

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 5/19/10 DATE
 MARSHA L. VICTOR
 Departmental Concurrence

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

924 A



SUBMITTAL DATE:
 May 26, 2010

FROM: TLMA - Transportation Department

SUBJECT: Resurfacing of Van Buren Boulevard from Clay Street to Limonite Avenue and associated improvements, Pedley Area.

RECOMMENDED MOTION: That the Board accept the low bid of All American Asphalt of Corona CA, in the amount of \$595,769. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated March 2, 2010 (agenda item 3.22) the Board authorized the Clerk of the Board to advertise for the Resurfacing of Van Buren Boulevard from Clay Street to Limonite Avenue and associated improvements, Pedley Area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, March 31, 2010. Six bids were received. The Transportation Department's established basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest and best total

[Signature]
 Juan C. Perez
 Director of Transportation

JCP:jj:sb:
 (Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 595,769	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Measure A /Western (49.57%), Proposition 1B (State bond funds- Local Roads) (50.43%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
 APPROVE
 BY: *[Signature]*
 Tina Grande
 County Executive Office Signature

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 3/2/10 item 3.22 | **District:** 2 | **Agenda Number:**

The Honorable Board of Supervisors

RE: Resurfacing of Van Buren Boulevard from Clay Street to Limonite Avenue and associated improvements, Pedley Area.

May 26, 2010

Page 2 of 2

bid was submitted by All American Asphalt of Corona CA, in the amount of \$595,769. The bid is \$256,231 (30%) below the Engineer's Estimate.

This portion of Van Buren Boulevard is in extreme need of repair. South of Studio Place, the fencing and some private property improvements are frequently damaged by vehicles running off the road. A new guard rail will be installed in this area, adjacent to the southbound lanes to help prevent this type of damage. As an additional safety improvement, rumble strips will be provided along the shoulder as well as new raised pavement markers.

The proposed road improvements include resurfacing the pavement with asphalt concrete pavement, replacing damaged guard rail, installing additional guard rail, removing and replacing existing overside drains and asphalt concrete curbs, lane striping, installing rumble strips and installing raised pavement markers.

