

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

204A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
September 8, 2011

SUBJECT: Interstate 15 (I-15) at Indian Truck Trail Interchange including Temescal Canyon Road Improvements, Sycamore Creek area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the specifications and plans, issued prior to the July 27, 2011 bid opening; and
2. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$5,626,215; and

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Pages)

| | | | | |
|-----------------------|-------------------------------|--------------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 5,626,215 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2011/2012 |

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: Developer Contributions (10%), DIF Major Improvement fund 30512 (9%), DIF Major Improvement fund 30521 (8%), Lee Lake Water District CFD #1 (59%), Measure A Western/Prop 1B SLPP (14%), There are no General Funds used in this project. | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 9/8/11
BY: MARSHA L. VICTOR

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

Prev. Agn. Ref. 06/14/11, Item 3.57 | **District:** 1 | **Agenda Number:**

3.31

The Honorable Board of Supervisors

RE: Interstate 15 (I-15) at Indian Truck Trail Interchange including Temescal Canyon Road Improvements, Sycamore Creek area.

September 8, 2011

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3. Award the contract to All American Asphalt and authorize the Chairman of the Board to execute the contract documents; and
4. Authorize an increase of \$75,350 in the use of Development Impact Fee (DIF) Roads, Bridges and Major Improvement Fund for the Temescal Canyon Area (Fund 30512) and an increase of \$81,596 of Development Impact Fee (DIF) Roads, Bridges and Major Improvement Fund for the Greater Lake Elsinore Area (Fund 30521) for costs associated with improvements to the Indian Truck Trail / I-15 Interchange; and
5. Direct the Executive Office to transfer up to \$720,350 from Development Impact Fee (DIF) Roads, Bridges and Major Improvement Fund for the Temescal Canyon Area (Fund 30512) and up to \$681,596 of Development Impact Fee (DIF) Roads, Bridges and Major Improvement Fund for the Greater Lake Elsinore Area (Fund 30521) to the Transportation Department as needed, pursuant to contracts and billings received for improvements to the Indian Truck Trail / I-15 Interchange; and
6. Amend the TIP by approval of the project's proposed budget shown on Attachment "A".

BACKGROUND:

By Minute Order dated June 14, 2011 (agenda item 3.57), the Board authorized the Clerk of the Board to advertise for the Interstate 15 (I-15) at Indian Truck Trail Interchange including Temescal Canyon Road Improvements, Sycamore Creek area, upon approval of California Transportation Commission (CTC). The Notice Inviting Bids was published in the newspaper as authorized by the Board, commencing on June 28, 2011.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and to take into account addenda on their Contractor's Proposal. The addendum was issued to clarify and modify the contract documents. The addendum No. 1 is attached.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, July 27, 2011. Five bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by All American Asphalt of Corona, CA, in the amount of \$5,626,215 which is \$388,269 (7.41%) above the Engineer's Estimate. Bid prices appear to be rising with respect to Engineer's Estimate costs due to inflating prices of construction materials.

The improvements consist of widening the Indian Truck Trail undercrossing from two to four lanes with turning lanes from Campbell Ranch Road to Temescal Canyon Road. The existing northbound on-ramp will be widened to two lanes, and the northbound and southbound off ramps will be widened to three lanes. New traffic signals will be constructed at the freeway ramps and Temescal Canyon intersection. These improvements are needed to accommodate increases in traffic due to residential, commercial and industrial development in the last few years. These improvements will accommodate current and future traffic demand by increasing traffic capacity and enhancing safety within the interchange.

The Honorable Board of Supervisors

RE: Interstate 15 (I-15) at Indian Truck Trail Interchange including Temescal Canyon Road Improvements, Sycamore Creek area.

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The County entered into a Construction Cooperative Agreement with Caltrans (Caltrans Agreement No. 08-1294) on December 12, 2006 (agenda item 3.32), which was amended April 26, 2011 (agenda item 3.45) (08-1294 A/1). The Construction Cooperative Agreement authorizes Riverside County to be the lead agency for this project on the State highway system.

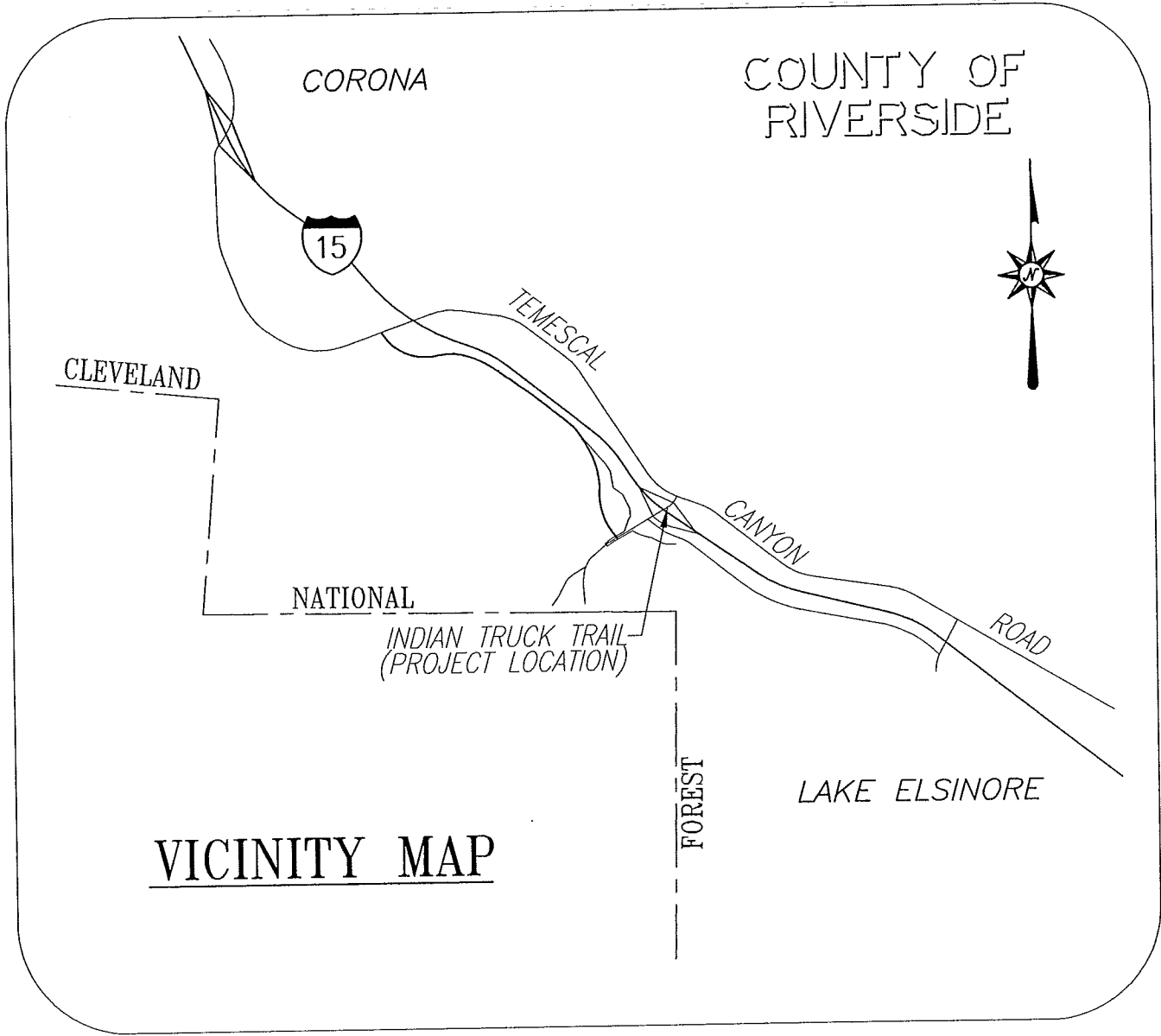
In October 2010, \$1,000,000 from the Proposition 1B State-Local Partnership Program (SLPP) fund was programmed for the project. The Board of Supervisors approved Resolution 2011-089 on April 5, 2011 (agenda item 3.16), which authorized the use of local transportation funds to "front" construction funds in the event that SLPP fund approval be deferred by the CTC at its May 11-12, 2011 meeting. The CTC did defer the allocation of Proposition 1B SLPP funds at its May meeting. A request was submitted to the CTC, supported by Resolution 2011-089, to obtain approval to construct using local transportation funds, at their June 22-23, 2011 meeting. The CTC approved construction of this project with a "fronting" of local funds and to reimburse the project upon availability of Proposition 1B SLPP funds.

