

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

314



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 24, 2013

SUBJECT: East Hemet Resurfacing Project, Communities of East Hemet and Valle Vista, 3rd/ 3rd District [\$1,613,608, 71.7% State Funds, 28.3% Local Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$1,613,608; and
2. Award the contract to All American Asphalt and authorize the Chairman of the Board to execute the contract documents; and
3. Approve the project's proposed budget as shown on Attachment "A."

Juan C. Perez
Director of Transportation and Land
Management

JCP:jrr:rr

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 1,613,608	\$ 0.00	\$ 1,613,608	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SOURCE OF FUNDS: Proposition 1B [State Bond Funds- Local Roads] (52.8%), Gas Tax [ABX8-9 Mar 2010 New HUTA] (18.9%), Measure A/Western (26.9%), and Lake Hemet Municipal Water District (1.4%). There are no General Funds used in this project.				Budget Adjustment: No	
				For Fiscal Year: 2013/2014	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL

BY: DATE: 10/15/13

Departmental Concurrence

- ☐ A-30
- ☐ Positions Added
- ☐ 4/5 Vote
- ☐ Change Order

Prev. Agn. Ref.: 7/30/13, Item 3-62

District: 3/3

Agenda Number:

3-52

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

FORM 11: East Hemet Resurfacing Project, Communities of East Hemet and Valle Vista, 3rd/ 3rd District
[\$1,613,608, 71.7% State Funds, 28.3% Local Funds]

DATE: October 24, 2013

PAGE: 2 of 2

Summary

By Minute Order dated July 30, 2013 (Agenda Item 3-62), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of East Hemet Resurfacing Project in the communities of East Hemet and Valle Vista. Bids were opened on August 21, 2013, for the resurfacing of thirty streets. The lowest responsible bid was submitted by All American Asphalt of Corona, CA in the amount of \$1,613,608.

Five bids were received ranging from \$1,649,188 to \$2,161,313. 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 \$1,613,608, which is \$50,812 (3.0%) less than the Engineer's Estimate.

The bid includes one base bid schedule and one alternate bid schedule. The alternate bid schedule, designated for the contractor to do a Lake Hemet Municipal Water District (LHMWD) construction item, is not selected for award. The LHMWD will do manhole adjustment work with their own forces as needed. Even though this alternate bid is not selected for award, funds from LHMWD will contribute for resurfacing costs in lieu of utility trench overlay. The Transportation Department recommends award of the base bid schedule and not award the alternate bid schedule of work; therefore, the total Contract amount is \$1,613,608. The construction duration for this project is 40 calendar days.

The contractor is qualified to perform the work as outlined in the bid, has executed the Contract, and has provided bonds and insurance documents, which meet the requirements of the Contract.

Impact on Citizens and Businesses

The streets included in this project are residential and are listed on Attachment 1.

The existing pavement will be removed and new pavement will be placed. In addition, curbs and gutters that are in poor condition will be replaced, and any existing access ramps that do not meet the current Americans with Disabilities Act (ADA) requirements will be improved or replaced to meet the current requirements. Several new access ramps will also be added.

SUPPLEMENTAL:

Additional Fiscal Information

The Contract will be awarded to All American Asphalt for the total amount of \$1,613,608. The East Hemet Resurfacing Project is funded with Proposition 1B (State Bond Funds - Local Roads), Gas Tax, Measure A/Western Funds and funds from LHMWD in lieu of utility trench overlay. There are no General Funds used in this project. See Attachment "A" for project cost and funding information.

Contract History and Price Reasonableness

N/A

Project No. C3-0052, C3-0053, and X-1108

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: \$ 1,670,000.00 to \$2,114,813.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 1,670,000.00 to \$2,114,813.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

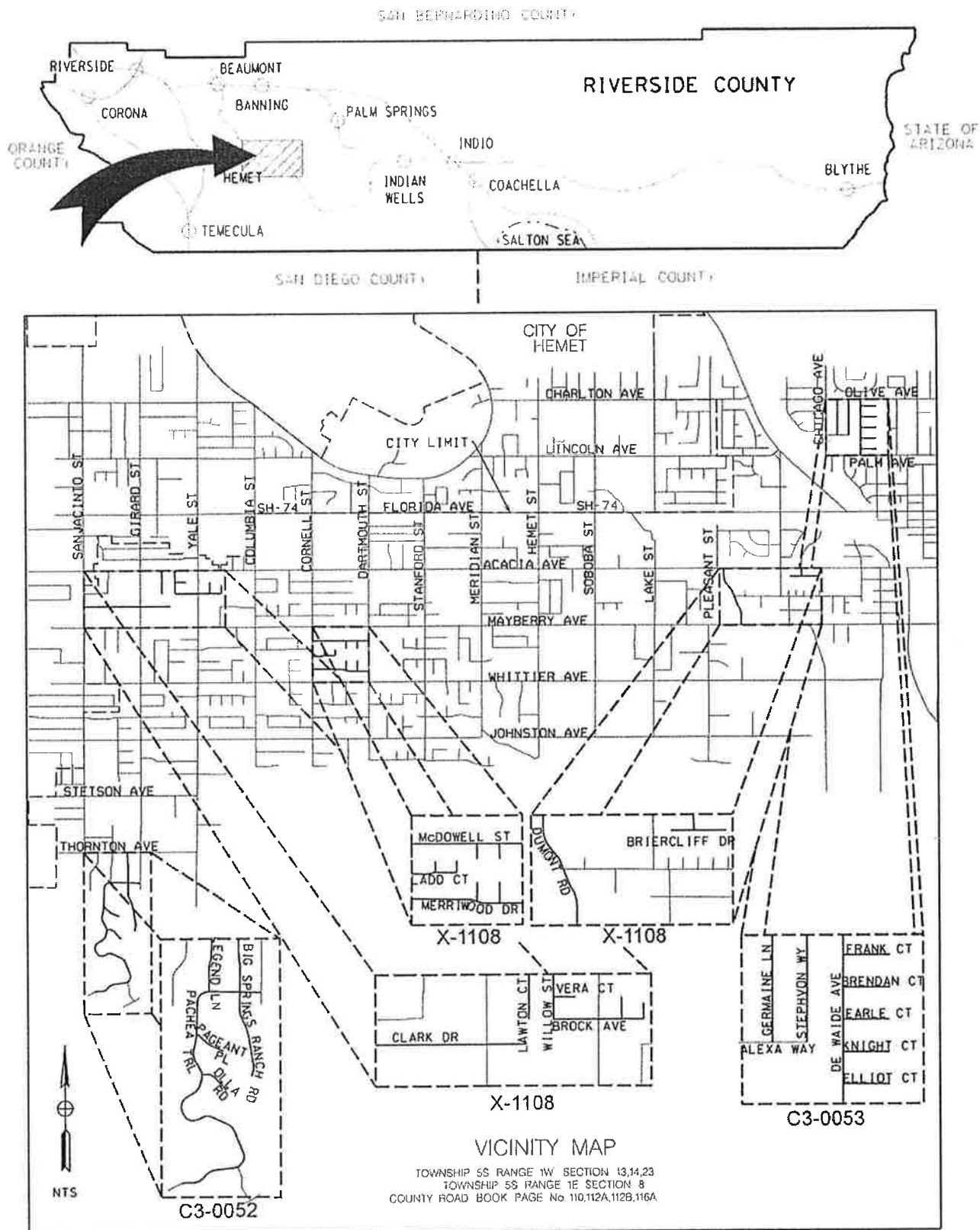
1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