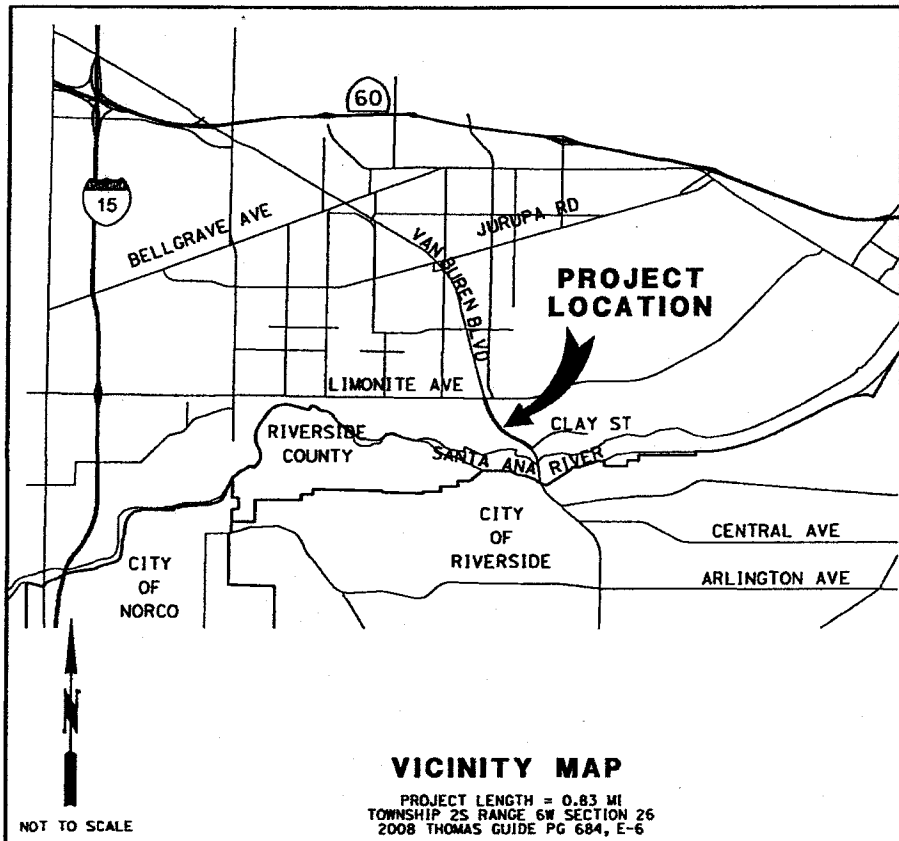
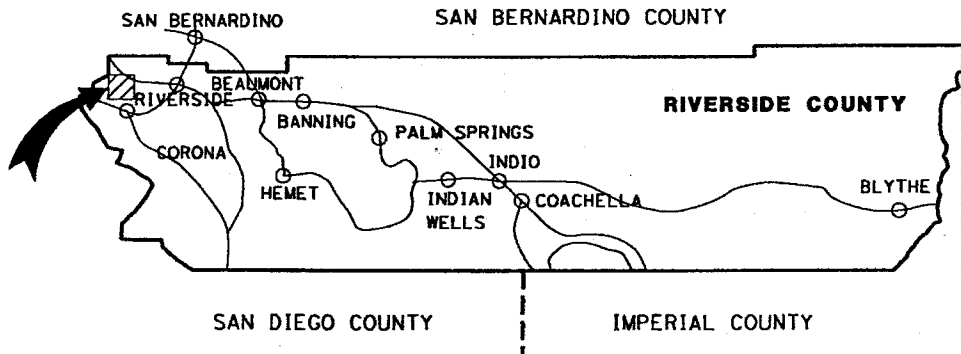
The project is within the existing budget as shown on Attachment A.

The Contractor has executed the contract, and has provided bonds and insurance documents which meet the requirements of the contract. The Contractor is qualified.

Project Number: B7-0739

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

VAN BUREN BLVD
RESURFACING PROJECT



NOT TO SCALE

Attachment "A"

Riverside County Transportation Department

Project: **VAN BUREN BLVD- CLAY ST TO LIMONITE AVE : RESURFACING PROJECT**

Project No.(s): **B70739**

Expenses as of: 4/28/2010

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	673		1,000	3,000
Design	134,970		135,000	100,000
Right-of-way				
Utilities				5,000
Construction		595,769		
Construction Contingency 10.0%		59,577	656,000	2,100,000
Construction Engineering & Inspection	5,460	150,000	156,000	250,000
Construction Survey	41	75,000	75,000	120,000
Totals:	141,144	880,346	1,023,000	2,578,000

Project Funding

Code	Name	Existing Budget
300	Measure A/Western	1,278,000
215	Proposition 1B (State bond funds- Local Roads)	1,300,000
Totals		2,578,000

Comments

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Public Works

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	All American Asphalt
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Minority Status:

M W DV None

Vendor/Lessor Location:	Corona, Ca.
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Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 595,769.00 to \$ 776,168.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 595,769.00 to \$ 776,168.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Van Buren Boulevard Resurfacing Project
From Clay Street To Limonite Avenue, Pedley Area**

Advertised: March 2, 2010 (Agenda Item:3.22)
Bids Open: 2:00 pm Date: Wednesday, March 31, 2010