Development Impact Fee (DIF) Major Improvement Funds from fund 30512 in the amount of \$645,000 and fund 30521 in the amount of \$600,000 were authorized on June 19, 2007 (agenda item 3.35).

The contractor is qualified.

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

Project Number: B4-0501



Attachment "A"

Riverside County Transportation Department

Project: **INDIAN TRUCK TRAIL / I-15 INTERCHANGE**

Project No.(s): **B4-0501**

Project Costs and Budget

| Activity | Incurred Costs | Projected Costs | Total Costs | Existing Budget | Proposed Budget |
|---|----------------|------------------|------------------|-------------------|------------------|
| Preliminary Survey | | | | | |
| Environmental | 1,800 | 700 | 2,500 | | 3,000 |
| Design | 475,291 | 20,000 | 495,291 | 403,000 | 495,000 |
| Right-of-way | 279,404 | 20,000 | 299,404 | 495,000 | 299,000 |
| Utilities | | 185,000 | 185,000 | 715,000 | 185,000 |
| Construction | | 5,626,215 | 5,626,215 | 8,491,000 | 6,189,000 |
| Construction Contingency 10% | | 562,622 | 562,622 | | |
| Construction Engineering & Inspection 12% | 39,214 | 635,932 | 675,146 | 1,304,000 | 675,000 |
| Construction Survey 4.4% | | 250,000 | 250,000 | 240,000 | 250,000 |
| Totals: | 795,709 | 7,300,468 | 8,096,177 | 11,648,000 | 8,096,000 |

Project Funding

| Code | Name | Existing Budget | Proposed Budget |
|---------------|---|-------------------|------------------|
| 600 | Developer Contributions | 800,000 | 800,000 |
| 626 | DIF AP 6 Temescal Canyon Area | 645,000 | 720,350 |
| 635 | DIF AP15 Greater Lake Elsinore Area | 600,000 | 681,596 |
| 990 | Miscellaneous (Lee Lake Water District CFD #1) | | 4,800,000 |
| 999 | Unfunded | 9,603,000 | |
| 300-218 | Measure A - Western / Proposition 1B State Local Partnership Program ** | | 1,094,054 |
| Totals | | 11,648,000 | 8,096,000 |

Comments

Developer spent funds in the amount of \$1,748,000 were deducted from the TIP budget of \$13,396,000 to produce the Existing Budget amount of \$11,648,000 shown above.

** \$1,000,000 of the shown Measure A funds are expected to be reimbursed by Proposition 1B SLPP funds upon the State's sale of transportation bonds.

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 |
|-------------------------|---------------------------|

N/A

| | |
|--------------------------------|----------------------|
| Vendor/Lessor Name: | All American Asphalt |
| Vendor/Lessor Location: | Corona, Ca. |

Minority Status:

- M W DV None

Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 5,626,214.52 to \$7,018,783.50
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 5,626,214.52 to \$7,018,783.50

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

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".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **INTERSTATE-15 (I-15) AT INDIAN TRUCK TRAIL INTERCHANGE INCLUDING TEMESCAL CANYON ROAD IMPROVEMENTS IN RIVERSIDE COUNTY, PROJECT NO. B4-0501**, 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 **(1)**. (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.

**INTERSTATE-15(I-15) AT INDIAN TRUCK TRAIL INTERCHANGE INCLUDING TEMESCAL
CANYON ROAD IMPROVEMENTS IN RIVERSIDE COUNTY**

