

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
NORTHEAST MONTCLAIR STREET
REHABILITATION PROJECT
PHASE 2

All American Asphalt
Company

P.O. Box 2229
Address

Corona, CA 92878-2229

(951) 736-7600
Telephone Number

2107073
California State License Number

TO THE HONORABLE CITY COUNCIL, CITY OF MONTCLAIR, CALIFORNIA:

Pursuant to the Public Notice Inviting Bids, the undersigned bidder declares that he or she has carefully examined the location of the proposed work, that he or she has examined the plans and specifications for the above titled project and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete said work in accordance with said plans and specifications for the unit or lump sum prices set forth in the Schedule of Work Items.

The undersigned bidder further declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without any connection with any other party or parties making a proposal for the same purpose, that the proposal is in all respects fair and without collusion or fraud; that he or she has read that the Notice Inviting Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; and that he or she proposes and agrees, if this proposal be accepted, to contract in the form of agreement prescribed, to furnish all necessary labor, equipment and materials, to perform all the work specified in the bid documents and in the Plans and Specifications, and to complete the same within the time stipulated therein; and

that he or she will accept in full payment therefor the unit or lump sum prices set forth in the Schedule of Work Items, to wit:

SCHEDULE OF WORK ITEMS

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION OF WORK	UNIT PRICE	SUB-TOTAL
1.	1	LS	National Pollutant Discharge Elimination System (NPDES) compliance	5000-	5000-
2.	1	LS	Traffic Control, Safety and Public Notification Including (6) Signs	14997.50 14997.50 (ML)	14997.50
3.	330	SF	Remove and Replace Asphalt Pavement and Tree Roots	10-	3300-
4.	25	LF	Remove and Replace 6" PCC Curb and Gutter	50-	1250-
5.	520	LF	Remove and Replace 8" PCC Curb and Gutter	40-	20800-
6.	120	LF	Remove and Replace 6" Curb Only	35-	4200-
7.	200	LF	Remove and Replace 8" Curb Only	35-	7000-
8.	40	SF	Remove and Replace PCC Cross Gutter	30-	1200-
9.	2000	SF	6" PCC Drive Approach	4.25	14500-
10.	6360	SF	Remove and Replace 4" PCC Sidewalk Including Tree Root Removal	5.50	34980-

11.	28	EA	Remove and Replace PCC Curb Ramp	3000-	84000-
12.	275	LF	PCC Grind Sidewalks and Flow lines at 16" Wide	11-	3025- ^{ML} 3025-
13.	36905	SY	Cold Plane	1.50	55357.50
14.	4000	TN	Placement of .17 Asphalt Concrete Pavement Overlay	61.40	245600-
15.	34	EA	Adjust Sewer Manhole to Grade	360-	12240-
16.	1	LS	Placement of Traffic Striping and Pavement Markings	4500-	4500-
17.	8	EA	Paint Residential Curb Face Address	25-	200-

TOTAL (Items 1 through 17) \$ 514,150.00

It is understood that bids are required for the entire work, except as may be modified in the Notice Inviting Bids. The bidder shall set forth for each item of work, in clearly legible figures, an item price and a subtotal for the item in the respective spaces provided for this purpose. The subtotal of unit basis items will be determined as the product of the item price bid and the estimated quantity set forth for the item. In case of discrepancy between the item price and the subtotal set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is omitted or is the same amount as the entry in the "SUBTOTAL" column, then the amount set forth in the "SUBTOTAL" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "SUBTOTAL" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "SUBTOTAL" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The bidder further agrees that within ten (10) calendar days from the date of written notice of award of the contract, he will execute a contract in accordance with the proposal as accepted, will secure the required insurance and will furnish the required bonds; and that

upon failure or refusal to do so within said time, then the proposal guaranty accompanying this proposal shall be forfeited to the City of Montclair for such failure or refusal and shall be deposited as moneys belonging to the city; provided that if said bidder shall execute a contract, secure the required insurance and furnish the required bonds within the time aforesaid, his check shall be returned to him within five (5) calendar days thereafter.

DECLARATION OF ELIGIBILITY TO CONTRACT

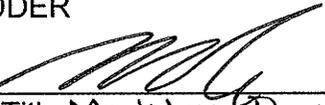
[Pursuant to Labor Code Section 1777.1 and Public Contract Code Section 6109]

The undersigned contractor certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 (of the Public Contract Code), may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of March, 2015, at Corona, California.