COUNTY OF RIVERSIDE DEPARTMENT OF TRANSPORTATION

East Hemet Resurfacing Project In the Community of East Hemet and Valle Vista Project No. C3-0052, C3-0053 and X-1108

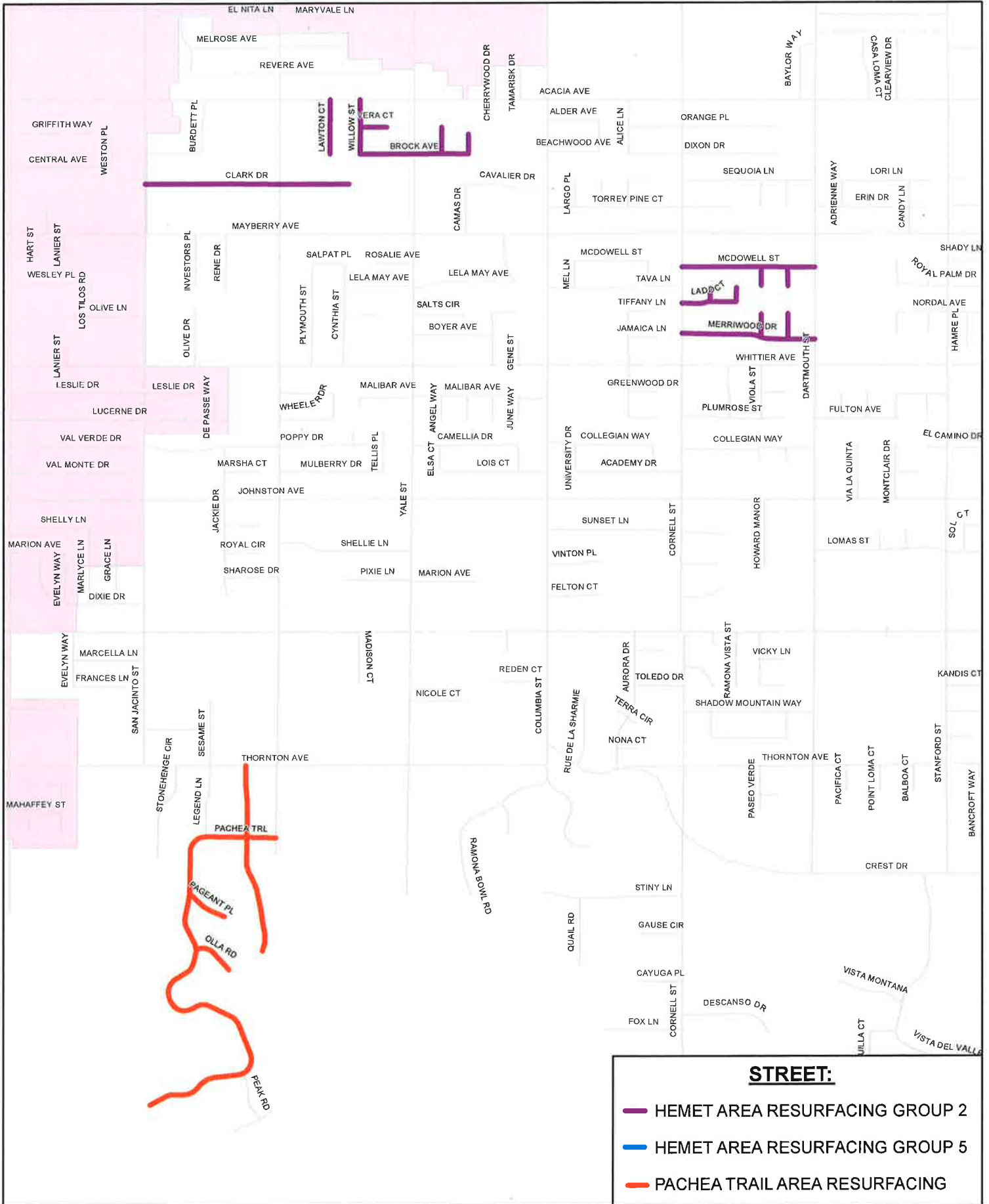


0 600 1,200 2,400 Feet
 1 inch = 1,200 feet
 Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
 Printed by ahuyinh on 10/10/2013