PROJECT NO. B4-0501

AGREEMENT

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|--|------|--------------------|-------------------------|--------------------|
| 1 | 039124 | INTERLOCKING CONCRETE PAVERS | M2 | 850 | 113.50 | 96,475.00 |
| 2 | 066102 | DUST ABATEMENT | LS | 1 | 2,550.00 | 2,550.00 |
| 3 | 066105 | RESIDENT ENGINEERS OFFICE | LS | 1 | 54,500.00 | 54,500.00 |
| 4 | 066842A | STATE FURNISHED MATERIAL: MODEL 2070 CONTROLLER ASSEMBLIES INCLUDING CONTROLLER UNITS, AND BATTERY BACKUP COMPONENTS | FA | 1 | 15,000.00 | 15,000.00 |
| 5 | 070012 | PROGRESS SCHEDULE (CRITICAL PATH METHOD) | LS | 1 | 1,530.00 | 1,530.00 |
| 6 | 074016 | CONSTRUCTION SITE MANAGEMENT | LS | 1 | 765.00 | 765.00 |
| 7 | 074019 | PREPARE STORM WATER POLLUTION PREVENTION PLAN | LS | 1 | 20,500.00 | 20,500.00 |
| 8 | 074028 | TEMPORARY FIBER ROLL | M | 534 | 7.00 | 3,738.00 |
| 9 | 074029 | TEMPORARY SILT FENCE | M | 298 | 6.60 | 1,966.80 |
| 10 | 074031 | TEMPORARY GRAVEL BAG BERM | M | 1,148 | 5.10 | 5,854.80 |
| 11 | 074032 | TEMPORARY CONCRETE WASHOUT FACILITY | EA | 1 | 15,300.00 | 15,300.00 |
| 12 | 074033 | TEMPORARY CONSTRUCTION ENTRANCE | EA | 5 | 3,350.00 | 16,750.00 |
| 13 | 074035 | TEMPORARY CHECK DAM | M | 770 | 5.30 | 4,081.00 |
| 14 | 074037 | MOVE-IN/MOVE-OUT (TEMPORARY EROSION CONTROL) | EA | 3 | 410.00 | 1,230.00 |
| 15 | 074038 | TEMPORARY DRAINAGE INLET PROTECTION | EA | 25 | 148.00 | 3,700.00 |
| 16 | 074041 | STREET SWEEPING | LS | 1 | 22,440.00 | 22,440.00 |
| 17 | 071325 | TEMPORARY FENCE (TYPE ESA) | M | 840 | 4.60 | 3,864.00 |
| 18 | 120090 | CONSTRUCTION AREA SIGNS | LS | 1 | 25,500.00 | 25,500.00 |
| 19 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 311,000.00 | 311,000.00 |
| 20 | 128650 | PORTABLE CHANGEABLE MESSAGE SIGN | LS | 1 | 510.00 | 510.00 |
| 21 | 150221 | ABANDON INLET | EA | 3 | 1,600.00 | 4,800.00 |
| 22 | 150227 | ABANDON PIPELINE | M | 90 | 137.00 | 12,330.00 |
| 23 | 150760 | REMOVE SIGN STRUCTURE | EA | 2 | 255.00 | 510.00 |
| 24 | 150806 | REMOVE PIPE | M | 25 | 87.00 | 2,175.00 |

**AGREEMENT
(CONTINUED)**

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|--|------|--------------------|-------------------------|--------------------|
| 25 | 150820 | REMOVE INLET | EA | 6 | 1,500.00 | 9,000.00 |
| 26 | 150844 | REMOVE CONCRETE (SLOPE PAVING) | M3 | 60 | 66.00 | 3,960.00 |
| 27 | 150859 | REMOVE ASPHALT CONCRETE OVERSIDE DRAIN | EA | 3 | 745.50 | 2,236.50 |
| 28 | 151540 | RECONSTRUCT CHAIN LINK FENCE | M | 20 | 100.00 | 2,000.00 |
| 29 | 152386 | RELOCATE ROADSIDE SIGN | EA | 1 | 920.00 | 920.00 |
| 30 | 153103 | COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM) | M2 | 1,150 | 8.30 | 9,545.00 |
| 31 | 160101 | CLEARING AND GRUBBING | LS | 1 | 12,300.00 | 12,300.00 |
| 32 | 160120 | REMOVE TREE | EA | 1 | 3,060.00 | 3,060.00 |
| 33 | 066061 | CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP) | FA | 1 | 50,000.00 | 50,000.00 |
| 34 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 9,350.00 | 9,350.00 |
| 35 | 190101 | ROADWAY EXCAVATION | M3 | 23,500 | 13.70 | 321,950.00 |
| 36 | 190110 | LEAD COMPLIANCE PLAN | LS | 1 | 4,500.00 | 4,500.00 |
| 37 | 192050(F) | STRUCTURE EXCAVATION (TIE-BACK WALL) | M3 | 371 | 61.40 | 22,779.40 |
| 38 | 192037(F) | STRUCTURE EXCAVATION (RETAINING WALL) | M3 | 2,607 | 15.00 | 39,105.00 |
| 39 | 193026(F) | STRUCTURE BACKFILL (TIE-BACK WALL) | M3 | 32 | 437.00 | 13,984.00 |
| 40 | 193013(F) | STRUCTURE BACKFILL (RETAINING WALL) | M3 | 2,271 | 28.50 | 64,723.50 |
| 41 | 194001 | DITCH EXCAVATION | M3 | 200 | 24.00 | 4,800.00 |
| 42 | 198007 | SHOULDER BACKING | M3 | 70 | 60.00 | 4,200.00 |
| 43 | 200114 | ROCK BLANKET | M2 | 5,150 | 57.50 | 296,125.00 |
| 44 | 203031A | EROSION CONTROL (HYDROSEED) | M2 | 21,490 | 0.55 | 11,819.50 |
| 45 | 203026 | MOVE IN/MOVE OUT (EROSION CONTROL) | EA | 3 | 306.00 | 918.00 |
| 46 | 208733A | IRRIGATION CROSSOVER (300MM CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT) | M | 52 | 151.00 | 7,852.00 |