PROJECT NO. B7-0739

		COUNTY'S ESTIMATE				All American Asphalt Corona, CA 92879-2229			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	00003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SOYD	26,000	2.00	52,000.00	2.07	53,820.00	53,820.00
2	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00	3,100.00	3,100.00	3,100.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	30,750.00	30,750.00	30,750.00
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SOYD	26,000	5.00	130,000.00	1.09	28,340.00	28,340.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	4,200.00	4,200.00	4,200.00
6	190185	SHOULDER BACKING	LF	5,200	2.00	10,400.00	1.74	9,048.00	9,048.00
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,000.00	4,000.00	300.00	1,200.00	1,200.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	3.00	8,400.00	1.70	4,760.00	4,760.00
9	390130	HOT MIX ASPHALT	TON	6,900	75.00	517,500.00	61.10	421,590.00	421,590.00
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	3.00	2,910.00	1.70	1,649.00	1,649.00
11	039450	RUMBLE STRIP	LF	1,300	1.00	1,300.00	2.75	3,575.00	3,575.00
12	---	DELETED BY ADDENDUM	---	---	---	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	45.00	38,250.00	23.00	19,550.00	19,550.00
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,500.00	10,000.00	2,300.00	9,200.00	9,200.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SOFT	340	2.00	680.00	2.50	850.00	850.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	1.00	18,000.00	0.21	3,780.00	3,780.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	4.00	560.00	2.55	357.00	357.00
Project Total						852,000.00		595,769.00	
Items 1-16									
		PaveWest La Habra, CA 90631				Hardy & Harper, Inc. Santa Ana, CA 92705			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	00003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SOYD	26,000	2.35	61,100.00	2.80	72,800.00	72,800.00
2	066102	DUST ABATEMENT	LS	1	6,700.00	6,700.00	8,830.00	8,830.00	8,830.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	16,000.00	16,000.00	44,000.00	44,000.00	44,000.00
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SOYD	26,000	3.05	79,300.00	2.80	72,800.00	72,800.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	24,000.00	24,000.00	24,000.00
6	190185	SHOULDER BACKING	LF	5,200	1.75	9,100.00	2.00	10,400.00	10,400.00
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	750.00	3,000.00	1,500.00	6,000.00	6,000.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	7.25	20,300.00	4.00	11,200.00	11,200.00
9	390130	HOT MIX ASPHALT	TON	6,900	62.88	433,872.00	60.00	414,000.00	414,000.00
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	8.00	7,760.00	3.00	2,910.00	2,910.00
11	039450	RUMBLE STRIP	LF	1,300	4.20	5,460.00	3.00	3,900.00	3,900.00
12	---	DELETED BY ADDENDUM	---	---	---	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	26.60	22,610.00	24.00	20,400.00	20,400.00
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,485.00	9,940.00	2,500.00	10,000.00	10,000.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SOFT	340	2.65	901.00	6.00	2,040.00	2,040.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.18	3,240.00	0.16	2,880.00	2,880.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.70	378.00	6.00	840.00	840.00
Project Total						684,661.00		707,000.00	
Items 1-16									

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Van Buren Boulevard Resurfacing Project
From Clay Street To Limonite Avenue, Pedley Area

Advertised: March 2, 2010 (Agenda Item:3.22)

