb Ramp Accessibility Project**  
 For Fiscal Year 2022 - 2023  
 District 4, Project No. D3-0009, D3-0014  
 District 5, Project No. D3-0010, D3-0015

Advertised: June 21, 2022 (Agenda Item: 3.27)

Addenda: 1(6/23/2022)

Bids Open: 2 pm Date: Wednesday, July 13, 2022

BASE BID SCHEDULE - Slurry Seal Project		COUNTY'S ESTIMATE				American Asphalt South Riverside, CA 92509			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)		LS	1	49,675.00	49,675.00	160,000.00	160,000.00
2	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS		LS	1	38,280.00	38,280.00	73,870.00	73,870.00
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN		EA	4	5,000.00	20,000.00	3,500.00	14,000.00
4	377501	SLURRY SEAL TYPE 1	Like 1	TON	1,500	240.00	360,000.00	275.20	412,800.00
5	377501	SLURRY SEAL TYPE 2	Like 2	TON	289	240.00	69,360.00	298.40	86,237.60
6	378000	MICROSURFACING 2		TON	2,180	240.00	523,200.00	237.90	518,622.00
7	780433	PAINT CURB (2-COAT)		LF	270	5.00	1,350.00	2.75	742.50
8	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	3,220	4.00	12,880.00	13.70	44,114.00
9	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	143,980	0.35	50,393.00	0.55	79,189.00
10	850102(F)	PAVEMENT MARKER (RETROREFLECTIVE)		EA	5,090	3.50	17,815.00	3.55	18,069.50
11	010602	MISCELLANEOUS DIRECTED WORK		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
12	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00	10,000.00	10,000.00	10,000.00
12.A	066061	CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM (COZEEP)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
<b>BASE BID SCHEDULE SUB - TOTAL</b>							<b>1,352,953.00</b>		<b>1,617,644.60</b>

**ALTERNATIVE BID SCHEDULE 1 - Curb Ramp Accessibility Project**

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
13	150769	REMOVE ASPHALT CONCRETE		SQYD	50	200.00	10,000.00	220.00	11,000.00
14	390130	HOT MIX ASPHALT		TON	17	550.00	9,350.00	440.00	7,480.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	5	7,500.00	37,500.00	14,600.00	73,000.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	3	7,500.00	22,500.00	14,600.00	43,800.00
17	000001	ITEM DELETED PER ADDENDUM No. 1							
18	000001	ITEM DELETED PER ADDENDUM No. 1							
<b>ALT BID SCHEDULE 1 SUB - TOTAL</b>							<b>79,350.00</b>		<b>135,280.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal and Curb Ramp Accessibility Project**

For Fiscal Year 2022 - 2023

District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

Advertised: June 21, 2022 (Agenda Item: 3.27)

Addenda: 1(6/23/2022)

Bids Open: 2 pm Date: Wednesday, July 13, 2022

ALTERNATIVE BID SCHEDULE 2 - Repair of Existing Asphalt Concrete Surface		COUNTY'S ESTIMATE				American Asphalt South Riverside, CA 92509			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	390095	REPLACE ASPHALT CONCRETE SURFACING		CY	330	700.00	231,000.00	615.00	202,950.00
<b>ALT BID SCHEDULE 2 SUB - TOTAL</b>							<b>231,000.00</b>		<b>202,950.00</b>

**ALTERNATIVE BID SCHEDULE 3 - Slurry Seal Project City of Desert Hot Springs**

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)		LS	1	4,900.00	4,900.00	6,932.00	6,932.00
21	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS		LS	1	700.00	700.00	5,775.00	5,775.00
22	377501	SLURRY SEAL TYPE 1	Like 1	TON	22	240.00	5,280.00	275.20	6,054.40
23	377501	SLURRY SEAL TYPE 2	Like 2	TON	55	240.00	13,200.00	298.40	16,412.00
24	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	110	4.00	440.00	13.70	1,507.00
25	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	1,670	0.35	584.50	0.55	918.50
<b>ALT BID SCHEDULE 3 SUB - TOTAL</b>							<b>25,104.50</b>		<b>37,598.90</b>