**AGREEMENT
(CONTINUED)**

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|--|-------|--------------------|-------------------------|--------------------|
| 47 | 250201 | CLASS 2 AGGREGATE SUBBASE | M3 | 10,500 | 19.85 | 208,425.00 |
| 48 | 260201 | CLASS 2 AGGREGATE BASE | M3 | 6,420 | 19.25 | 123,585.00 |
| 49 | 280000 | LEAN CONCRETE BASE | M3 | 360 | 135.00 | 48,600.00 |
| 50 | 390132 | HOT MIX ASPHALT (TYPE A) | TONNE | 9,996 | 87.50 | 874,650.00 |
| 51 | 390102A | HOT MIX ASPHALT (TYPE A BOND BREAKER) | M3 | 216 | 268.00 | 57,888.00 |
| 52 | 394002 | PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) | M2 | 40 | 76.50 | 3,060.00 |
| 53 | 394040 | PLACE HOT MIX ASPHALT DIKE (TYPE A) | M | 60 | 3.85 | 231.00 |
| 54 | 394044 | PLACE HOT MIX ASPHALT DIKE (TYPE C) | M | 60 | 3.85 | 231.00 |
| 55 | 394046 | PLACE HOT MIX ASPHALT DIKE (TYPE D) | M | 1,525 | 3.85 | 5,871.25 |
| 56 | 394049 | PLACE HOT MIX ASPHALT DIKE (TYPE F) | M | 24 | 3.85 | 92.40 |
| 57 | 401066 | JOINTED PLAIN CONCRETE PAVEMENT | M3 | 770 | 278.50 | 214,445.00 |
| 58 | 404092 | SEAL PAVEMENT JOINT | M | 1,585 | 11.75 | 18,623.75 |
| 59 | 404094 | SEAL LONGITUDINAL ISOLATION JOINT | M | 330 | 12.75 | 4,207.50 |
| 60 | 490655A | MICROPILES | EA | 12 | 1,035.00 | 12,420.00 |
| 61 | 500050 | TIEBACK ANCHOR | EA | 145 | 1,730.00 | 250,850.00 |
| 62 | 510060(F) | STRUCTURAL CONCRETE (RETAINING WALL) | M3 | 433 | 1,140.00 | 493,620.00 |
| 63 | 510502(F) | MINOR CONCRETE (MINOR STRUCTURE) | M3 | 30 | 2,040.00 | 61,200.00 |
| 64 | 511035A | FORMED RELIEF TEXTURE | M2 | 438 | 124.00 | 54,312.00 |
| 65 | 520103(F) | BAR REINFORCING STEEL (RETAINING WALL) | KG | 53,600 | 2.40 | 128,640.00 |
| 66 | 530100(F) | SHOTCRETE | M3 | 176 | 433.00 | 76,208.00 |
| 67 | 560203(F) | FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY) | EA | 1 | 24,000.00 | 24,000.00 |
| 68 | 560204(F) | INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY) | EA | 1 | 4,100.00 | 4,100.00 |

**AGREEMENT
(CONTINUED)**

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|---|------|--------------------|-------------------------|--------------------|
| 69 | 560234 | FURNISH PANEL (25.4MM-TYPE A) | EA | 1 | 4,800.00 | 4,800.00 |
| 70 | 560238 | FURNISH SINGLE SHEET ALUMINUM SIGN (1.6MM-UNFRAMED) | EA | 54 | 100.00 | 5,400.00 |
| 71 | 560239 | FURNISH SINGLE SHEET ALUMINUM SIGN (2.0MM-UNFRAMED) | EA | 22 | 190.00 | 4,180.00 |
| 72 | 560241 | FURNISH SINGLE SHEET ALUMINUM SIGN (1.6MM-FRAMED) | EA | 5 | 1,380.00 | 6,900.00 |
| 73 | 560242 | FURNISH SINGLE SHEET ALUMINUM SIGN (2.0MM-FRAMED) | EA | 2 | 1,480.00 | 2,960.00 |
| 74 | 566011 | ROADSIGN SIGN-ONE POST | EA | 74 | 240.00 | 17,760.00 |
| 75 | 566012 | ROADSIGN SIGN-TWO POST | EA | 8 | 610.00 | 4,880.00 |
| 76 | 568001 | INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD) | EA | 4 | 92.00 | 368.00 |
| 77 | 568015 | INSTALL SIGN (MAST-ARM HANGER METHOD) | EA | 2 | 920.00 | 1,840.00 |
| 78 | 650069 | 450MM REINFORCED CONCRETE PIPE | M | 45 | 370.00 | 16,650.00 |
| 79 | 650075 | 600MM REINFORCED CONCRETE PIPE | M | 230 | 370.00 | 85,100.00 |
| 80 | 650077 | 750MM REINFORCED CONCRETE PIPE | M | 2 | 1,140.00 | 2,280.00 |
| 81 | 650079 | 900MM REINFORCED CONCRETE PIPE | M | 8 | 860.00 | 6,880.00 |
| 82 | 664008 | 300MM CSP (4.30MM THICK) | M | 7 | 570.00 | 3,990.00 |
| 83 | 664033 | 900MM CSP (4.30 MM THICK) | M | 2 | 1,020.00 | 2,040.00 |
| 84 | 681132 | GEOCOMPOSITE DRAIN | M2 | 420 | 32.65 | 13,713.00 |
| 85 | 703545 | 300MM WELDED STEEL PIPE (6.35MM THICK) | M | 81 | 360.00 | 29,160.00 |
| 86 | 705222 | 450MM CONCRETE FLARED END SECTION | EA | 1 | 1,260.00 | 1,260.00 |
| 87 | 705224 | 600MM CONCRETE FLARED END SECTION | EA | 3 | 1,400.00 | 4,200.00 |
| 88 | 705226 | 750MM CONCRETE FLARED END SECTION | EA | 1 | 1,570.00 | 1,570.00 |
| 89 | 721004 | ROCK SLOPE PROTECTION (FACING C1, METHOD B) | M3 | 16 | 200.00 | 3,200.00 |