Bids Open: 2:00 pm Date: Wednesday, March 31, 2010

PROJECT NO. B7-0739

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	R.J. Noble			Match Corporation		
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID UNIT PRICE	BID ESTIMATE	
1	000003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SQYD	26,000	2.25	58,500.00	2.70	70,200.00	2,500.00	2,500.00
2	066102	DUST ABATEMENT	LS	1	13,000.00	13,000.00	2,500.00	2,500.00	87,802.00	87,802.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	61,000.00	61,000.00	87,802.00	87,802.00	3,000.00	3,000.00
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	3.55	92,300.00	3.00	78,000.00	3,000.00	3,000.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	3,000.00	3,000.00	1.60	1.60
6	190185	SHOULDER BACKING	LF	5,200	3.65	18,980.00	1.60	8,320.00	2,600.00	2,600.00
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	3,531.00	14,124.00	2,600.00	10,400.00	5.75	5.75
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	4.70	13,160.00	64.75	446,775.00	8.00	7,760.00
9	390130	HOT MIX ASPHALT	TON	6,900	64.00	441,600.00	1.15	1,495.00	24.00	20,400.00
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	6.70	6,499.00	2,400.00	9,600.00	2.60	884.00
11	039450	RUMBLE STRIP	LF	1,300	4.25	5,525.00	0.17	3,060.00	0.17	3,060.00
12	---	DELETED BY ADDENDUM	---	---	---	---	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	23.25	19,762.50	2.65	371.00	2.65	371.00
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,500.00	10,000.00	763,765.50	763,765.50	2,400.00	9,600.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.60	884.00	2.60	884.00	2.60	884.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.17	3,060.00	0.17	3,060.00	0.17	3,060.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.65	371.00	2.65	371.00	2.65	371.00
Project Total										
Items 1-16						763,765.50		766,667.00		
EBS Inc.										
Corona, CA 92879										
1	000003	PAVEMENT REINFORCING FABRIC (FIBER GLASS FABRIC)	SQYD	26,000	2.70	70,200.00	---	---	---	---
2	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	---	---	---	---
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	53,000.00	53,000.00	---	---	---	---
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	3.10	80,600.00	---	---	---	---
5	160101	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00	---	---	---	---
6	190185	SHOULDER BACKING	LF	5,200	3.00	15,600.00	---	---	---	---
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	1,300.00	5,200.00	---	---	---	---
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	5.00	14,000.00	---	---	---	---
9	390130	HOT MIX ASPHALT	TON	6,900	67.00	462,300.00	---	---	---	---
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	7.00	6,790.00	---	---	---	---
11	039450	RUMBLE STRIP	LF	1,300	7.00	9,100.00	---	---	---	---
12	---	DELETED BY ADDENDUM	---	---	---	---	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	23.10	19,635.00	---	---	---	---
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	3,300.00	13,200.00	---	---	---	---
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.70	918.00	---	---	---	---
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.18	3,240.00	---	---	---	---
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.75	385.00	---	---	---	---
Project Total						776,168.00				
Items 1-16						776,168.00				

AGREEMENT

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

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Van Buren Boulevard Resurfacing Project From Clay Street To Limonite Avenue, Project No. B7-0739**, 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 Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (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 Work. (o) Any Change Orders issued. (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 Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

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

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

- (1) 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.
- (2) 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.
- (3) 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.

**VAN BUREN BOULEVARD
RESURFACING PROJECT
FROM CLAY STREET TO LIMONITE AVENUE**

PROJECT No. B7-0739

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	000003	PAVEMENT REINFORCING FABRIC [FIBER GLASS FABRIC]	SQYD	26,000	2.07	53,820.00
2	066102	DUST ABATEMENT	LS	1	3,100.00	3,100.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,750.00	30,750.00
4	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	26,000	1.09	28,340.00
5	160101	CLEARING AND GRUBBING	LS	1	4,200.00	4,200.00
6	190185	SHOULDER BACKING	LF	5,200	1.74	9,048.00
7	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	4	300.00	1,200.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	2,800	1.70	4,760.00
9	390130	HOT MIX ASPHALT	TON	6,900	61.10	421,590.00
10	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	LF	970	1.70	1,649.00
11	394050	RUMBLE STRIP	LF	1,300	2.75	3,575.00
12	---	DELETED BY ADDENDUM	---	---	---	---
13	832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	850	23.00	19,550.00
13.A	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4	2,300.00	9,200.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	340	2.50	850.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	18,000	0.21	3,780.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	2.55	357.00

PROJECT TOTAL:

Five hundred ninety-five thousand seven hundred sixty nine dollars and zero cents \$ 595,769.00

ITEMS 1-16

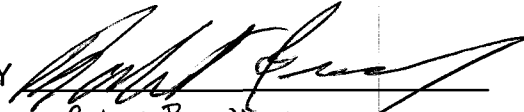
"WORDS"