HEMET AREA ROAD IMPROVEMENT PROJECT



The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

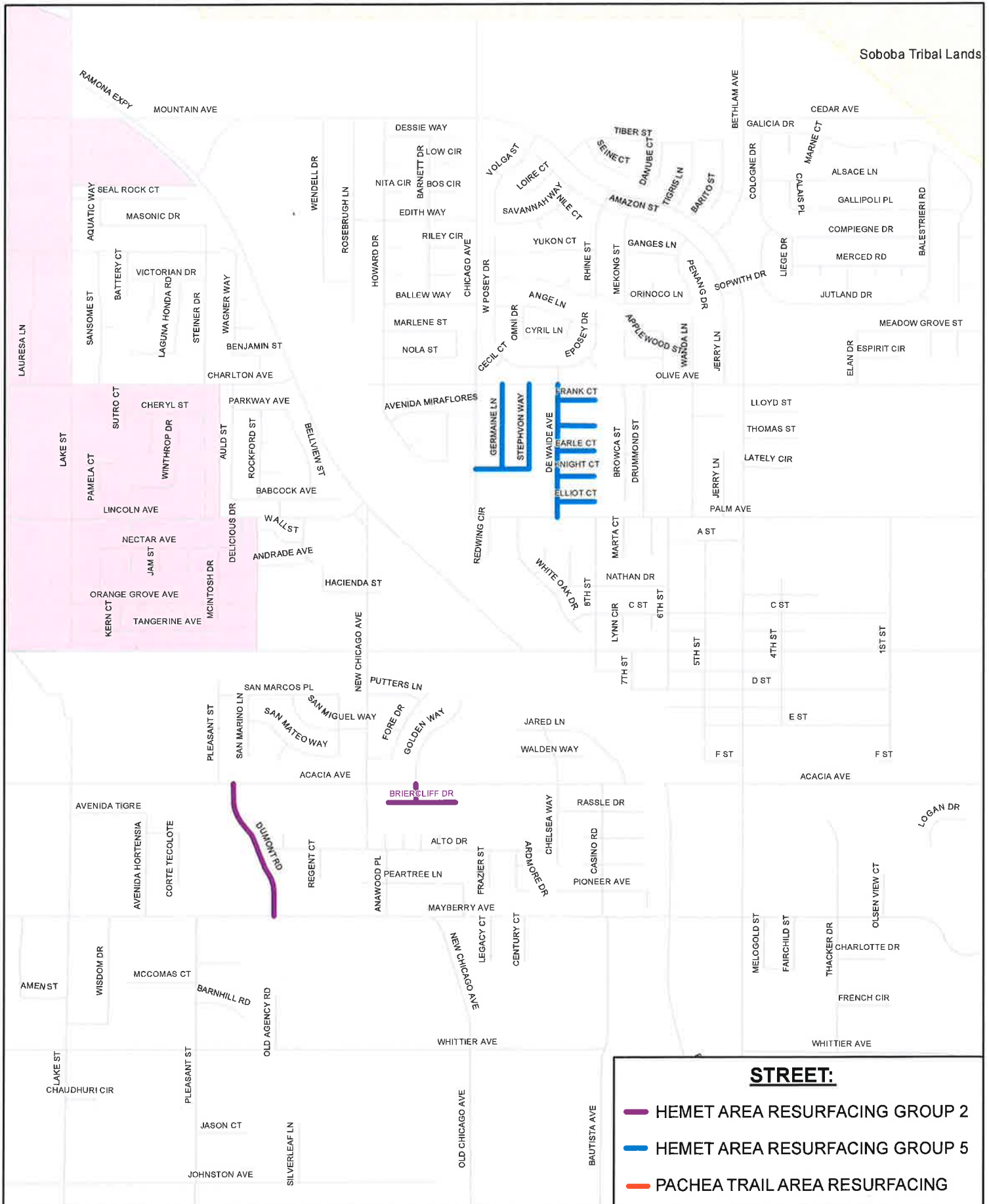
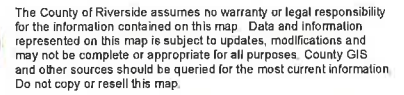


STREET:

- HEMET AREA RESURFACING GROUP 2
- HEMET AREA RESURFACING GROUP 5
- PACHEA TRAIL AREA RESURFACING

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by ahuyinh on 10/10/2013

ROAD IMPROVEMENT PROJECT



Attachment "A"

Riverside County Transportation Department

Page 1

EAST HEMET AREA RESURFACING PROJECT

Project:

HEMET AREA RESURFACING GROUP 2 - X1108
HEMET AREA RESURFACING GROUP 5 - C30053
PACHEA TRAIL RESURFACING GROUP - C30052

Project No.(s): X1108, C3-0052, C3-0053

Expenses as of: 6/11/2013

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	11,378		12,000		12,000
Environmental	839		1,000	6,000	1,000
Design	130,674	15,000	146,000	180,000	146,000
Right-of-way					
Utilities					
Construction		1,613,608	1,775,000	1,689,000	1,775,000
Construction Contingency 10.0%		161,361			
Construction Engineering & Inspection		200,000	200,000	219,000	200,000
Construction Survey		80,000	80,000	89,000	80,000
Totals:	142,891	2,069,969	2,214,000	2,183,000	2,214,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads) - X1108	805,000	1,170,000
221	Gas Tax (ABX8-9 Mar 2010 New HUTA) - C30053	461,000	418,000
300	Measure A/Western - C30052	917,000	596,082
	Lake Hemet Municipal Water District - C30052		29,918
Totals		2,183,000	2,214,000

Comments

Updated with All American Asphalt unit costs from August 21, 2013 bid.