**AGREEMENT
(CONTINUED)**

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|---|------|--------------------|-------------------------|--------------------|
| 90 | 721810 | SLOPE PAVING (CONCRETE) | M3 | 46 | 500.00 | 23,000.00 |
| 91 | 729010 | ROCK SLOPE PROTECTION FABRIC | M2 | 41 | 5.10 | 209.10 |
| 92 | 731501 | MINOR CONCRETE (CURB) | M3 | 3 | 980.00 | 2,940.00 |
| 93 | 731504 | MINOR CONCRETE (CURB AND GUTTER) | M3 | 103 | 212.00 | 21,836.00 |
| 94 | 731507 | MINOR CONCRETE (GUTTER DEPRESSION) | M3 | 3 | 980.00 | 2,940.00 |
| 95 | 731517 | MINOR CONCRETE (GUTTER) | M | 335 | 61.00 | 20,435.00 |
| 96 | 731521 | MINOR CONCRETE (SIDEWALK) | M3 | 65 | 336.00 | 21,840.00 |
| 97 | 731623 | MINOR CONCRETE (CURB RAMP) | M3 | 6 | 700.00 | 4,200.00 |
| 98 | 750500(F) | MISCELLANEOUS METAL (RESTRAINER-CABLE TYPE) | KG | 245 | 42.00 | 10,290.00 |
| 99 | 750001(F) | MISCELLANEOUS IRON AND STEEL | KG | 2,222 | 7.30 | 16,220.60 |
| 100 | 832003 | METAL BEAM GUARD RAILING (WOOD POST) | M | 60 | 120.00 | 7,200.00 |
| 101 | 833077 | PEDESTRIAN BARRICADE (TYPE 1) | EA | 1 | 1,530.00 | 1,530.00 |
| 102 | 839521 | CABLE RAILING | M | 340 | 41.00 | 13,940.00 |
| 103 | 839568 | END ANCHOR ASSEMBLY (TYPE SFT) | EA | 3 | 640.00 | 1,920.00 |
| 104 | 839585 | ALTERNATIVE FLARED TERMINAL SYSTEM | EA | 4 | 2,520.00 | 10,080.00 |
| 105 | 839704 | CONCRETE BARRIER (TYPE 60D MOD) | M | 210 | 215.00 | 45,150.00 |
| 106 | 700617 | DRAINAGE INLET MARKER | EA | 13 | 75.00 | 975.00 |
| 107 | 820118 | MBGR DELINEATOR | EA | 25 | 14.80 | 370.00 |
| 108 | 839541 | TRANSITION RAILING (TYPE WB) | EA | 3 | 2,970.00 | 8,910.00 |
| 109 | 840515 | THERMOPLASTIC PAVEMENT MARKING | M2 | 111 | 46.00 | 5,106.00 |
| 110 | 840561 | 100 MM THERMOPLASTIC TRAFFIC STRIPE | M | 2,570 | 1.53 | 3,932.10 |

**AGREEMENT
(CONTINUED)**

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|---|------|--------------------|-------------------------|--------------------|
| 111 | 840563 | 200 MM THERMOPLASTIC TRAFFIC STRIPE | M | 100 | 4.10 | 410.00 |
| 112 | 840563A | 300 MM THERMOPLASTIC TRAFFIC STRIPE | M | 460 | 8.20 | 3,772.00 |
| 113 | 840571 | 100 MM THERMOPLASTIC TRAFFIC STRIPE (BROKEN 5.18 M -2.14 M) | M | 741 | 1.02 | 755.82 |
| 114 | 840656 | PAINT TRAFFIC STRIPE (2 COAT) | M | 4,270 | 2.55 | 10,888.50 |
| 115 | 840666 | PAINT PAVEMENT MARKING (2 COAT) | M2 | 95 | 41.00 | 3,895.00 |
| 116 | 850101 | PAVEMENT MARKER (NON-REFLECTIVE) | EA | 160 | 5.10 | 816.00 |
| 117 | 850111 | PAVEMENT MARKER (RETROREFLECTIVE) | EA | 600 | 10.20 | 6,120.00 |
| 118 | 860251 | SIGNAL AND LIGHTING (LOCATION 1) | LS | 1 | 154,000.00 | 154,000.00 |
| 119 | 860252 | SIGNAL AND LIGHTING (LOCATION 2) | LS | 1 | 115,000.00 | 115,000.00 |
| 120 | 860252A | SIGNAL AND LIGHTING (LOCATION 3) | LS | 1 | 153,000.00 | 153,000.00 |
| 121 | 860400 | TEMPOARY HIGHWAY LIGHTING SYSTEM | LS | 1 | 22,000.00 | 22,000.00 |
| 122 | 860460 | LIGHTING AND SIGN ILLUMINATION | LS | 1 | 134,000.00 | 134,000.00 |
| 123 | 861100A | RAMP METERING SYSTEM (LOCATION 1) (ABOVE GROUND UTILITIES EXCLUDED) | LS | 1 | 72,000.00 | 72,000.00 |
| 124 | 861100B | RAMP METERING SYSTEM (LOCATION 2) (ABOVE GROUND UTILITIES EXCLUDED) | LS | 1 | 88,000.00 | 88,000.00 |
| 125 | 861503 | MODIFY LIGHTING | EA | 1 | 1,020.00 | 1,020.00 |
| 126 | 999990 | MOBILIZATION | LS | 1 | 230,000.00 | 230,000.00 |
| 127 | 074034 | TEMPORARY COVER | M2 | 250 | 3.70 | 925.00 |

PROJECT TOTAL, ITEMS 1-127:

Five million six hundred twenty six thousand two hundred fourteen dollars and fifty two cents
WORDS

\$5,626,214.52

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*
Robert Bradley

Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Mark Luer

BY _____
Deputy

TITLE: Mark Luer, Secretary

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

License No. 267073

Federal Employer Identification Number:

95-2595043

BY _____
"County"
(Seal)

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: *M. L. Victor* 9/8/11
MARSHA L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

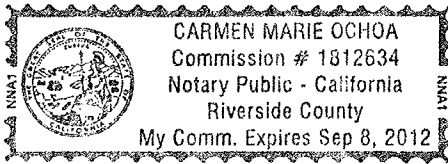
On August 18, 2011 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

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 Carmen Marie Ochoa
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 _____

Document Date: _____ Number of Pages: _____

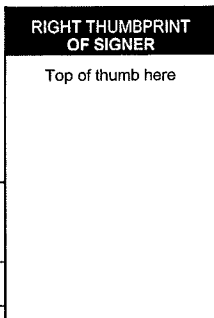
Signer(s) Other Than Named Above: _____

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: _____

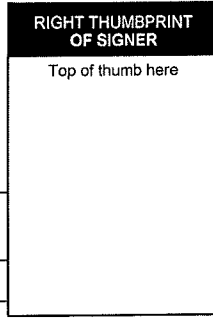
Signer is Representing:
All American Asphalt



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






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 July 8, 2011, designated Robert Bradley to represent our Corporation in the capacity of Vice President.



