AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL) ALL AMERICAN ASPHALT

FY 15/16 Annual Crack Seal & Pothole Repairs, Project No. Z10002

This Agreement for Contractor Services (On-Call) (the "Agreement") is made and entered into as of October 13, 2015, by and between the City of Lake Elsinore, a municipal corporation ("City") and All American Asphalt, a California corporation ("Contractor").

RECITALS

- A. The City has determined that it requires the following services: Road repair at various locations Citywide. Services to include but not limited to pothole repair, overlay, and crack seal.
- B. The City has prepared a notice inviting bids and Contractor has submitted to City a proposal, dated September 24, 2015, both of which are attached hereto as Exhibit A (collectively, the "Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions described herein.
- D. City desires to retain Contractor to perform the services and related work as provided herein and Contractor desires to provide such services and related work as set forth in this Agreement.

AGREEMENT

1. <u>Scope of Services</u>. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time. Contractor acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call support on an as needed basis.

2. Time of Performance.

- a. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.
- b. <u>Performance Schedule</u>. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall

perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

Term and Compliance with Task/Work Order System.

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of eight (8) months, commencing on October 13, 2015 and ending on June 30, 2016. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed two (2) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. <u>Compensation and Cost of Living Adjustment.</u> Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **FIFTY FIVE THOUSAND DOLLARS** (\$55,000) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

The compensation paid to Contractor may be adjusted on each July 1 following the first anniversary of the commencement of the term of this Agreement, provided that The request for cost of living adjustment shall be presented to the City no later than June 1st of a particular year and, if approved by the City, will become effective on July 1st of that year. Any adjustment will be based on the Los Angeles-Riverside-Orange County Consumer Price Index (CPI) but in no event shall the price adjustment exceed five percent (5%).

4. <u>Method of Payment</u>. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends

or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

- b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.
- 6. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.
- a. <u>Licensing of Intellectual Property</u>. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
- b. <u>Confidentiality</u>. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

Contractor's Books and Records.

- a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.
- b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
- 8. <u>Independent Contractor</u>. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.
- 9. <u>PERS Eligibility Indemnification</u>. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. <u>Interests of Contractor</u>. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area

covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
- 11. <u>Ability of Contractor</u>. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.
- 12. <u>Compliance with Laws</u>. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
- 13. <u>Licenses</u>. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.
- Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By

execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

15. Insurance Requirements.

- a. <u>Insurance</u>. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.
 - i. <u>Workers' Compensation Coverage</u>. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.
 - ii. <u>General Liability Coverage</u>. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.
 - iii. <u>Automobile Liability Coverage</u>. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.
 - b. <u>Endorsements</u>. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

- i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.
- ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. <u>Certificates of Insurance</u>. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- 16. <u>Notices</u>. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Lake Elsinore Attn: City Manager 130 South Main Street Lake Elsinore, CA 92530

With a copy to:

City of Lake Elsinore Attn: City Clerk 130 South Main Street

Lake Elsinore, CA 92530

If to Contractor:

All American Asphalt Attn: Edward J. Carson 400 East Sixth Street Corona, CA 92879

- 17. <u>Entire Agreement</u>. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
- 18. <u>Amendments</u>. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
- 19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 20. <u>Waiver</u>. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 21. <u>Severability</u>. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 22. <u>Controlling Law Venue</u>. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.
- 23. <u>Litigation Expenses and Attorneys' Fees</u>. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 24. <u>Mediation</u>. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

- 25. <u>Authority to Enter Agreement</u>. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.
- 26. <u>Prohibited Interests</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 27. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 28. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work or services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.
- 29. <u>Execution</u>. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

Grant Yates, City Manager

"CONTRACTOR"

All American Asphalt, a California corporation

By:

Edward J. Carson

Its:

OWNER VP

ATTEST:

Acting

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A - Contractor's Proposal

EXHIBIT A CONTRACTOR'S PROPOSAL [ATTACHED]

EXHIBIT A

CITY OF LAKE ELSINORE

PROPOSAL - SCHEDULE

PROJECT NO. Z10002 FY 15/16 ANNUAL CRACK SEAL & POTHOLE REPAIRS

PROPOSER: All American Asphalt
(Contractor
Name)