**PROJECT TOTAL  
ITEMS 1 - 25**

**1,688,407.50**

**1,993,473.50**



**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal and Curb Ramp Accessibility Project**  
For Fiscal Year 2022 - 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

Advertised: June 21, 2022 (Agenda Item: 3.27)

Addenda: 1(6/23/2022)

Bids Open: 2 pm Date: Wednesday, July 13, 2022

BASE BID SCHEDULE - Slurry Seal Project		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)		LS	1	162,180.00	162,180.00	423,000.00	423,000.00
2	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS		LS	1	69,300.00	69,300.00	80,000.00	80,000.00
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN		EA	4	3,600.00	14,400.00	4,500.00	18,000.00
4	377501	SLURRY SEAL TYPE 1	Like 1	TON	1,500	296.29	444,435.00	334.00	501,000.00
5	377501	SLURRY SEAL TYPE 2	Like 2	TON	289	306.25	88,506.25	326.00	94,214.00
6	378000	MICROSURFACING 2		TON	2,180	297.29	648,092.20	347.00	756,460.00
7	780433	PAINT CURB (2-COAT)		LF	270	3.30	891.00	2.60	702.00
8	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	3,220	5.23	16,840.60	4.90	15,778.00
9	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	143,980	0.55	79,189.00	0.52	74,869.60
10	850102(F)	PAVEMENT MARKER (RETROREFLECTIVE)		EA	5,090	5.23	26,620.70	4.90	24,941.00
11	010602	MISCELLANEOUS DIRECTED WORK		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
12	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00	10,000.00	10,000.00	10,000.00
12.A	066061	CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM (COZEEP)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
<b>BASE BID SCHEDULE SUB - TOTAL</b>							<b>1,760,454.75</b>		<b>2,198,964.60</b>

**ALTERNATIVE BID SCHEDULE 1 - Curb Ramp Accessibility Project**

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
13	150769	REMOVE ASPHALT CONCRETE		SQYD	50	220.00	11,000.00	225.00	11,250.00
14	390130	HOT MIX ASPHALT		TON	17	440.00	7,480.00	452.00	7,684.00
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	5	14,602.00	73,010.00	14,850.00	74,250.00
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	3	14,602.00	43,806.00	14,850.00	44,550.00
17	000001	ITEM DELETED PER ADDENDUM No. 1							
18	000001	ITEM DELETED PER ADDENDUM No. 1							
<b>ALT BID SCHEDULE 1 SUB - TOTAL</b>							<b>135,296.00</b>		<b>137,734.00</b>

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Slurry Seal and Curb Ramp Accessibility Project**

For Fiscal Year 2022 - 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

Advertised: June 21, 2022 (Agenda Item: 3.27)

Addenda: 1(6/23/2022)

Bids Open: 2 pm Date: Wednesday, July 13, 2022

ALTERNATIVE BID SCHEDULE 2 - Repair of Existing Asphalt Concrete Surface		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	Roy Allen Slurry Seal Sante Fe Springs, CA 90670	Pavement Coatings Co Jurupa Valley, CA 91752		
						BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
19	390095	REPLACE ASPHALT CONCRETE SURFACING		CY	330	616.00	203,280.00	627.00	206,910.00
		<b>ALT BID SCHEDULE 2 SUB - TOTAL ITEM 19</b>					<b>203,280.00</b>		<b>206,910.00</b>