BIDDER

By: 
Title Mark Luer, President

By: 
Title Michael Santos, Secretary

(SEAL)

By: _____
Title _____

NON-COLLUSION AFFIDAVIT

To: The City of Montclair: Riverside
County of ~~San Bernardino~~
State of California

I, Michael Farkas, being first duly sworn, depose and state that I am
(name)
Secretary of All American Asphalt, the
(title) (Company)

party making the foregoing bid; that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that 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; that 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 of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature Michael Farkas, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this Twelve day of _____, 2015

Notary Public in and for the County of _____, State of California.

My Commission expires _____, 2015.

CALIFORNIA JURAT

GOV CODE § 8202

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 16th day of March, 2015.
Date Month

By (1) Michael Farkas
Name of Signer

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

(and



(2) _____
Name of Signer

~~Proved to me on the basis of satisfactory evidence be the person who appeared before me.)~~

Signature *Rebecca Angela Parra*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document Non Collusion Affidavit

Document Date: None Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information that shall be considered part of his or her proposal. Additional sheets may be attached if necessary.

1. Name: All American Asphalt
2. Address: P.O. Box 2229, Corona CA 92878
3. Telephone: Voice: (951) 736-7600 Fax: (951) 736-7646
4. Type of Firm: Individual Partnership Corporation (Circle one)
5. Organized under the laws of the State of California
6. Contractor's License No. and Class: 2167073 A, C-12
DIR#1000001051 EXP. 4/30/15
7. List the names, addresses and phone number of all members of the firm or names and titles of all officers of the corporation:

Name	Address	Phone (Voice)
<u>Mark Luer, President</u>	<u>400 E. Sixth St., Corona CA 92879</u>	<u>(951) 736-7600</u>
<u>Michael Farkas, Secretary</u>	<u>400 E. Sixth St., Corona CA 92879</u>	<u>(951) 736-7606</u>
<u>Robert Bradley, Vice President</u>	<u>400 E. Sixth St., Corona CA 92879</u>	<u>(951) 736-7600</u>

8. Number of years experience as a contractor in construction work: 46 years
9. List at least three projects completed within the past five years:

** See attached **

Contract Amount	Type of Work	Completion Date	Owner/Telephone

“2014”
PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832
Contract: Kevin Kwak, (714) 738-6865

Yorba Linda Blvd Reconstruction
Contract Amount: \$1,346,000.00
Start: 7/2014
Completed: 11/2014

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, CA 90815
Contact: Lincoln Lo, (562) 283-7000

2013 Roadway Maintenance and Slurry
Contract Amount: \$992,000.00
Start: 6/2014
Completed: 10/2014

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Contact: Mark Cueno, (310) 285-2557

2012-2013 Street Resurfacing
Contract Amount: \$2,970,000
Start: 7/2013
Completed: 5/2014

City of Jurupa Valley
12363 Limonite Ave
Riverside, CA 92507
Contact: Michael Myers, (951) 332-6464

2012-13 Pavement Rehabilitation
Contract Amount: \$970,000
Start: 5/2013
Completed: 12/2013

City of Santa Ana
20 Civic Center
Santa Ana, CA 92701
Contact: Kurt Weimann, (714) 647-5639

Bristol Street Rehabilitation
Contract Amount: \$6,951,475
Start: 3/2013
Completed: 12/2014

"2013"
PAST WORK REFERENCES

Department of Transportation
3521 ¼ University Dr
Irvine CA 92612
Contact: Dat Pham, (949) 279-8586

Route 74, Contract No. 12-0L6404
Contract Amount: \$1,134,057
Start: 7/2012
Completed: 5/2013

City of Santa Clarita
23920 Valencia Blvd
Santa Clarita CA 91355
Contact: Bill Whitlatch, (661) 259-2489

2011/12 Overlay & Slurry Seal Program
Contract Amount: \$5,995,000
Start: 8/2012
Completed: 5/2013

LACDPW
900 S Fremont Ave
Alhambra, CA 91803
Contact: Hector Hernandez, (626) 458-2191

Seventh Avenue
Contract Amount: \$2,077,000
Start: 9/2012
Completed: 12/2013

Department of Transportation
2023 Chicago Ave., B-6
Riverside, CA 92507
Contact: Michael Chen, (951) 830-6017

Route 74, Contract No. 08-0P9504
Contract Amount: \$3,450,622
Start: 6/2012
Completed: 9/2013

City of Laguna Hills
24035 El Toro Rd
Laguna Hills, CA 92653
Contact: Kenneth Rosenfield, (949) 707-2650

Citywide Pavement Rehabilitation
Contract Amount: \$1,778,169
Start: 8/2012
Completed: 9/2013