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

COUNTY OF RIVERSIDE

ALL AMERICAN ASPHALT

BY _____
Chairman, Board of Supervisors

BY 
Robert Bradley


Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:


Mark Luer

BY _____
Deputy

TITLE: Secretary

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

License No. # 267073

Federal Employer Identification Number:

95-2595043

FORM APPROVED COUNTY COUNSEL

BY: MB Victor 5/19/10
MARSHAL VICTOR DATE

BY _____
"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On April 19, 2010 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Mark Luer
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 Debbie A. Matsen
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 Agreement, County of Riverside

Document Date: April 19, 2010 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: None.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

- Individual
- Corporate Officer – Title(s): Vice President

- Partner – Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing: _____

All American Asphalt



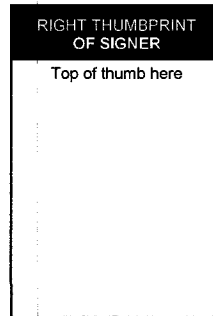
Signer's Name: Mark Luer

- Individual
- Corporate Officer – Title(s): Secretary

- Partner – Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing: _____

All American Asphalt



PERFORMANCE BOND

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Premium: 2,532.00

Premium subject to adjustment upon completion

PERFORMANCE BOND

Bond No. 7614613

Executed in Two (2) Parts

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.**
2. Fidelity and Deposit Company of Maryland, a Maryland corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the 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 April 14th, 2010

All American Asphalt
 By *Robert Bradley*
 Robert Bradley Vice President
 By *Mark Luer*
 Mark Luer
 Title Secretary
 "Contractor"

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

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange



On 4-14-10 before me, Barbara J. Bender, Notary Public

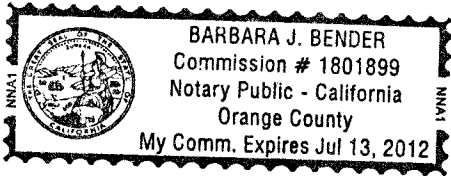
Date

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7614613

Document Date: 4-14-10

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

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

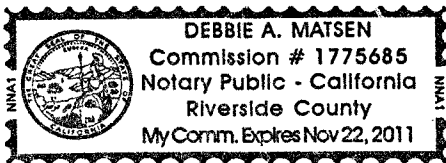
On April 19, 2010 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Mark Luer
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 Debbie A. Matsen
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 Performance Bond, County of Riverside

Document Date: April 14, 2010 Number of Pages: 1 Page

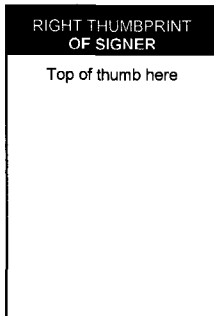
Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

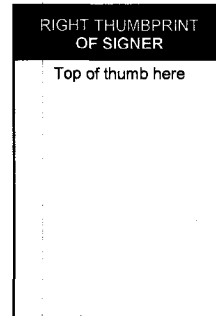
Signer is Representing: _____
All American Asphalt



Signer's Name: Mark Luer

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

Signer is Representing: _____
All American Asphalt



PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Premium charge included in Performance Bond Charge

PAYMENT BOND

Bond No. 7614613

Executed in Two (2) Parts

(Public Work - Civil Code 3247 et seq.)