**ALTERNATIVE BID SCHEDULE 3 - Slurry Seal Project City of Desert Hot Springs**

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)		LS	1	3,738.00	3,738.00	1,100.00	1,100.00
21	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS		LS	1	10,817.00	10,817.00	4,600.00	4,600.00
22	377501	SLURRY SEAL TYPE 1	Like 1	TON	22	296.29	6,518.38	334.00	7,348.00
23	377501	SLURRY SEAL TYPE 2	Like 2	TON	55	306.25	16,843.75	326.00	17,930.00
24	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	110	5.23	575.30	4.90	539.00
25	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	1,670	0.55	918.50	0.52	868.40
		<b>ALT BID SCHEDULE 3 SUB - TOTAL ITEMS 20 - 25</b>					<b>39,410.93</b>		<b>32,385.40</b>

**PROJECT TOTAL  
ITEMS 1 - 25**

**2,138,441.68**

**2,575,994.00**



**Bid**

Date: 7-13-22

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

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

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of **Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 – 2023, District 4, Project No. D3-0009, D3-0014, District 5, Project No. D3-0010, D3-0015** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 2 (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 charged with the costs of the resultant damages to the County publication costs, the difference in money between the amount bid and bid which it costs County to do or cause to be done for the work plus additional salaries and overhead, increased interest and costs of expense, additional engineering and architectural expense and costs of alternate facilities occasioned by the failure to execute and deliver
7. By signing this Bid the Contractor certifies that the representation is true and correct and that the Contractor is not under any legal disability or legal penalty of perjury.

**Clerk of the Board**

**Slurry Seal and Curb Ramp Accessibility Project**

For Fiscal Year 2022 - 2023

District 4, Project No. D3-0009, D3-0014

District 5, Project No. D3-0010, D3-0015

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID SCHEDULE - Slurry Seal Project</b>							
1	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)	----	LS	1	160,000.00	160,000.00
2	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS	----	LS	1	73,870.00	73,870.00
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	----	EA	4	3,500.00	14,000.00
4	377501	SLURRY SEAL TYPE 1	Like 1	TON	1,500	275.20	412,800.00
5	377501	SLURRY SEAL TYPE 2	Like 2	TON	289	298.40	86,237.60
6	378000	MICROSURFACING 2	----	TON	2,180	237.90	518,622.00
7	780433	PAINT CURB (2-COAT)	----	LF	270	2.75	742.50
8	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	3,220	13.70	44,114.00
9	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	143,980	0.55	79,189.00
10	850102(F)	PAVEMENT MARKER (RETROREFLECTIVE)	----	EA	5,090	3.55	18,069.50
11	010602	MISCELLANEOUS DIRECTED WORK	----	FA	1	100,000.00	100,000.00
12	010601	OBTAIN ENCROACHMENT PERMIT	----	FA	1	10,000.00	10,000.00
12.A	066061	CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM (COZEEP)	----	FA	1	100,000.00	100,000.00

BASE BID

SUB-TOTAL: One Million Six hundred Seventeen thousand Six hundred \$ 1,617,644.60

ITEMS 1-12.A Forty Four Dollars Sixty "WORDS" Cents

\* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
----------	-----------	------	----------------	------	--------------------	-------------------------	--------------------

**ALTERNATIVE BID SCHEDULE 1 - Curb Ramp Accessibility Project**

13	150769	REMOVE ASPHALT CONCRETE	----	SQYD	50	220. <sup>00</sup>	1,100. <sup>00</sup>
14	390130	HOT MIX ASPHALT	----	TON	17	440. <sup>00</sup>	7,480. <sup>00</sup>
15	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	----	EA	5	14,600. <sup>00</sup>	73,000. <sup>00</sup>
16	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	----	EA	3	14,600. <sup>00</sup>	43,800. <sup>00</sup>
17	000001	ITEM DELETED PER ADDENDUM No. 1	----	----	----	----	----
18	000001	ITEM DELETED PER ADDENDUM No. 1	----	----	----	----	----

ALT. BID SCH. 1

SUB-TOTAL: one hundred twenty five thousand three hundred eighty dollars \$ 125,380.<sup>00</sup>

ITEMS 13-18 zero cents "WORDS"