Printed: September 24, 13 5:24 PM

BY: MICHAEL O. MUETING

Riverside County Transportation Department
Summary of Bids

PROJECT: East Hemet Resurfacing Project
in the Community of East Hemet and Valle Vista

Advertised: July 30, 2013 (Agenda Item: 3.62)

Addenda: None

Bids Open: 2 pm Date: Wednesday, August 21, 2013

PROJECT No. C3-0052, C3-0053, and X-1108

Base Bid		CONTRACT ITEM			COUNTY'S ESTIMATE			All American Asphalt Corona, CA 92878	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	4,000.00	4,000.00	1
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	2,100.00	2,100.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00	55,000.00	55,000.00	
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,000	2.00	20,000.00	1.87	18,700.00	
5	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25")	SQYD	58,000	3.00	174,000.00	1.49	86,420.00	
6	152379	RELOCATE FENCE	LF	200	20.00	4,000.00	54.00	10,800.00	
7	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	10	320.00	3,200.00	129.00	1,290.00	
8	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	5,000.00	5,000.00	
9	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	3,000.00	3,000.00	
10	190101	ROADWAY EXCAVATION	CY	1,500	35.00	52,500.00	16.00	24,000.00	
11	220101	FINISHING ROADWAY	LS	1	5,000.00	5,000.00	4,000.00	4,000.00	
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	12,600	6.00	75,600.00	3.50	44,100.00	
13	390130	HOT MIX ASPHALT	TON	14,000	70.00	980,000.00	66.00	924,000.00	
14	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	1,200	15.00	18,000.00	22.00	26,400.00	
15	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) (IRREGULAR BERM)	LF	1,200	10.00	12,000.00	3.50	4,200.00	
16	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	5,000.00	5,000.00	47,000.00	47,000.00	
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	700	10.00	7,000.00	41.00	28,700.00	
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	18	3,500.00	63,000.00	2,100.00	37,800.00	
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	13,500	6.00	81,000.00	12.85	173,475.00	
20	731516	MINOR CONCRETE (DRIVEWAY) (CRS 213)	EA	3	3,500.00	10,500.00	2,400.00	7,200.00	
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	6.00	6,600.00	3.61	3,971.00	
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000	0.50	2,000.00	0.52	2,080.00	
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	10.00	600.00	6.20	372.00	
24	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00	100,000.00	100,000.00	
		PROJECT SUBTOTAL, ITEMS 1 - 24				1,670,000.00		1,613,608.00	

Alternate 1 - Lake Hemet Municipal Water District

25	152440	ADJUST MANHOLE TO GRADE	EA	60	500.00	30,000.00	593.00	35,580.00	
----	--------	-------------------------	----	----	--------	-----------	--------	-----------	--

**PROJECT TOTAL
ITEMS 1 - 25**

						1,700,000.00		1,649,188.00	
--	--	--	--	--	--	---------------------	--	---------------------	--

Riverside County Transportation Department Summary of Bids

PROJECT: East Hemet
Resurfacing Project
in the Community of East Hemet and Valle Vista

Advertised: July 30, 2013 (Agenda Item: 3.62)
Addenda: None
Bids Open: 2 pm Date: Wednesday, August 21, 2013

PROJECT No. C3-0052, C3-0053, and X-1108

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	30,902.00	30,902.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	23,000.00	23,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	29,836.00	29,836.00	123,000.00	123,000.00
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,000	3.50	35,000.00	1.77	17,700.00
5	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25")	SQYD	58,000	2.87	166,460.00	2.10	121,800.00
6	152379	RELOCATE FENCE	LF	200	50.00	10,000.00	50.00	10,000.00
7	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	10	200.00	2,000.00	155.00	1,550.00
8	160101	CLEARING AND GRUBBING	LS	1	13,652.00	13,652.00	36,000.00	36,000.00
9	170101	DEVELOP WATER SUPPLY	LS	1	96,000.00	96,000.00	24,000.00	24,000.00
10	190101	ROADWAY EXCAVATION	CY	1,500	59.00	88,500.00	26.75	40,125.00
11	220101	FINISHING ROADWAY	LS	1	1,000.00	1,000.00	21,000.00	21,000.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	12,600	1.30	16,380.00	4.56	57,456.00
13	390130	HOT MIX ASPHALT	TON	14,000	67.00	938,000.00	69.69	975,660.00
14	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	1,200	3.50	4,200.00	30.00	36,000.00
15	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) (IRREGULAR BERM)	LF	1,200	1.30	1,560.00	6.50	7,800.00
16	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	43,000.00	43,000.00	24,000.00	24,000.00
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	700	50.00	35,000.00	43.00	30,100.00
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	18	2,000.00	36,000.00	2,345.00	42,210.00
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	13,500	15.20	205,200.00	12.50	168,750.00
20	731516	MINOR CONCRETE (DRIVEWAY) (CRS 213)	EA	3	3,000.00	9,000.00	4,000.00	12,000.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	2.60	2,860.00	3.77	4,147.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000	0.26	1,040.00	0.55	2,200.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	5.20	312.00	10.00	600.00
24	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
PROJECT SUBTOTAL, ITEMS 1 - 24						1,838,000.00		1,910,000.00

Alternate 1 - Lake Hemet Municipal Water District

25	152440	ADJUST MANHOLE TO GRADE	EA	60	850.00	51,000.00	600.00	36,000.00
----	--------	-------------------------	----	----	--------	-----------	--------	-----------

PROJECT TOTAL
ITEMS 1 - 25

						1,889,000.00		1,946,000.00
--	--	--	--	--	--	--------------	--	--------------

Riverside County Transportation Department Summary of Bids

PROJECT: East Hemet
Resurfacing Project
in the Community of East Hemet and Valle Vista

Advertised: July 30, 2013 (Agenda Item: 3.62)