PROPOSAL ITEMS AS FOLLOWS:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMAT QUANTI		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Remove and Replace 3 inches (maximum) sections	5,000	SF	4.30	21,500
2	1 ½ inch edge mill	10,000	SF	1,80	18,000
3	Install 1 inch AC leveling course	335	TON	82	27,470
4	Install 1 ½ inch AC Hot Mix Asphalt Overlay	500	TON	82	41,000
	(Based on estimated qu		S 5/5/ 5-7/ (5)	OR ITEMS through 4	\$ 107,970

SCHEDU	JLE A Total Bid: _	\$ 10-	7,970,	00		CONTROL SECTION	
SCHEDI	JLE A Total Bid:		(Figures*)				
One	hundrelands	even thon	sal nine	handred	Sevenda	Dollar	GLU
20			(Words*)				

*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.

(Payment bond required in this amount - no personal checks will be accepted):

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name:

ALL AMERICAN ASPHALT

Business Location: P O BOX 2229

CORONA, CA 92878

Owner Name(s):

MARK LUER

ALL AMERICAN ASPHALT P O BOX 2229 CORONA, CA 92878

CITY OF LAKE ELSINORE

ADMINISTRATIVE SERVICES-LICENSING

130 South Main Street Lake Elsinore, CA 92530 951.674.3124

TO BE POSTED IN A CONSPICUOUS PLACE

BUSINESS LICENSE NO. 001333

Business Type: GENERAL ENGINEERING CONTRACTOR

Issue Date: 2/1/2015

THE RESERVE TO THE PARTY OF THE

Expiration Date: 1/31/2016

THIS IS YOUR LICENSE · NOT TRANSFERABLE



City of Lake Elsinore Attn: Finance Department 130 South Main Street Lake Elsinore, CA 92530 (951) 674-3124

Signature

1. Terms: The City of Lake Elsinore is Net 45 days.

3. Purchase order required for \$2,000.00 or more.

VENDOR APPLICATION

OFFICE USE ONLY
VENDOR NUMBER
INPUT DATE

Date

2. The City of Lake Elsinore is not tax exempt.

4. W-9 form must be completed to be accepted.

DBA (Business Name):			Phone:		
All American Asphalt		A	(951) 736-76	00	
Corporation Name (if applicable):			E-mail		
All American Asphalt			publicworks@alla	americanas	phalt.com
Individual Name (if sole proprietor):		1 - 0 -	Taxpayer ID # o	r Social S	ecurity #
- MI			95-2595043		
First MI	Last				
Business Address: 400 E. Sixth Street		Remittance Ad PO Box 222	dress (if different) 29	:	
Address		Address			
Corona CA 9287	79	Corona		CA	92878-2229
City State Zip		City		State	Zip
Principal Contact for Firm:	Ti	tle	Phone:		
Edward J. Carlson	Vice Pre	sident	(951) 736-76	600	
Type of Entity:		=			
Sole Proprietor Corporation	Partner	ship Tax Exe	mpt/Non-profit	Gove	ernment or Trust
Is business licensed to do business in the Ci	ity of Lake Elsi	nore?	✓ Yes	☐ No	
City of Lake Elsinore Business License is re	quired if con	ducting business wit	thin the City of La	ke Elsinor	e (LEMC
5.08.010) City Business License #00133	33		Expiration	Date: <u>1/3</u>	1/16
Check all that apply: Goods only	✓ Good	s and Services	Rents/Leases	oaid to you	ı as agent
Legal Services	☐ Medio	cal Services	Other:		-
Brief description of type of supplies and/or Asphalt Paving, Paving Fabric, Slurr					
The undersigend hereby certifies that the a		egoing information is ard J. Carlson, Vice			ement of the facts.