County of Riverside Transportation
3525 14th St
Riverside, CA 92501
Contact: Trai Nguyen, (951) 961-5363

Gilman Springs Road
Contract Amount: \$1,695,108
Start: 7/2013
Completed: 9/2013

**“2012”
PAST WORK REFERENCES**

City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Contact: Juan Martinez, (310) 285-2521

2010-2011 Street Resurfacing Project
Contract Amount: \$2,800,000.00
Start: 6/1/2011
Completed: 4/30/2012

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628
Contact: Thomas Banks, (714) 754-5222

2010-2011 Citywide Street Rehabilitation
Contract Amount: \$2,778,000.00
Start: 7/1/2011
Completed: 2/29/2012

City of Perris
170 Wilkerson Avenue, Ste. D
Perris, CA 92570
Contact: Chris Sunde, (951) 943-5604

Foss Field Parking Expansion
Contract Amount: \$190,000.00
Start: 1/1/2012
Completed: 2/29/2012

City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629
Contact: Matt Sinacori, (949) 248-3574

Pacific Coast Highway & Niguel Shores
Contract Amount: \$676,676.00
Start: 12/1/2011
Completed: 5/30/2012

City of Long Beach
333 W. Ocean Blvd., 10th Floor
Long Beach, CA 90802
Contact: Chuck Ramey, (562) 570-6634

Willow Street Improvements
Contract Amount: \$661,661.00
Start: 12/1/2011
Completed: 6/30/2012

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701
Contact: Edward Torres, (714) 647-5018

Bristol Street Widening
Contract Amount: \$8,315,754.00
Start: 5/1/2009
Completed: 3/16/2012

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
Contact: Alex Salazar, (714) 593-4516

Edinger Avenue Improvements
Contract Amount: \$422,422.00
Start: 5/1/2012
Completed: 8/1/2012

"2011"
PAST WORK REFERENCES

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Contact: Loujuana Mitchell, (310) 761-1437

Northwood Avenue Reconstruction
Contract Amount: \$1,180,000.00
Start: 10/18/2010
Completed: 5/4/2011

County of San Bernardino
825 E. Third Street
San Bernardino, CA 92415
Contact: Franklin Lund, (909) 387-7920

Cajon Blvd.
Contract Amount: \$565,000.00
Start: 3/11/2011
Completed: 4/8/2011

County of Riverside
2950 Washington Street
Riverside, CA 92504
Contact: David Hylkema, (951) 850-6075

De Luz Road Rehabilitation
Contract Amount: \$740,000.00
Start: 4/25/2011
Completed: 5/23/2011

City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
Contact: Quang Le, (714) 890-4234

2010/2011 Citywide Reconstruction
Contract Amount: \$322,322.00
Start: 3/1/2011
Completed: 4/30/2011

City of Long Beach
333 West Ocean Blvd., 10th Floor
Long Beach, CA 90802
Contact: Chuck Ramey, (562) 570-6634

Annual Contract Street Reconstruction
Contract Amount: \$3,433,415.00
Start: 5/1/2010
Completed: Still On-Going

City of Paramount
16400 Colorado Boulevard
Paramount, CA 90723-5012
Contact: Len Gorecki, (562) 220-2111

Neighborhood Street Resurfacing
Contract Amount: \$899,909.00
Start: 11/1/2010
Completed: 3/30/2011

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Dave Verone, (714) 375-8471

Slater Avenue Improvements
Contract Amount: \$1,926,341.00
Start: 8/2/2010
Completed: 2/30/2011

Department of Transportation
464 W. Fourth Street
San Bernardino, CA 92410-1400
Contact: Imad Abugharbieh, (951) 277-8579

Route 91 Project
Contract Amount: \$5,732,812.00
Start: 3/1/2010
Completed: 3/30/2011

"2010"
PAST WORK REFERENCES

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701
Contact: Edward Torres, (714) 647-5018

Segerstrom Avenue Rehabilitation
Contract Amount: \$2,094,618.00
Start: 11/2009
Completed: 3/30/2010

City of Chino
13220 Central Avenue
Chino, CA 91790
Contact: Emani Naghmeh, (909) 464-8367

Street Rehabilitation Project FY 08/09
Contract Amount: \$2,127,501.00
Start: 11/2009
Completed: 5/31/2010

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200
Contact: Thomas Banks, (714) 754-5222

Rehabilitation of Vanguard Way
Contract Amount: \$517,646.00
Start: 12/2009
Completed: 2/30/2010

City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
Contact: Tuan Pham, (714) 898-3311 ext. 209

City-wide Overlay 09-10 St. Improvement Project
Contract Amount: \$1,171,416.00
Start: 2/1/2010
Completed: 5/30/2010