Mark Luer
Secretary

**JOINT ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SOLE SHAREHOLDER
OF
ALL AMERICAN ASPHALT,
a California corporation**

The undersigned, being all of the Board of Directors (the "Board" and "Board of Directors") and the shareholders of ALL AMERICAN ASPHALT, a California corporation (the "Corporation"), acting pursuant to the authority granted under Sections 307(b) and 603(a) of the California General Corporation Law and the Bylaws of the Corporation, do hereby adopt, ratify and approve the following resolutions and direct the Secretary of the Corporation to place a copy hereof in the Corporation's book of minutes:

RATIFICATION OF ELECTION/APPOINTMENT/CONFIRMATION OF OFFICERS

WHEREAS, the following persons were elected, appointed or confirmed to the offices of this Corporation identified opposite their respective names by the Board effective 12/7/10, to serve at the pleasure of the Board until their resignation, removal or other disqualification from service, or until the election of their successors:

Mike Ryan –Vice President

Robert Bradley –Vice President

Kenny McGuire –Vice President

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby ratifies, confirms and approves in all respects and for all purposes as the act and deed of this Corporation, the election, appointment and/or confirmation of the following persons to the offices of this Corporation identified opposite their respective names effective 12/7/10 to serve at the pleasure of the Board until their resignation, removal or other disqualification from service, or until the election of their successors:

Mike Ryan –Vice President

Robert Bradley –Vice President

Kenny McGuire –Vice President

It is noted that the date of the appointment for these officers has been left open due to the fact that the original documentation & minutes has been misplaced.

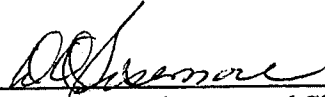
GENERAL AUTHORITY

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized and directed to take all actions and to execute and deliver, in the name and on behalf of the Corporation and under its seal or otherwise, any and all documents, certificates and instruments, and to pay all expenses, as they or any of them may deem necessary or advisable to carry out the purposes of the foregoing resolutions and the transactions contemplated thereby; and that the taking of each action, the execution and delivery of each document or instrument, and the payment of each expense shall be conclusive evidence of its necessity or advisability, and that any action previously taken by any officer of the Corporation in this respect hereby is approved, ratified, adopted and confirmed.

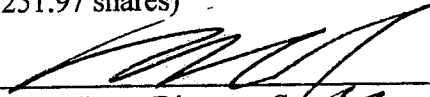
RESOLVED FURTHER, that these resolutions may be executed in any number of counterparts, and by facsimile transmission, and each such counterpart shall be deemed an original and all of which counterparts, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Board of Directors and shareholders of ALL AMERICAN ASPHALT, do hereby adopt the foregoing resolutions by written consent as of December 7, 2010. The shareholders hereby take the above actions with respect to all shares of capital stock of the Corporation held by them.



Daniel D. Sisemore, Director and Shareholder
(2,251.97 shares)



Mark A. Luer, Director, Secretary

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 **Interstate-15 (I-15) at Indian Truck Trail interchange including Temescal Canyon Road Improvements in Riverside County, Project No. B4-0501.**

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 \$ **5,626,214.52 (Five million six hundred twenty six thousand two hundred fourteen dollars and fifty two 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).

PERFORMANCE BOND

Bond No:7624716
Premium: \$23,911.00
Premium is for contract term and is subject to adjustment based on final contract price
Executed in Two Counterparts

Recitals:

1. **ALL AMERICAN ASPHALT** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Interstate-15 (I-15) at Indian Truck Trail interchange including Temescal Canyon Road Improvements in Riverside County, Project No. B4-0501.**
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 \$ **5,626,214.52 (Five million six hundred twenty six thousand two hundred fourteen dollars and fifty two 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 08/04/2011

All American Asphalt
By _____
By Robert Bradley
Robert Bradley
Title Vice President
"Contractor"

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

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On August 18, 2011 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

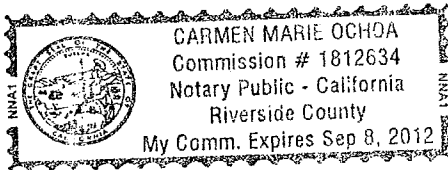
personally appeared Robert Bradley
Name(s) of Signer(s)

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 Carmen Marie Ochoa
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 _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

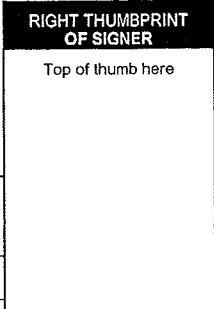
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

Signer is Representing:

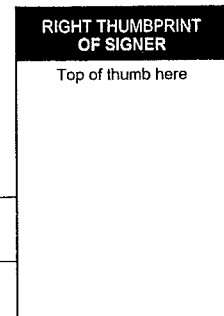
All American Asphalt



Signer's Name: _____

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

Signer is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 08/04/2011
Date

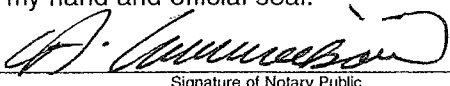
before me, A. Wilkison, Notary Public
Here Insert Name and Title of the Officer

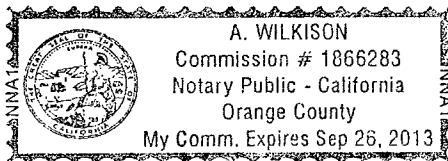
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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 #7624716

Document Date: 08/04/2011

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

PAYMENT BOND

Bond No.: 7624716
Premium: Included in Performance Bond
Executed in Two Counterparts

(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 \$ 5,626,214.52 (Five million six hundred twenty six thousand two hundred fourteen dollars and fifty two 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 Interstate-15 (I-15) at Indian Truck Trail interchange including Temescal Canyon Road Improvements in Riverside County, Project No. B4-0501.

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: 08/04/2011

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By *Robert Bradley*
Robert Bradley

By *Rebecca Haas-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
See Attached

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

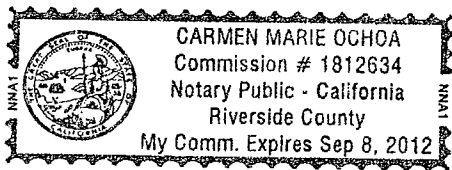
On August 18, 2011 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Carmen Marie Ochoa
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 _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange



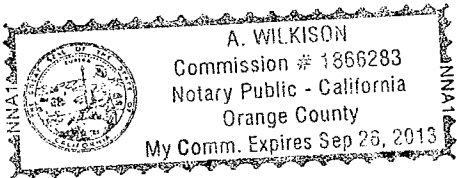
On 08/04/2011 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

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 #7624716

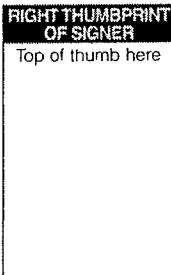
Document Date: 08/04/2011 Number of Pages: One (1)

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: _____

**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 FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, 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, Sergio D. BECHARA, Richard ADAIR and P. BAUER, all of Glendale, 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 Richard ADAIR, P. BAUER, dated February 25, 2010.