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2015

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

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

COVEDACES	CERTIFICATE MUMPER, 45224527		DEVICION N	MOED	
Corona, CA 92878-2229		INSURER F:			
		INSURER E :			
P.O. Box 2229		INSURER D :			
All American Asphalt		INSURER C :	NATIONAL UNION FIRE INS CO	OF PITTS	19445
INSURED		INSURER B :	ZURICH AMER INS CO		16535
San Ramon, CA 94583		INSURER A :	ARCH SPECIALTY INS CO		21199
Anthropological Anthropologica			INSURER(S) AFFORDING COVERAGE		NAIC #
P.O. Box 5003	#3#2]	E-MAIL ADDRESS:	EPICcerts@epicbrokers.com		
Edgewood Partners Insurance (Inland Empire - Branch ID 14	Annual Control	PHONE (A/C, No, Ext):	(925) 244-7700	FAX (A/C, No): (925)	901-0671
PRODUCER CA LIC 0B29370	1-925-244-7700	CONTACT NAME:	Certificates Department		
	3 Philippin (1971) 134 175 (1971) 134 144 155 156 157 157 157 157 157 157 157 157 157 157				

COVERAGES CERTIFICATE NUMBER: 45324527

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 S	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	GEN	CLAIMS-MADE X OCCUR "L' AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC OTHER:		GPP002265807	08/01/15	08/01/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
В	X	ANY AUTOS HIRED AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS X		BAP557108803	08/01/15	08/01/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 2,000,000 \$ \$ \$ \$
С	х	WMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		BE11665655	08/01/15	08/01/16	EACH OCCURRENCE AGGREGATE Following-Form	\$ 10,000,000 \$ 10,000,000 \$
В	ANY OFF (Mai	RKERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED? Idatory in NH) S, describe under CRIPTION OF OPERATIONS below	N/A	WC593205702	08/01/15	08/01/16	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

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

Project #Z10002 / RE: FY 15/16 Annual Crack Seal & Pothole Repairs

Certificate Holder is Additional Insured if Required by Written Contract Excluding Workers Compensation [2]

CERTIFICATE HOLDER	CANCELLATION
City of Lake Elsinore	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
130 South Main Street	AUTHORIZED REPRESENTATIVE
Lake Elsinore, CA 92531 USA	Den

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MEMO

То:	Whom it may concern
From:	Edgewood Partners Insurance Centers (EPIC)
Named Insured:	All American Asphalt et al
Policy Number(s):	GPP0022658-07, BAP5571088-03, WC5932057-02, BE11665655
RE:	Notice of Cancellation

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

Sincerely,

Kathy Lopez

Account Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule

Project

City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers

Project #Z10002 / RE: FY 15/16 Annual Crack Seal & Pothole Repairs

Endorsement Number:

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

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

Policy Number GPP0022658-07

Named Insured: All American Asphalt et al

Endorsement Effective Date: August 1, 2015

4063

00 CGL0006 00 05 07

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OTHER INSURANCE - BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule

Project

City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers

Project #Z10002 / RE: FY 15/16 Annual Crack Seal & Pothole Repairs

Endorsement Number:

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

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

Policy Number: GPP0022658-07

Named Insured: All American Asphalt et al

Endorsement Effective Date August 1, 2015

00 CGL0130 00 09 06 Page 1 of 1 406

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following provision:

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

All other terms and conditions of this Policy remain unchanged.

Schedule

Project

City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers

Project #Z10002 / RE: FY 15/16 Annual Crack Seal & Pothole Repairs

Endorsement Number:

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

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

Policy Number: GP

GPP002265-07

Named Insured: All American Asphalt et al

Endorsement Effective Date: August 1, 2015

00 CGL0121 00 09 06

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 8/1/15	Countersigned By:
Named Insured: All American Asphalt	(Authorized Representative)

SCHEDULE

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

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

Schedule

Project

City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers

Project #Z10002 / RE: FY 15/16 Annual Crack Seal & Pothole Repairs

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

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

CA 20 48 02 99

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Page 1 of 1

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

All American Asphalt

Endorsement Effective Date: 8/1/15

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

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

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

Project

Project #Z10002 / RE: FY 15/16 Annual Crack Seal & Pothole Repairs

City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

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

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

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

Schedule

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

Job Description
ALL CA OPERATION

City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers

Project #Z10002 / RE: FY 15/16 Annual Crack Seal & Pothole Repairs

All American Asphalt Policy #WC5932057-028/1/15

Zurich American Ins. Co.