Addenda: None

Bids Open: 2 pm Date: Wednesday, August 21, 2013

PROJECT No. C3-0052, C3-0053, and X-1108

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					R.J. Noble Company Orange, CA 92856	BID ESTIMATE	Skanska USA Civil West Riverside, CA 92509	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	15,000.00	15,000.00	17,000.00	17,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00	15,000.00	15,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	40,000.00	40,000.00	200,000.00	200,000.00
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,000	3.00	30,000.00	3.00	30,000.00
5	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25")	SQYD	58,000	3.00	174,000.00	3.50	203,000.00
6	152379	RELOCATE FENCE	LF	200	20.00	4,000.00	55.00	11,000.00
7	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	10	150.00	1,500.00	130.00	1,300.00
8	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	5,000.00	5,000.00
9	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	2,000.00	2,000.00
10	190101	ROADWAY EXCAVATION	CY	1,500	50.00	75,000.00	58.00	87,000.00
11	220101	FINISHING ROADWAY	LS	1	5,000.00	5,000.00	17,000.00	17,000.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	12,600	4.25	53,550.00	1.35	17,010.00
13	390130	HOT MIX ASPHALT	TON	14,000	90.00	1,260,000.00	74.00	1,036,000.00
14	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	1,200	10.00	12,000.00	16.00	19,200.00
15	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) (IRREGULAR BERM)	LF	1,200	4.00	4,800.00	3.50	4,200.00
16	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	2,200.00	2,200.00	12,000.00	12,000.00
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	700	50.00	35,000.00	50.00	35,000.00
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	18	3,000.00	54,000.00	4,500.00	81,000.00
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	13,500	10.00	135,000.00	15.00	202,500.00
20	731516	MINOR CONCRETE (DRIVEWAY) (CRS 213)	EA	3	2,000.00	6,000.00	4,300.00	12,900.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	3.50	3,850.00	3.75	4,125.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000	0.50	2,000.00	0.55	2,200.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	6.00	360.00	6.30	378.00
24	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
PROJECT SUBTOTAL, ITEMS 1 - 24						2,033,260.00		2,114,813.00

Alternate 1 - Lake Hemet Municipal Water District

25	152440	ADJUST MANHOLE TO GRADE	EA	60	500.00	30,000.00	775.00	46,500.00
----	--------	-------------------------	----	----	--------	-----------	--------	-----------

PROJECT TOTAL
ITEMS 1 - 25

						2,063,260.00		2,161,313.00
--	--	--	--	--	--	--------------	--	--------------

Attachment 1- List of Streets

East Hemet Resurfacing Project

<u>No.</u>	<u>ROAD:</u>	<u>FROM:</u>	<u>TO:</u>	<u>PROJECT No.</u>
1	ALEXA WAY	CHICAGO AVE	STEPHVON WAY	C3-0053
2	AMY LN	BROCK AVE	N'LY 271 FT	X-1108
3	BIG SPRINGS RANCH RD	THORTON AVE	S'LY 1,865 FT	C3-0052
4	BRENDAN CT	DE WAIDE AVE	E'LY 385 FT	C3-0053
5	BRIERCLIFF DR	GOLDEN WAY	E'LY & W'LY 700 FT	X-1108
6	BROCK AVE	WILLOW ST	E'LY 1,280 FT	X-1108
7	CLARK DR	SAN JACINTO AVE	E'LY GIRARD ST	X-1108
8	DE WAIDE AVE	PALM AVE	OLIVE AVE	C3-0053
9	DUMONT RD	ACACIA AVE	MAYBERRY AVE	X-1108
10	EARLE CT	DE WAIDE AVE	E'LY 385 FT	C3-0053
11	ELLIOT CT	DE WAIDE AVE	E'LY 385 FT	C3-0053
12	ERWIN CT	MCDOWELL ST	S'LY 195 FT	X-1108
13	ERWIN CT	MERRIWOOD DR	N'LY 237 FT	X-1108
14	FRANK CT	DE WAIDE AVE	E'LY 385 FT	C3-0053
15	GERMAINE LN	OLIVE AVE	S'LY 800 FT	C3-0053
16	GOLDEN WAY	BRIERCLIFF DR	ACACIA AVE	X-1108
17	JEPSON CT	MCDOWELL ST	S'LY 197 FT	X-1108
18	JEPSON CT	MERRIWOOD DR	N'LY 252 FT	X-1108
19	KNIGHT CT	DE WAIDE AVE	E'LY 385 FT	C3-0053
20	LADD CT	CORNELL ST	E'LY 685 FT	X-1108
21	LAWTON CT	ACACIA AVE	S'LY 530 FT	X-1108
22	MCDOWELL ST	CORNELL ST	DARTMOUTH ST	X-1108
23	MERRIWOOD DR	CORNELL ST	DARTMOUTH ST	X-1108
24	OLLA RD	PACHEA TRAIL	E'LY 400 FT	C3-0052
25	ONLY CT	LADD CT	N'LY 160 FT	X-1108
26	PACHEA TRAIL	GIRARD ST	S'LY 4,720 FT	C3-0052
27	PAGEANT PL	PACHEA TRAIL	E'LY 400 FT	C3-0052
28	STEPHVON WY	OLIVE AVE	S'LY 800 FT	C3-0053
29	VERA CT	WILLOW ST	E'LY 274 FT	X-1108
30	WILLOW ST	BROCK AVE	ACACIA AVE	X-1108

Riverside County Contract No. 13-10-001

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **East Hemet, Resurfacing Project, In the Community of East Hemet and Valle Vista, Project No. C3-0052, C3-0053 and X-1108**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(none)**, (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 Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. 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.