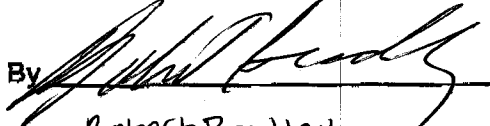
The makers of this Bond are ALL AMERICAN ASPHALT, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 595,769.00 (Five hundred ninety five thousand, seven hundred sixty nine dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Van Buren Boulevard Resurfacing Project From Clay Street to Limonite Avenue, Project No. B7-0739.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 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: April 14th, 2010

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By 
Robert Bradley

By Rebecca Bates
Its Attorney In Fact
Rebecca Haas-Bates

Title Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

See Attached Notary Acknowledgments
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 acknowledgments).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

On 4-14-10 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

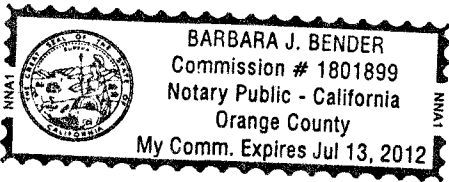
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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 *Barbara J. Bender*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

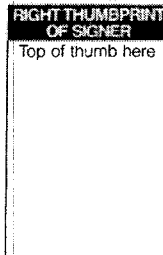
Title or Type of Document: Payment Bond No. 7614613
 Document Date: 4-14-10 Number of Pages: One (1)
 Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

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



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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

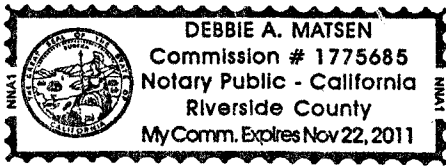
On April 19, 2010 before me, Debbie A. Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
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 Debbie A. Matsen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond, County of Riverside

Document Date: April 14, 2010 Number of Pages: 1 Page

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

Individual

Corporate Officer — Title(s): Vice President

Partner — Limited General

Attorney in Fact

Trustee

Other: _____

Signer is Representing: _____

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

Individual

Corporate Officer — Title(s):

Partner — Limited General

Attorney in Fact

Trustee

Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of September, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Gregory E. Murray Assistant Secretary

By:

William J. Mills

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

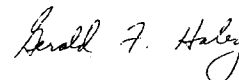
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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 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 seal of the said Company,

this 14TH day of APRIL, 2010.



Assistant Secretary



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on September 30, 2009 designated Robert Bradley to represent our Corporation in the capacity of President.

A handwritten signature in black ink, appearing to read 'Mark Luer', written over a horizontal line.

Mark Luer
Secretary



Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

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

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



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/26/10

NAME OF INSURED: All American Asphalt

Additional Description of Operations/Remarks from Page 1:

Additional Information:

GENERAL / AUTOMOBILE LIABILITY: Certificate Holder is named additional insured
if required by written contract

*WORKERS COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule

County of Riverside, its Directors, Officers, Special Districts,
Board of Supervisors, employees, agents and representatives

Project

RE: Van Buren Resurfacing Project from Clay Street
to Limonite Avenue, Project No. B7-0739

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 the preparation
of the policy.)

Policy Number: GPP002265801

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/09



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
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION 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

County of Riverside, its Directors, Officers, Special Districts,
Board of Supervisors, employees, agents and representatives

Project

RE: Van Buren Resurfacing Project from Clay Street
to Limonite Avenue, Project No. B7-0739

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 the preparation
of the policy.)

Policy Number: GPP002265801

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/09



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

County of Riverside, its Directors, Officers, Special Districts,
Board of Supervisors, employees, agents and representatives

Project

RE: Van Buren Resurfacing Project from Clay Street
to Limonite Avenue, Project No. B7-0739

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.

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: GPP002265801

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/09

KHops



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured 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 of Section II – LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Schedule

County of Riverside, its Directors, Officers, Special Districts,
Board of Supervisors, employees, agents and representatives

Project

RE: Van Buren Resurfacing Project from Clay Street
to Limonite Avenue, Project No. B7-0739

KH909

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

Schedule

Person or Organization

County of Riverside, its Directors, Officers, Special Districts,
Board of Supervisors, employees, agents and representatives

Job Description

RE: Van Buren Resurfacing Project from Clay Street
to Limonite Avenue, Project No. B7-0739