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 27th day of June, A.D. 2011.

ATTEST: _____ **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

By: *Frank E. Martin Jr.* Vice President

State of Maryland }
City of Baltimore } ss:

On this 27th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, 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.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2015

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, C/O CORPORATION SERVICE COMPANY 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2011

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).

| | | |
|---|--------------------------------------|-------------------------------|
| PRODUCER LIC #0B29370 1-925-244-7700 Edgewood Partners Insurance Centers (EPIC) [Orange Branch] P.O. Box 5003 San Ramon, CA 94583 | CONTACT NAME: Certificate Department | |
| | PHONE (A/C, No, Ext): (925) 244-7700 | FAX (A/C, No): (925) 901-0671 |
| E-MAIL ADDRESS: EPICcerts@EdgewoodIns.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: ARCH SPECIALTY INS CO | | 21199 |
| INSURER B: HARTFORD FIRE IN CO | | 19682 |
| INSURER C: NATIONAL UNION FIRE INS CO OF PITTS | | 19445 |
| INSURER D: SEABRIGHT INS CO | | 15563 |
| INSURER E: | | |
| INSURER F: | | |


INSURED
All American Asphalt
P.O. Box 2229
Corona, CA 92878-2229

COVERAGES CERTIFICATE NUMBER: 22617362 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | GFP002265803 | 08/01/11 | 08/01/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 72UENK5491 | 08/01/11 | 08/01/12 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | BE21422933 | 08/01/11 | 08/01/12 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | BB1110243 | 08/01/11 | 08/01/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project No. B4-0501 / RE: Interstate-15 (1-15) at Indian Truck Trail Interchange Including Temescal Canyon Road Improvements in Riverside County /
[2]
Certificate Holder is Additional Insured if Required by Written Contract Excluding Workers Compensation

| | |
|--|---|
| CERTIFICATE HOLDER Project No. B4-0501 County of Riverside Attn: Joel R. Jimenez 3525 14th Street Riverside, CA 92501 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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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

Project

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives; State of California, Department of Transportation, its officers, directors, agents and employees; Time Warner Communications; Level 3 Communications (fiber optic line in Temescal Canyon); Time Warner Cable; SUNESYS; Southern California Edison; Southern California Gas Company; AT&T; Elsinore Valley Municipal Water District (EVMWD); Lee Lake Water District (LLWD); Starfield Sycamore Investors, LLC.

Project No. B4-0501 / RE: Interstate-15 (1-15) at Indian Truck Trail Interchange Including Temescal Canyon Road Improvements in Riverside County /

Endorsement Number:

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

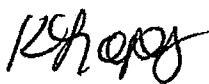
(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP002285803

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/11

00 CGL0006 00 05 07



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 | Project |
|---|--|
| County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives; State of California, Department of Transportation, its officers, directors, agents and employees; Time Warner Communications; Level 3 Communications (fiber optic line in Temescal Canyon); Time Warner Cable; SUNESYS; Southern California Edison; Southern California Gas Company; AT&T; Elsinore Valley Municipal Water District (EVMWD); Lee Lake Water District (LLWD); Starfield Sycamore Investors, LLC. | Project No. B4-0501 / RE: Interstate-15 (1-15) at Indian Truck Trail Interchange Including Temescal Canyon Road Improvements in Riverside County / |

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: GPP002265803

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/11

KG 9/1

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

Project

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives; State of California, Department of Transportation, its officers, directors, agents and employees; Time Warner Communications; Level 3 Communications (fiber optic line in Temescal Canyon); Time Warner Cable; SUNESYS; Southern California Edison; Southern California Gas Company; AT&T; Elsinore Valley Municipal Water District (EVMWD); Lee Lake Water District (LLWD); Starfield Sycamore Investors, LLC.

Project No. B4-0501 / RE: Interstate-15 (1-15) at Indian Truck Trail Interchange Including Temescal Canyon Road Improvements in Riverside County /

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:

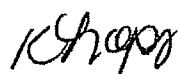
This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: GPP002265803

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/11





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; State of California, Department of Transportation, its officers, directors, agents and employees; Time Warner Communications; Level 3 Communications (fiber optic line in Temescal Canyon); Time Warner Cable; SUNESYS; Southern California Edison; Southern California Gas Company; AT&T; Elsinore Valley Municipal Water District (EVMWD); Lee Lake Water District (LLWD); Starfield Sycamore Investors, LLC.

Project
Project No. B4-0501 / RE: Interstate-15 (1-15) at Indian Truck Trail Interchange Including Temescal Canyon Road Improvements in Riverside County /

K. Shop

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.

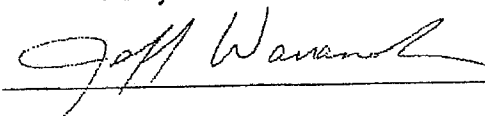
| Person or Organization | Schedule | Job Description |
|--|----------|--|
| County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives; State of California, Department of Transportation, its officers, directors, agents and employees; Time Warner Communications; Level 3 Communications (fiber optic line in Temescal Canyon); Time Warner Cable; SUNESYS; Southern California Edison; Southern California Gas Company; AT&T; Elsinore Valley Municipal Water District (EVMWD); Lee Lake Water District (LLWD); Starfield Sycamore Investors, LLC. | | Project No. B4-0501 / RE: Interstate-15 (1-15) at Indian Truck Trail Interchange Including Temescal Canyon Road Improvements in Riverside County / |

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 | 8/1/11 | Policy No. | BB1110243 | Endorsement No. | 12 |
| Insured | All American Asphalt | | | Policy Effective Date | 8/1/11 |
| Insurance Company | Seabright Insurance Company | | | | |

Countersigned By 



EXCESS LIABILITY DECLARATIONS

**NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA.**

A CAPITAL STOCK COMPANY

HOME OFFICE: 2595 INTERSTATE DRIVE, SUITE 103, HARRISBURG, PA 17110
ADMINISTRATIVE/MAILING ADDRESS: 175 WATER STREET, NEW YORK, NY 10038