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723-5012
Contact: Ed Cox, (562) 908-6205

Resurfacing in Rosecrans Avenue
Contract Amount: \$572,209.00
Start: 10/1/2009
Completed: 5/30/2010

City of Cerritos
18125 Bloomfield Avenue
Cerritos, CA 90703-3130
Contact: Rash Syed, (562) 916-1221

Bloomfield Avenue Improvements
Contract Amount: \$1,103,000.00
Start: 3/1/2010
Completed: 6/20/2010

City of Anaheim
200 South Anaheim Boulevard
Anaheim, CA 92805
Contact: Sean Ramsey, (714) 765-5059

Magnolia Avenue Street Improvements
Contract Amount: \$868,000.00
Start: 4/1/2010
Completed: 7/20/2010

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
Contact: (714) 741-5180

Harbor Boulevard Street Rehabilitation
Contract Amount: \$919,000.00
Start: 3/1/2010
Completed: 6/30/2010

INFORMATION REQUIRED OF BIDDER

subcontractor is required to possess a City of Montclair business license before a Notice to Proceed can be issued.

11. List the name of the person who inspected the site of the proposed work for your firm: Cody Gowryluk

Date of Inspection: 3/11/15

12. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your company by the State Contractor's License Board:

N/A

13. Note: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of his current financial condition.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.



CONTRACTOR'S SIGNATURE
Michael Farkas, Secretary
DATE: 3/16/15

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
All American Asphalt as

PRINCIPAL, and Fidelity and Deposit Company of Maryland as
SURETY, are held and firmly bound unto the CITY OF MONTCLAIR, CALIFORNIA,
hereinafter referred to as the "City," in the penal sum of ten percent (10%) of the total
amount of the bid of the Principal above named, submitted by said Principal to said City,
for the work described below, for payment of which sum in lawful money of the United
States of America, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents. In no
case shall the liability of the surety hereunder exceed the sum of
Ten Percent of Total Amount Bid dollars (\$ 10% of Bid)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal
has submitted the same-mentioned bid to said City, for construction of the work under
this City's specification entitled " **NORTHEAST MONTCLAIR STREET REHABILITATION
PROJECT PHASE 2**" for which bids are to be opened in the Council Chambers located at
City Hall of said City, on **March 19, 2015, at 10:01 a.m.**

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and
manner required under the heading "**INSTRUCTIONS TO BIDDERS**," after the
prescribed forms are presented to him for signature, enters into a written contract, in the
form of agreement bound herein, in accordance with the bid, and files the two bonds
with said City, one to guarantee faithful performance and the other to guarantee
payment for labor and materials, then this obligation shall be null and void; otherwise, it
shall be and remain in full force and effect.

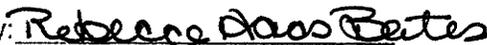
In the event suit is brought upon this bond by the Obligee and judgment is recovered,
said Surety shall pay all costs incurred by the Obligee in such suit, including a
reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day
of February, 2015.

All American Asphalt
Principal

By: 
(SEAL) Michael Farkus, Sec.

Fidelity and Deposit Company of Maryland
Surety

By: 
(SEAL) Rebecca Haas-Bates, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

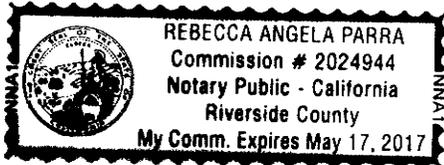
On 2/26/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Michael Farkas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Rebecca Angela Parra
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond – City of Montclair

Document Date: 2/26/2015 Number of Pages: One (1)

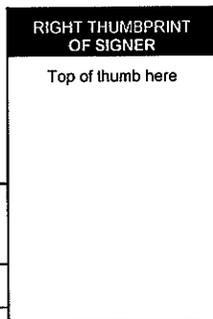
Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Farkas

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

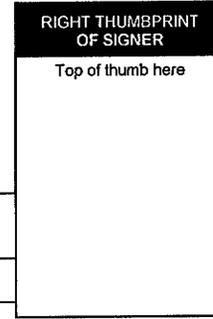
Signer is Representing:
All American Asphalt



Signer's Name: _____

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

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 02/26/2015 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

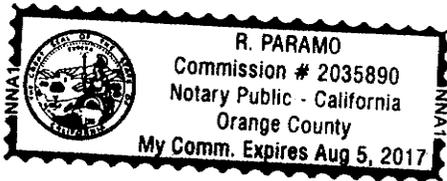
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 02/26/2015
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of February, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President