**ALTERNATIVE BID SCHEDULE 2 - Repair of Existing Asphalt Concrete Surface**

19	390095	REPLACE ASPHALT CONCRETE SURFACING	----	CY	330	615. <sup>00</sup>	202,950. <sup>00</sup>
----	--------	------------------------------------	------	----	-----	--------------------	------------------------

ALT. BID SCH. 2

SUB-TOTAL: Two hundred two thousand nine hundred fifty dollars zero \$ 202,950.<sup>00</sup>

ITEM 19 cents "WORDS"

**REVISED PROPOSAL**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>ALTERNATIVE BID SCHEDULE 3 - Slurry Seal Project City of Desert Hot Springs</b>							
20	374207	CRACK TREATMENT (ROUT AND SEAL RANDOM CRACKS)	-----	LS	1	6,932. <sup>00</sup>	6,932. <sup>00</sup>
21	150716	REMOVE PAINTED TRAFFIC STRIPE, PAVEMENT MARKING, AND PAVEMENT MARKERS	-----	LS	1	5,775. <sup>00</sup>	5,775. <sup>00</sup>
22	377501	SLURRY SEAL TYPE 1	Like 1	TON	22	275. <sup>20</sup>	6,054. <sup>40</sup>
23	377501	SLURRY SEAL TYPE 2	Like 2	TON	55	298. <sup>40</sup>	16,412. <sup>00</sup>
24	840519(F)	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 3	SQFT	110	13. <sup>70</sup>	1,507. <sup>00</sup>
25	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 4	LF	1,670	0.55	918. <sup>50</sup>

ALT. BID SCH. 3  
SUB-TOTAL:  
ITEMS 20-25

Thirty Seven thousand Five hundred ninety eight \$ 37,598.<sup>90</sup>  
Dollars ninety Cents "WORDS"

\* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.

PROJECT TOTAL:  
ITEMS 1 - 25

one million nine hundred Eight three thousand Five \$ 1,983,573.<sup>50</sup>  
hundred Seventy three Dollars Fifty Cents "WORDS"

### Bidder Data and Signature

Name of Bidder: American Asphalt South, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Jeff Petty - President,  
Tim Griffin - Secretary, Rick Entikiv - Treasurer

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: 19992 El Rivino Road  
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Riverside, CA 92509

P.O. Box- Number: 310036

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

Phone: ( 909 ) 427-8276

Facsimile: ( 909 ) 427-8279

E-mail: Jeffp@americanasphaltsouth.com

Contractor's license number: 784969

License Classification(s): A

Expiration date: 09/30/2022

Department of Industrial Relations Registration Number: 1000000645

**Bidder Data and Signature (continued)**

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

**Slurry Seal and Curb Ramp Accessibility Project**

**For Fiscal Year 2022 - 2023**

**District 4, Project No. D3-0009, D3-0014**

**District 5, Project No. D3-0010, D3-0015**

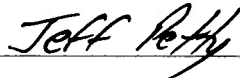
By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

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

Signature:



Name (printed):



Title:



“Contractor”

## Subcontractor List

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

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

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

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	BC TRAFFIC Specialist	877686	1000407561	13261 Garden Grove BLVD. Garden Grove, CA	2, 7-10, 21, 24-25 AC Remove + Replace Striping	<input checked="" type="checkbox"/>
2.	Pavement Rehab Company	1051374	1000064823	810 Mandevilla way Corona, CA	13-16, 19 AC, Concrete	<input checked="" type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

Additional Subcontractor List(s) may be attached to the Bid.  
(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 31.63 %

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 President (Title) of American Asphalt South, Inc. (Company),  
the party making the foregoing bid.

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

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

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

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

July (Month) 8 (Day) of 2022 (Year),

at Riverside (City), California (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.