POLICY NUMBER: BE 21422933

RENEWAL OF: 7521507

PRODUCER NAME: WHOLESALE TRADING CO-OP INS SERVICES LLC

ADDRESS: 135 MAIN STREET, SUITE 1130
SAN FRANCISCO, CA 94105

ITEM 1. NAMED INSURED: ALL AMERICAN ASPHALT

ADDRESS: 1776 ALL AMERICAN WAY
CORONA, CA 91718

ITEM 2. POLICY PERIOD: FROM: August 1, 2011 TO: August 1, 2012
AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. LIMITS OF INSURANCE:

The Limits of Insurance, subject to all the terms of this policy, are:

\$25,000,000 Each Occurrence
\$25,000,000 Annual Aggregate (as defined in the First Underlying Insurance Policy)

ITEM 4. SCHEDULE OF UNDERLYING INSURANCE:

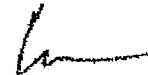
| | | |
|--|--------------------------|-------------------------------------|
| <u>First Underlying Insurance Policy</u> | <u>Applicable Limits</u> | |
| Insurer, Policy No. and Term | | |
| As per Sch. of Underlying | | Each Occurrence |
| Ins. Attached | | Annual Aggregate (where applicable) |

| | | |
|-----------------------------------|--------------------------|-------------------------------------|
| <u>Other Underlying Insurance</u> | <u>Applicable Limits</u> | |
| As per Sch. of Underlying | | Each Occurrence |
| Ins. Attached | | Annual Aggregate (where applicable) |

ITEM 5. POLICY PREMIUM:

ITEM 6. ENDORSEMENTS ATTACHED: SEE ATTACHED SCHEDULE

COUNTERSIGNED _____
60226 (11/09) DATE
AH2694

BY 
Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

EXCESS LIABILITY POLICY FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured as shown in Item 1 of the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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

INSURING AGREEMENTS

I. Coverage

A. We will pay on your behalf the Ultimate Net Loss in excess of the Underlying Insurance as shown in Item 4 of the Declarations, but only up to an amount not exceeding our Limits of Insurance as shown in Item 3 of the Declarations. Except for the terms, definitions, conditions and exclusions of this policy, the coverage provided by this policy shall follow the terms, definitions, conditions and exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

B. The Limits of Insurance shown in Item 3 of the Declarations state the most we will pay regardless of the number of Insureds, claims made or suits brought or persons or organizations making claims or bringing suits.

C. Maintenance of Underlying Insurance

The limits of insurance of the Underlying Insurance shown in Item 4 of the Declarations shall be maintained in full effect during the period of this policy except for any reduction or exhaustion of aggregate limits contained therein solely by the payment for damages for accidents or occurrences, whichever is applicable, that take place during each annual period of this policy and that are insured by this policy.

If you fail to comply with this requirement, we will only be liable to the same extent that we would had you fully complied with this requirement.

II. Definitions

A. Ultimate Net Loss

The term "Ultimate Net Loss" means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurance, excepting however the Underlying Insurance shown in Item 4 of the Declarations.

B. Each Annual Period

The term "Each Annual Period" means each consecutive period of one year commencing from the inception date of this policy.

C. Pollutants

The term "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: BE 21422933

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

| <u>TYPE OF POLICY OR COVERAGE</u> | <u>INSURER, POLICY NO. AND POLICY PERIOD</u> | <u>LIMITS</u> |
|--|---|---|
| GENERAL LIABILITY (APPLICABLE TO NON- D.O.T. PROJECTS) | ARCH SPECIALTY INS. CO. GPP002265802 08/01/10 08/01/12 | \$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 DESIGNATED CONS PROJECTS GEN AGG \$10,000,000 POLICY AGGREGATE \$2,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit |
| GENERAL LIABILITY (APPLICABLE TO D.O.T. PROJECTS) | ARCH SPECIALTY INS. CO. GPP002702802 08/01/10 08/01/12 | \$2,000,000 EACH OCCURRENCE \$4,000,000 GENERAL AGGREGATE \$2,000,000 DESIGNATED CONS PROJECTS GEN AGG \$10,000,000 POLICY AGGREGATE \$2,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the limit |
| AUTO LIABILITY | Hartford Insurance Company of 08/01/11 08/01/12 | \$1,000,000 COMBINED SINGLE LIMIT Defense Expenses are in addition to the limit |
| EMPLOYERS LIABILITY | SEABRIGHT INSURANCE 08/01/11 08/01/12 | \$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 |

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: BE 21422933

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**TYPE OF POLICY
OR COVERAGE**

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

LIMITS

EMPLOYEE BENEFITS LIABILITY
(NON- D.O.T.)

ARCH SPECIALTY INS. CO.
GPP002265802
08/01/10
08/01/12

\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE
RETRO DATE: 08/01/2004

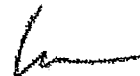
Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY
(D.O.T.)

ARCH SPECIALTY INS. CO.
GPP002702802
08/01/10
08/01/12

\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE
RETRO DATE: 08/01/2004

Defense Expenses are in addition to the limit



Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

Company Profile

ARCH INSURANCE COMPANY

300 PLAZA 3
JERSEY CITY, NJ 07311
800-821-5546

Former Names for Company

Old Name: FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN FIRST
INSURANCE COMPANY

Effective Date: 11-06-2002

Old Name: FIRST AMERICAN INSURANCE COMPANY

Effective Date: 01-05-1987

Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 11150 |
| NAIC Group #: | <u>1279</u> |
| California Company ID #: | 3005-6 |
| Date authorized in California: | July 19, 1985 |
| License Status: | UNLIMITED-NORMAL |
| Company Type: | Property & Casualty |
| State of Domicile: | MISSOURI |

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
DISABILITY
FIRE
LIABILITY
MARINE
✓ SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

Company Profile

HARTFORD FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA
HARTFORD, CT 06115
800-243-5860

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 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
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 COMMON CARRIER LIABILITY
 CREDIT
 DISABILITY
 FIRE
 LEGAL INSURANCE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
 WORKERS' COMPENSATION

Company Profile

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

180 MAIDEN LANE
NEW YORK, NY 10038
800-551-0824

Agent for Service of Process
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 19445 |
| NAIC Group #: | <u>0012</u> |
| California Company ID #: | 0131-3 |
| Date authorized in California: | November 28, 1902 |
| 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
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 COMMON CARRIER LIABILITY
 DISABILITY
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 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
 WORKERS' COMPENSATION

Company Complaint Information

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, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE,
SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 15563 |
| NAIC Group #: | 0000 |
| 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