4063

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). NAII American Asphalt	Name is requir	red on this line;	do not l	leave this line	blank.					12.			
le 2.	2 Business name/disregarded entity name, if dif	ifferent from at	bove											
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classific Individual/sole proprietor or CC single-member LLC Limited liability company. Enter the tax class Note. For a single-member LLC that is disr the tax classification of the single-member	Corporation ssification (C=	S Corporation, S	ation [S=S cor	Partnersh	ip ☐ Tı artnership) ► _	rust/es		certa instru Exem	emption in entitie actions of apt payed aption fro (if any)	s, not n pag e code	individu e 3): (if any)	ials; se	e
i i	Other (see instructions)									s to accoun	ts maint	ained outsi	de the U.	S.)
- iĝ	5 Address (number, street, and apt. or suite no.	.)				Reque	ster's	name	and ad	dress (o	ptiona	ıl)		
bec	PO Box 2229					City	of La	ka E	Isino					
S	6 City, state, and ZIP code		_			,			in Str					
See	Corona, CA 92878-2229					1 1000000000000000000000000000000000000			, CA S					
	7 List account number(s) here (optional)					Lunc	LISI	1010	, on	2000				
Par	Taxpayer Identification N	umber (T	IN)				-			_		-		
Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is t	your TIN in the appropriate box. The TIN pr			ame di	ven on line 1	to avoid	So	cial s	ecurity	number				
backu reside	p withholding. For individuals, this is generant alien, sole proprietor, or disregarded entis, it is your employer identification number	rally your soc tity, see the F	cial security nu Part I instruction	umber ions on	(SSN). Howe page 3. For	ever, for a other]-		7 -			
	page 3.	(Liv). Il you	do not navo c	a manne	701, 300 7 10W	to got a	or				_			
Note.	If the account is in more than one name, se	ee the instru	ctions for line	1 and	the chart on	page 4 for	Em	ploy	er ident	ification	num	oer		
	ines on whose number to enter.	00 1110 111011 0				pagec.			T.	T.T.	T.		T	
							9	5	- 2	5 9	5	0 4	3	
Par	II Certification													
	penalties of perjury, I certify that:													
1. Th	e number shown on this form is my correct	taxpayer ide	entification nu	umber (or I am waiti	ing for a num	ber t	o be	issued	to me);	and			
Se	n not subject to backup withholding becau vice (IRS) that I am subject to backup with longer subject to backup withholding; and	holding as a	exempt from to result of a fai	backup ailure to	withholding report all int	g, or (b) I hav terest or divid	e not dends	beer s, or	n notifie (c) the	ed by th RS has	e Inte	ernal Re ied me	evenu that I	e am
3. la	m a U.S. citizen or other U.S. person (define	ed below); a	nd											
4. The	FATCA code(s) entered on this form (if any	y) indicating	that I am exer	mpt fro	m FATCA re	eporting is co	rrect							
becau intere gener	ication instructions. You must cross out it se you have failed to report all interest and st paid, acquisition or abandonment of secually, payments other than interest and diviductions on page 3.	d dividends of ured propert	on your tax ret ty, cancellation	turn. Fo	or real estate	transactions	s, iter idivid	n 2 d ual re	loes no etireme	t apply. nt arrar	For gem	mortga ent (IR <i>A</i>	ge A), and	d
Sign Here													77722	
		X				Date ►		10	28	15				
Ger	Oignature of	Farkas,	, Secretai	1 .	Form 1098 (ho	Date ►	intere				an int	erest), 1	098-T	

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

PUBLIC WORKS ROUTING

Once the attached documents have been reviewed, please sign and return to Public Works, at ext. 241

Reviewing Department	Signature	Date
Public Works Review	N. McCalmont	10/29/15
City Attorney		11/10/15
City Manager		11/12
City Clerk		14/3/15
AME OF VENDOR:	All American Asphalt	_
UPPORT DOCUMENTS:		
	X	_
Proposal: Bonds:	X na	_
OMMENTS:		
	ir Project No. 710002	
Y 15/16 Annual Crack Seal & Pothole Repa	ir Project No. Z10002	

RECEIVED

OCT 2 9 2015

CITY CLERK'S OFFICE