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

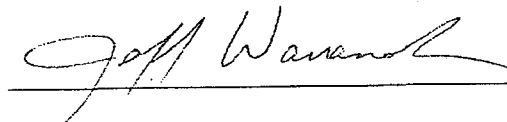
* The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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	8/1/09	Policy No.	BB1090243	Endorsement No.	12
Insured	All American Asphalt			Policy Effective Date	8/1/09
Insurance Company	Seabright Insurance Company				

Countersigned By

WC 04 03 06
(Ed. 4-84)





**THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA
A CAPITAL STOCK COMPANY**

**EXECUTIVE OFFICES:
70 Pine Street
New York, New York 10270
(212) 770-7000**

Renewal: NEW

Policy Number: 7517073

DECLARATIONS

NAMED INSURED: ALL AMERICAN ASPHALT

**ADDRESS: 1776 ALL AMERICAN WAY
CORONA, CA 91718**

POLICY PERIOD: FROM: August 1, 2009 TO: August 1, 2010
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

COVERAGE: Excess Liability

LIMIT OF LIABILITY: \$25,000,000 Each Occurrence / Annual Aggregate, Where Applicable
Excess of Underlying Insurance, Where Applicable
As Scheduled

PREMIUM:

RATE:

UNDERLYING POLICY(IES) NO: As Per Schedule of Underlying Attached

ISSUED BY: As Per Schedule of Underlying Attached

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, where required by law.

By signing below, our President and Secretary agree on our behalf to all the terms of this policy.

Elizabeth M. Tuck
Secretary

[Signature]
President

This policy shall not be valid unless signed at the time of issuance by our authorized representative, either below or on the Declarations page of the policy.

[Signature]
Christopher G. Kopser
Authorized Representative

Countersigned by: *[Signature]*
Authorized Representative

The Insurance Company of the State of Pennsylvania
(Incorporated under the laws of the State of Pennsylvania)

EXCESS LIABILITY POLICY

Agrees with the named insured in consideration of the payment of the premium and subject to all of the terms of this Policy as follows:

notice given by the insured or by this Company shall be equivalent to mailing.

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the insured such additional insurance as the terms of the Underlying Coverage specified in the schedule would afford the insured by increasing the underlying limit combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the insurers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the insurers of the Underlying Coverage if the said underlying limit were extended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under the Declarations herein, not less in respect to such accidents or occurrences, whichever is applicable, taking place during the period of this Policy, subject to the limit(s) set forth under the Declarations otherwise set forth in the aggregate where applicable for each annual period during the currency of this Policy.

DEFINITIONS

- 1. **Ultimate Net Loss.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the insured after making deductions for all recoveries for other valid and collectible insurances, including however the policies of the Primary Insurers and shall include all expenses and costs.
- 2. **Costs.** The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses including, however, all office expenses of the insured, all expenses for retained employees of the insured, and general retainer fees for counsel normally paid by the insured.

CONDITIONS

- 1. **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.

This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder. It is further understood and agreed that any changes made in the Underlying Coverage will automatically be covered under this Policy from the time such changes take effect in the said underlying Policy provided, however, that any material changes may be reported to the Company within thirty (30) days of such change. Such changes may be reported to the Company c/o C.V. Starr & Co., Three Embarcadero Center, San Francisco, Ca 94111.
- 2. **PREMIUM.** The insured shall pay premium to the Company as specified in the schedule.

If the insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.
- 3. **NOTIFICATION OF CLAIMS.** The insured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company. Such notice may be reported to the Company c/o C.V. Starr & Co., Three Embarcadero Center, San Francisco, Ca 94111.
- 4. **ASSISTANCE AND COOPERATION.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the insured but the Company shall have the right and shall be given the opportunity to associate with the insured or the insured's underlying insurer, or both, in the defense and control of any claim, suit or proceeding relating to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.
- 5. **CANCELLATION.** This Policy may be cancelled by the insured by writing to the Company written notice stating when such cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the insured at the address shown in this Policy written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective, except for non-payment of any premium, the Company shall provide ten (10) days notice in the event of cancellation. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written

EXCLUSIONS

This Policy shall not apply:

- 1. to personal injury or property damage
 - (1) with respect to which an insured under the Policy is also an insured under a Nuclear Energy Liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which
 - (A) any person or organization is required to maintain financial guarantees pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (B) the insured is, or had this Policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
 - (C) resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom; or
 - (2) the nuclear material is contained in spent fuel or waste at any time processed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph (C) applies only to injury to or destruction of property at such a nuclear facility.