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 San Bernardino

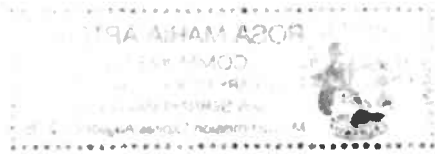
Subscribed and sworn to (or affirmed) before me on this 8th.  
day of July, 2022, by Jeff Petty

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Rosa Maria Arteaga



## Iran Contracting Act

(Public Contract Code sections 2200-2208)

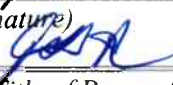
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

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

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

### Option #1 – Certification

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

Contractor Name/Financial Institution (Printed) <i>American Asphalt South, Inc.</i>		Federal ID Number (or n/a) <i>94-3324781</i>
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Jeff Kelly, President</i>		
Date Executed <i>July 8, 2022</i>	Executed in <i>Riverside, California</i>	

### Option #2 – Exemption

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

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

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

# Opt Out of Payment Adjustments for Price Index Fluctuations

## Slurry Seal and Curb Ramp Accessibility Project

For Fiscal Year 2022 - 2023

District 4, Project No. D3-0009, D3-0014

District 5, Project No. D3-0010, D3-0015

To opt out of the payment adjustments for price index fluctuations, as specified in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations," completely fill in, date, sign, and submit this form with the Bid documents.

By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date:

7-13-22

Company Name (Bidder):

American Asphalt South, Inc

Signature:

Jeff A

(Signature of Company's authorized officer or designated representative)

Name (printed):

Jeff Petty

Title:

President

COPY

**Bid Bond**

American Asphalt South, Inc. "Contractor", has  
tited his/her Contractor's Proposal to County of Riverside, "County", for the construction of  
work for Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 - 2023,  
.....ct 4, Project No. D3-0009, D3-0014, District 5, Project No. D3-0010, D3-0015 in accordance with  
a Notice Inviting Bids from the County.

2. Everest Reinsurance Company a Delaware  
corporation, hereafter called "Surety", is the surety of this bond.



**Agreement:**

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

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

Dated: July 5, 2022

Signatures:

Everest Reinsurance Company	American Asphalt South, Inc.
By: 	By:  Jeff Petty
Title: Kathleen Le Attorney in Fact "Surety"	Title: President "Contractor"

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT  
OF \_\_\_\_\_

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

WITNESS my hand and official seal.

-See Attached - California all Purpose Acknowledgment Complies with Civil Code section 1189

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).

## ACKNOWLEDGMENT

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

State of California  
County of Sacramento )

On July 5, 2022 before me, Mary Ellen Collins, Notary Public  
(insert name and title of the officer)

personally appeared Kathleen Le  
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

*M. Collins*

(Seal)



**ACKNOWLEDGMENT**

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

State of California  
County of San Bernardino )

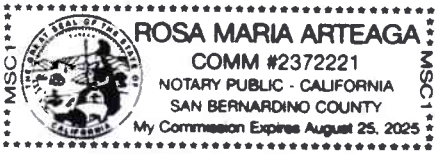
On July 8, 2022 before me, Rosa Maria Arteaga- Notary  
(insert name and title of the officer)

personally appeared Jeff Petty

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 Rosa Maria Arteaga (Seal)

EVEREST

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS That Everest Reinsurance Company, a corporation of the State of Delaware Company, having its principal office located at 477 Mahanville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint

*Elizabeth Collodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, and Kathleen Le*

to be true and lawful Attorney's-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof for the benefit of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and re-locator.

Such bonds and undertakings, when duly executed by the aforesaid Attorney's-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company, Board, on the 28th day of July 2016:

**RESOLVED** that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER** that the President, any Executive Vice President, and any Senior Vice President, and Anthony Romano are hereby authorized to execute powers of attorney, qualifying the attorney named in the given power of attorney to execute on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER** that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company, has caused their corporate seal to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



*Michael Chase*

Attest: Nicole Chase, Assistant Secretary

*Anthony Romano*

By: Anthony Romano, Vice President

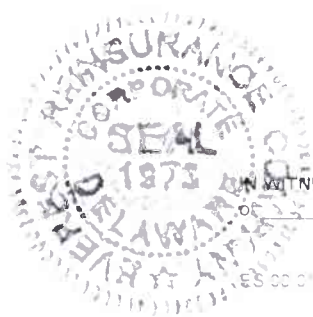
On this 28th day of July 2016, before me personally came Anthony Romano, known to me, and being duly sworn, to execute the above instrument, that he knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal, and was affixed thereto, and that he executed said instrument by the order

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

*Linda Robins*

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at the Liberty Corner, this 5th day of JULY, 2022.