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

The Contractor shall begin work within five (5) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

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

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

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

4. Compensation

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

**East Hemet
Resurfacing Project
In the Community of East Hemet and Valle Vista
Project No. C3-0052, C3-0053 and X-1108**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID:						
1	066102	DUST ABATEMENT	LS	1	4,000.00	4,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,100.00	2,100.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	55,000.00	55,000.00
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	10,000	1.87	18,700.00
5	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25")	SQYD	58,000	1.49	86,420.00
6	152379	RELOCATE FENCE	LF	200	54.00	10,800.00
7	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	10	129.00	1,290.00
8	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00
9	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00
10	190101	ROADWAY EXCAVATION	CY	1,500	16.00	24,000.00
11	220101	FINISHING ROADWAY	LS	1	4,000.00	4,000.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	12,600	3.50	44,100.00
13	390130	HOT MIX ASPHALT	TON	14,000	66.00	924,000.00
14	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	1,200	22.00	26,400.00
15	394075	PLACE HOT MIX ASPHALT DIKE (TYPE D) (IRREGULAR BERM)	LF	1,200	3.50	4,200.00

Contract (continued)

16	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	47,000.00	47,000.00
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	700	41.00	28,700.00
18	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	18	2,100.00	37,800.00
19	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	13,500	12.85	173,475.00
20	731516	MINOR CONCRETE (DRIVEWAY) (CRS 213)	EA	3	2,400.00	7,200.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	1,100	3.61	3,971.00
22	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000	0.52	2,080.00
23	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	6.20	372.00
24	000003	MISCELLANEOUS DIRECTED WORK	FA	1	100,000.00	100,000.00

PROJECT
SUB-TOTAL: One million, six hundred thirteen thousand, six hundred eight dollars and zero cents **\$ 1,613,608.00**

ITEMS 1-24 "WORDS"

ALTERNATE 1- Lake Hemet Municipal Water District

25	-	NOT SELECTED FOR AWARD	-	-	-	0.00
----	---	------------------------	---	---	---	------

PROJECT
SUB-TOTAL: Zero dollars and zero cents **\$ 0.00**

ITEM 25 "WORDS"

PROJECT
TOTAL: One million, six hundred thirteen thousand, six hundred eight dollars and zero cents **\$ 1,613,608.00**

ITEMS 1-25 "WORDS"

East Hemet
Resurfacing Project
In the Community of East Hemet and Valle Vista
Project No. C3-0052, C3-0053 and X-1108

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

COUNTY OF RIVERSIDE

All American Asphalt

BY: _____

Chairman, Board of Supervisors

DATED: _____

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY: _____

Deputy

BY: _____


ROBERT BRADLEY

TITLE: _____

VICE PRESIDENT
(If Corporation, affix Seal)

ATTEST:


MICHAEL FARKAS

TITLE: _____

SECRETARY

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

License No. 267073

Federal Employer Identification Number:

95-2595043

BY _____

"County"


ROBERT BRADLEY "Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: _____

MARSHAL VICTOR

10/15/13
DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On September 10, 2013 before me, Brenda L. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Brenda L. Royster
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 Contract – County of Riverside

Document Date: September 10, 2013 Number of Pages: 5

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: Michael Farkas

☐ Individual

☒ Corporate Officer – Title(s): Secretary

☐ Partner – ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



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 April 25, 2013 authorizes Robert Bradley to execute contracts and agreements on behalf of the Company in the capacity of Vice President.

Michael Farkas
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 **East Hemet, Resurfacing Project, In the Community of East Hemet and Valle Vista, Project No. C3-0052, C3-0053 and X-1108.**
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 **\$1,613,608.00 (One million, six hundred thirteen thousand, six hundred eight 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 this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

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).

Payment Bond

(Public Works - Civil Code §9550 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 \$1,613,608.00 (One million, six hundred thirteen thousand, six hundred eight dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of East Hemet, Resurfacing Project, In the Community of East Hemet and Valle Vista, Project No. C3-0052, C3-0053 and X-1108.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____
COUNTY OF _____ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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).

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 East Hemet, Resurfacing Project, In the Community of East Hemet and Valle Vista, Project No. C3-0052, C3-0053 and X-1108.
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 \$1,613,608.00 (One million, six hundred thirteen thousand, six hundred eight 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 this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of September 6, 2013

All American Asphalt
By Robert Bradley VICE PRES.
By Michael Parkas

Title SECRETARY
"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland
By William Syrkin
Type Name William Syrkin

Its Attorney in Fact
"Surety"

(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 September 10, 2013 before me, Brenda L. Royster, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Brenda L. Royster

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 Performance Bond – County of Riverside

Document Date: September 6, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: William Syркиn, Attorney-in-Fact

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: Michael Farkas

☐ Individual

☒ Corporate Officer – Title(s): Secretary

☐ Partner – ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

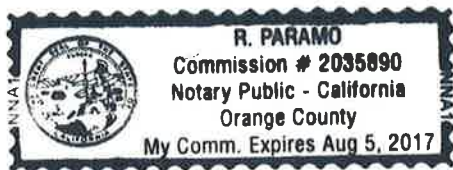
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }

County of Orange

On 09/06/2013 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)



Place Notary Seal Above

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]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7637064 Document Date: 09/06/2013

Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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

Signer's Name: _____

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

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer Is Representing: _____

Payment Bond

(Public Works - Civil Code §9550 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 \$1,613,608.00 (One million, six hundred thirteen thousand, six hundred eight dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of East Hemet, Resurfacing Project, In the Community of East Hemet and Valle Vista, Project No. C3-0052, C3-0053 and X-1108.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: September 6, 2013

All American Asphalt
Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

By Robert Bradley
ROBERT BRADLEY

By William Syrkis
Its Attorney In Fact

Title VICE PRESIDENT
(If corporation, affix seal)

(Corporate Seal)
** Please See Attached **

(Corporate Seal)

STATE OF _____
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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 September 10, 2013 before me, Brenda L. Royster, Notary Public,
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Brenda L. Royster

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: September 6, 2013 Number of Pages: 3

Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

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: Michael Farkas

☐ Individual

☒ Corporate Officer – Title(s): Secretary

☐ Partner – ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

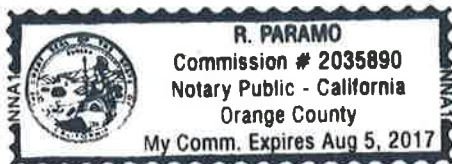
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }

County of Orange

On 09/06/2013 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
Name(s) of Signer(s)



Place Notary Seal Above

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]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7637064 Document Date: 09/06/2013

Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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

Signer's Name: _____

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

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of September, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

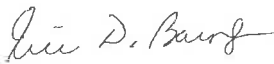
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

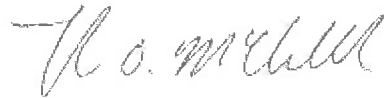
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Eric D. Barnes


Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 15th day of January, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

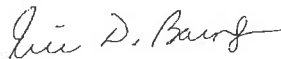
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2013.