As used herein "hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) consisting of by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under subparagraph (A) or (B) thereof; "nuclear facility" means:

- (A) any nuclear reactor,
 - (B) any equipment or device designed or used for (1) separating the isotopes uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (C) any equipment or device used for the processing, fabrication or shipping of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (D) any structure, basin, excavation, premises or place prepared or used for the storage or disposal waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the words "injury" or "destruction" include all forms of radioactive contamination of property; or
- (M) with respect to liability arising outside the United States of America, its territories or possessions, Puerto Rico or the Canal Zone, to any liability of whatsoever scope directly or indirectly caused by, or contributed to by, or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- 2. To any claim based upon the insured's failure to comply with federal "Employee Retirement Income Security Act of 1974", or any amendment thereto.

In Witness Whereof, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company, where required by law.

SCHEDULE OF UNDERLYING INSURANCE

REVISION NO. 2

EFF. DATE: 08/01/2009

Issued to: ALL AMERICAN ASPHALT

Policy Number:

7517073

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**TYPE OF POLICY
OR COVERAGE**

GENERAL LIABILITY

**INSURER, POLICY NO.
AND POLICY PERIOD**

ARCH SPECIALTY INS. CO.
GPP0022858-01
08/01/09
08/01/11

LIMITS

\$1,000,000
EACH OCCURRENCE
\$2,000,000
GENERAL AGGREGATE
\$2,000,000
PER PROJECT AGGREGATE
\$10,000,000
POLICY AGGREGATE LIMIT
\$2,000,000
PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the limit

Limits are inclusive of Defense Expenses

KY qj

SCHEDULE OF UNDERLYING INSURANCE

REVISION NO. 2

EFF. DATE: 08/01/2009

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7517073

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**TYPE OF POLICY
OR COVERAGE**

**INSURER, POLICY NO.
AND POLICY PERIOD**

LIMITS

AUTO LIABILITY

HARTFORD INSURANCE CO.
72UEGK5491
08/01/09
08/01/10

\$1,000,000
COMBINED SINGLE LIMIT

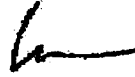
Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

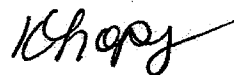
SEABRIGHT INSURANCE COMPANY
BB 1090243
08/01/09
08/01/10

\$1,000,000
EACH ACCIDENT
\$1,000,000
DISEASE EACH EMPLOYEE
\$1,000,000
DISEASE POLICY LIMIT

Defense Expenses are in addition to the limit



Christopher G. Kopser
AUTHORIZED REPRESENTATIVE



Company Profile

HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06115
800-243-5860

Agent for Service of Process
KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19682
NAIC Group #:	<u>0091</u>
California Company ID #:	0085-1
Date authorized in California:	January 07, 1870
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

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
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

Company Profile

INSURANCE COMPANY OF THE STATE OF
PENNSYLVANIA (THE)
175 WATER STREET, 18TH FLOOR
NEW YORK, NY 10038
800-433-8880

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19429
NAIC Group #:	<u>0012</u>
California Company ID #:	0259-2
Date authorized in California:	May 20, 1908
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

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

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600
SEATTLE, WA 98101

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY

Effective Date: 03-16-2004

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	15563
NAIC Group #:	<u>0000</u>
California Company ID #:	4648-2
Date authorized in California:	August 15, 2000
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents

Company Performance & Comparison Data