**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
AMERICAN ASPHALT SOUTH, INC.**

The undersigned being all of the members of the Board of Directors of American Asphalt South, Inc., a California corporation ("Company") take the following action by unanimous written consent in lieu of holding a special meeting of the Board are authorized by Section 307(b) of the California Corporations Code and the bylaws of the Company.

The Board notes the need to appoint officers of the Company, to serve at the pleasure of the Board until their respective resignation or removal. Accordingly, the following individuals are appointed to the respective offices indicated effective January 25, 2021:

Chief Executive Officer	–	Allan Henderson
President	–	Jeff Petty
Secretary	–	Tim Griffin
Treasurer	–	Rick Entrikin

This Action by Unanimous Written Consent shall be effective as of January 25, 2021, once executed by all of the Directors listed below. This consent may be executed in counterparts and signatures affixed to it and transmitted electronically or digitally (including via DocuSign or similar service) to legal counsel for the Corporation shall be effective the same as original signatures.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**DIRECTORS:**

DocuSigned by:  
*Allan Henderson*  
EE6249BC6F88405  
Allan Henderson

DocuSigned by:  
*Tim Griffin*  
741E90861E9547F  
Tim Griffin

DocuSigned by:  
*Jeff Petty*  
DE34C1092A92458  
Jeff Petty

DocuSigned by:  
*Shel Waggener*  
921A2ED8C9A0440  
Shel Waggener

Kelly Monaghan



Mark Lancaster, P.E.  
Director of Transportation

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

### Transportation Department

Mojahed Salama, P.E.  
Deputy for  
Transportation/Capital Projects  
Richard Lantis, P.L.S.  
Deputy for  
Transportation/Planning and

#### ADDENDUM NUMBER 1

Dated June 23, 2022

to the  
Specifications and Contract Documents  
for the construction of

Slurry Seal and Curb Ramp Accessibility Project  
For Fiscal Year 2022 - 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

**Bids Due: Wednesday, July 13, 2022; 2:00 p.m.**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780

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

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

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

#### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

##### **Item 1: Revised Proposal**

Refer to "Proposal" pages B2-B4. Delete and replace "Proposal" (pages B2-B4) with "Proposal (Revised)" attached herewith as **Attachment "A"**.

**Note: Revisions made to the proposal by Addendum No. 1 are written with blue font/numbers in Attachment "A".**

- a. The following bid item has been incorporated in the proposal:  
Item 12.A, CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM (COZEEP)
- b. Estimated Quantity has been revised for the following bid items:  
Item 16, MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)  
Item 19, REPLACE ASPHALT CONCRETE SURFACING

c. The following bid items have been deleted from the proposal:

- Item 17, MINOR CONCRETE (SPANDREL) (CRS 209)
- Item 18, MINOR CONCRETE (CURB RAMP) (CALTRANS - CASE F)

**Item 3: Commercial General Liability Insurance Coverage Amounts**

Refer to section 4, "Insurance and Hold Harmless", on pages GC6 through GC10 of the General Conditions.

Delete the Commercial General Liability insurance coverage amounts found on page GC7 of the General Conditions and replace them with the following:

Commercial General Liability insurance coverage amounts are not to be less than the following:

- \$2,000,000 each occurrence
- \$4,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

**Item 4: Construction Zone Enhanced Enforcement Program (COZEEP):** Add Section 00-1.23, "Construction Zone Enhanced Enforcement Program (COZEEP)," to the special provisions. The following special provisions are added and made a part hereby:

**00-1.23 CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP):**

COZEEP improves project safety through the use of supplemental California Highway Patrol Units to assist in the management of traffic passing through the construction zone. COZEEP involves the presence of the CHP in certain construction zones to serve as a reminder to the public to slow down, observe construction zone signs, and use care while driving through the work zone.