ATTEST:

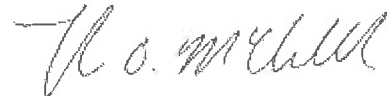
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:



*Assistant Secretary
Eric D. Barnes*



*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 15th day of January, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*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 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
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

Company Complaint Information

Company Enforcement Action Documents
Company Performance & Comparison Data
Composite Complaint Studies

Want More?

Help Me Find a Company Representative in My Area

Last Revised - November 10, 2012 10:58 AM
Copyright © California Department of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2013

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 #0829370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
[Irvine 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: EPICcerts@EdgewoodIns.com
ADDRESS: EPICcerts@EdgewoodIns.com

INSURED
All American Asphalt

P.O. Box 2229

Corona, CA 92878-2229

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ARCH SPECIALTY INS CO	21199
INSURER B: ZURICH AMER INS CO	16535
INSURER C: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 35905907

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 CERTIFICATION 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 INSR	SUBR 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"/> PROJECT <input type="checkbox"/> LOC			GPP002265805	08/01/13	08/01/14	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 checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP557108801	08/01/13	08/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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			BE11665540	08/01/13	08/01/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Following-Form \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			WC593205700	08/01/13	08/01/14	<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)

RE: East Hemet Resurfacing Project in the Community of East Hemet and Valle Vista / Project No. C3-0052, C3-0053 and X-1108

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

CERTIFICATE HOLDER

County of Riverside
Transportation Department
Attn: Contracts/Bidding Unit
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

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 officers, directors, agents and employees; Lake Hemet Municipal Water District, its officers, directors, agents and employees

Project

RE: East Hemet Resurfacing Project in the Community of East Hemet and Valle Vista / Project No. C3-0052, C3-0053 and X-1108

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: GPP002265805

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/13

00 CGL0006 00 05 07

3326



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 officers, directors, agents and employees; Lake Hemet Municipal Water District, its officers, directors, agents and employees

Project

RE: East Hemet Resurfacing Project in the Community of East Hemet and Valle Vista / Project No. C3-0052, C3-0053 and X-1108

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: GPP002265805

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/13



00 CGL0130 00 09 06

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 officers, directors, agents and employees; Lake Hemet Municipal Water District, its officers, directors, agents and employees

Project

RE: East Hemet Resurfacing Project in the Community of East Hemet and Valle Vista / Project No. C3-0052, C3-0053 and X-1108

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: GPP002265805

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/13

00 CGL0121 00 09 06 Includes Copyright Material from Insurance Services Office, Inc.

Page 1 of 1

10/9/13

3326

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

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 08/01/2013

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

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

Schedule

Project

County of Riverside its officers, directors, agents and employees; Lake Hemet Municipal Water District, its officers, directors, agents and employees

RE: East Hemet Resurfacing Project in the Community of East Hemet and Valle Vista / Project No. C3-0052, C3-0053 and X-1108

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

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



Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.			
RAP557108201	02/01/2013	02/01/2014	02/01/2014			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
 Truckers Coverage Form
 Garage Coverage Form
 Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

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

County of Riverside its officers, directors, agents and
 employees; Lake Hemet Municipal Water District, its officers,
 directors, agents and employees

RE: East Hemet Resurfacing Project in the
 Community of East Hemet and Valle Vista / Project
 No. C3-0052, C3-0053 and X-1108

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

U-CA-320-B CW (4/94)
 Page 1 of 1

3326

Agent Copy

102 921

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 08/01/2013

at 12:01 A.M. standard time, forms a part of

Policy No. WC 5932057-00

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to All American Asphalt

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
premium otherwise due on such remuneration.

% of the California workers' compensation pre-

Schedule

Person or Organization

Job Description

County of Riverside its officers, directors, agents and employees; Lake Hemet Municipal Water District, its officers, directors, agents and employees

RE: East Hemet Resurfacing Project in the Community of East Hemet and Valle Vista / Project No. C3-0052, C3-0053 and X-1108

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





Wholesale Trading Co-Op Insurance Services, LLC

135 Main Street
San Francisco, CA 94105
Phone: (415) 356-3900
CA License #0H02301

CONFIRMATION OF COVERAGE

DATE ISSUED: July 22, 2013

PRODUCER: EPIC - Orange
Kathy Lopez
1 City Blvd., Suite 700
Orange, CA 92868

INSURED: All American Asphalt
PO Box 2229
Corona, CA 92878

INSURER: National Union Fire Insurance Company of Pittsburg
Admitted

POLICY NO.: BE 11665540

COVERAGE: Follow Form Excess Liability

POLICY PERIOD: 8/1/2013 TO 8/1/2014

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THE ATTACHED National Union Fire Insurance Company of Pittsburg BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

PREMIUM:

FEES:

TAXES:

TRIA PREMIUM:

TOTAL:

SUBJECT TO:

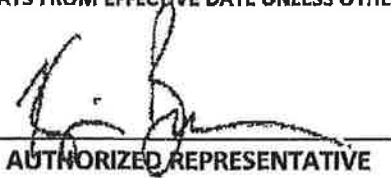
THE TERMS AND CONDITIONS OF THE ATTACHED National Union Fire Insurance Company of Pittsburgh BINDER OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THE ATTACHED National Union Fire Insurance Company of Pittsburgh BINDER CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS PER ATTACHED.