COZEEP shall be considered when above normal traffic problems are anticipated or unique conditions warrant additional public or worker protection.

The Contractor shall coordinate with the Resident Engineer when COZEEP services are needed from the California Highway Patrol, or as otherwise directed by the Resident Engineer.

Payment

Contractor shall pay COZEEP service fee to California Highway Patrol (CHP) when service is rendered and County will reimburse this payment to Contractor.

Full compensation for the actual cost of COZEEP fees, as paid by the Contractor to California Highway Patrol, shall be included in the price paid on Force Account basis for Construction Zone Enhanced Enforcement Program (COZEEP) in accordance with Section 9-1.04, "Force Account", and these Special Provisions, up to the fixed cost amount. No markups will be allowed. All incidental costs incurred by the Contractor shall be included in the various items of work, and no compensation will be allowed therefor.

### **MODIFICATIONS / CLARIFICATIONS TO THE PLANS**

**Item 6: Plan sheet revisions**

Refer to Plan Sheets for Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 – 2023, District 4 and District 5. The following Plan sheets are revised and made a part herby, and issued as **Attachment “B”**.

**Summary of Modifications Made to Plans**

- Delete and replace sheets **2 and 6 of 23** from the plan set.

On sheet 2 of 23, the Curb Ramps information table has been modified. Curb Ramps locations and/or treatments have been updated. A detail has been added for the curb ramp located at northeast corner of Millard Pass and Cherokee driveway (Cabazon Outlets Mall).

On sheet 6 of 23, only one curb ramp will be required to be reconstructed at Millard Pass.

**Note:** Revised plan sheets are posted on the County website and available for download during the advertisement period.

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

### **ATTACHMENTS**

**A – Revised Proposal (3 pages)**

**B – Revised Plan Sheets (2 sheets)**



Addendum No. 2  
Slurry Seal and Curb Ramp Accessibility Project, For Fiscal Year 2022 - 2023  
District 4, Project No. D3-0009, D3-0014  
District 5, Project No. D3-0010, D3-0015

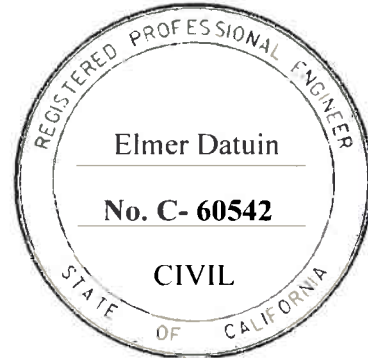
June 23, 2022  
Page 4 of 4

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

**Recommended by:**

 \_\_\_\_\_ 6/23/2022

Elmer Datuin, PE  
Engineering Project Manager



**Concurrence:**

*Khalid Nasim*  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged:** *American Asphalt South* \_\_\_\_\_ Date: *6-24-22*  
(Contractor) *[Signature]*

JRJ: jrj:rr

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

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation and Complaint 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**

**EVEREST REINSURANCE COMPANY**  
**100 EVEREST WAY**  
**WARREN, NJ 07059**  
**800-269-6660**

<b>Old Company Names</b>		<b>Effective Date</b>
PRUDENTIAL REINSURANCE COMPANY		04/10/1996

**Agent For Service**  
 Melissa DeKoven  
 2710 Gateway Oaks Drive, Suite 150N  
 Sacramento CA 95833-3505

**Reference Information**

NAIC #:	26921
California Company ID #:	2259-0
Date Authorized in California:	10/24/1977
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

[back to top](#)

**NAIC Group List**

NAIC Group #: **1120** EVEREST REINS HOLDINGS 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