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.



AUTHORIZED REPRESENTATIVE

Kris Bauer

Managing Director & COO

kbauer@wholesaletradingins.com

415-356-3900

TOTAL NUMBER OF PAGES: 2

INSURED: All American Asphalt

DATE ISSUED: July 22, 2013

Reference #: 0005941A

EXCESS CASUALTY, A DIVISION OF AIG

121 SPEAR STREET
TWO RINCON CENTER
SAN FRANCISCO, CA 94105

WHOLESALE TRADING CO-OP INSURANCE SERVICES LLC
135 MAIN STREET, SUITE 1130
SAN FRANCISCO, CA 94105



Attention To: KRIS BAUER
Phone: 415-442-8501
Fax:
Email: KBAUER@WTCIS.COM

RE: Excess Liability Binder for ALL AMERICAN ASPHALT

Dear KRIS:

We are pleased to advise that coverage is bound for the captioned account according to the following terms:

Insured Address: 1776 ALL AMERICAN WAY
CORONA, CA 91718

Policy Period: From: August 1, 2013 To: August 1, 2014
(At 12:01 A.M., standard time, at the address of the insured stated above)

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

Policy Form: 60225 (10/04) and attachments

Policy Number: BE 11665540 **Renewal Of:** 14505355

Limits: \$25,000,000 Each Occurrence
\$25,000,000 Aggregate

Underlying Limits:**Type of Policy
or Coverage****Insurer, Policy No.
and Policy Limits Period****Limits**

GENERAL LIABILITY
(APPLICABLE TO
NON-D.O.T. PROJECTS)

ARCH SPECIALTY INS. CO.,
08/01/13
08/01/14

\$1,000,000
EACH OCCURRENCE
\$2,000,000
GENERAL AGGREGATE
\$2,000,000
DESIGNATED CONST PROJECTS GEN AG
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.
08/01/13
08/01/14

\$2,000,000
EACH OCCURRENCE
\$4,000,000
GENERAL AGGREGATE
\$2,000,000
DESIGNATED CONST PROJECTS GEN AG
10,000,000
POLICY AGGREGATE
\$2,000,000
PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the limit

AUTO LIABILITY

Zurich American Insurance Comp
08/01/13
08/01/14

\$2,000,000
COMBINED SINGLE LIMIT

Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

Zurich American Insurance Comp
08/01/13
08/01/14

\$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

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

ARCH SPECIALTY INS. CO.
08/01/13
08/01/14

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

EMPLOYEE BENEFITS LIABILITY
(D.O.T.)

ARCH SPECIALTY INS. CO.
08/01/13
08/01/14

Defense Expenses are in addition to the limit
\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE
RETRO DATE: 08/01/2004

Defense Expenses are in addition to the limit

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.

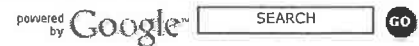
B. Each Annual Period

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.

List of Approved Surplus Line Insurers (LASLI)



[Consumers Overview](#) / [Licensee Information](#) / [Surplus Line Insurers](#) / [List of Approved Surplus Line Insurers \(LASLI\)](#)

[Consumers Overview](#)

[Buying Insurance](#)

[Health Related Insurance Information](#)

[Licensee Information](#)

[Search Insurance](#)

[Company Profiles](#)

[Workers' Comp Company Contacts](#)

[Check to See If Your Agent/Broker is Licensed](#)

[Surplus Line Insurers](#)

[Life Settlements](#)

[Studies and Reports](#)

[Legal Information](#)

[Information Guides](#)

[Dealing With Catastrophes](#)

[Health Issues](#)

[Market Conduct Exam Reports](#)

[Prop 103 Consumer Intervenor Process](#)

[Public Programs](#)

[Talk to Us](#)

[Insurance Diversity Program](#)

[Quick Links](#)

[-For Consumers-](#)

CONSUMERS: LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.

As of: August 13, 2013

A | B - D | E - G | H - L | M - P | Q - Z

A

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
ACE European Group Limited (U.K.)	06/20/2007
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty AG (Germany) (Name Changed from Allianz Marine & Aviation Versicherungs-AG effective 07/28/2006)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Alterra Excess & Surplus Insurance Company (Delaware) (Name changed from Alterra Specialty Insurance Company effective 09/27/2010. Name changed from Max Specialty Insurance Company effective 05/13/2010)	06/19/2008
American Empire Surplus Lines Insurance Company (Delaware)	09/01/1995
American Safety Indemnity Company (Oklahoma) (Name changed from Trafalgar Insurance Company effective 04/10/2000)	11/20/1996
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance Company (Europe) Limited (U.K.)	10/19/2009
Arch Specialty Insurance Company (Nebraska) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Wisconsin to Nebraska effective 12/28/2006)	09/01/1995
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Electric & Gas Insurance Services Limited (Bermuda)	11/03/1995
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012
Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
AXA Corporate Solutions Assurance (France)	08/14/2003
AXIS Specialty Europe SE (Ireland) (Name changed from AXIS Specialty Europe Public Limited Company effective 09/10/2012. Name changed from AXIS Specialty Europe Limited effective 04/26/2012)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995

[Back to Top](#)

B - D

Insurer	Date Approved
Berkley Assurance Company (Iowa)	07/20/2011
Berkley Regional Specialty Insurance Company (Delaware)	04/12/2012
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
Bracken Hill Specialty Insurance Company Inc. (Illinois) (Name changed from Hiscox Specialty Insurance Company Inc. effective 07/09/2012)	10/08/2010
Burlington Insurance Company (North Carolina)	11/17/1995

Company Profile

ZURICH AMERICAN INSURANCE COMPANY

1400 AMERICAN LANE
SCHAUMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	0212
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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 Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - November 10, 2012 10:58 AM
Copyright © California Department of Insurance

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 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
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
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - November 10, 2012 10:58 AM
Copyright © California Department of Insurance