

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

203A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 7, 2012

SUBJECT: Mission Boulevard Rehabilitation Project, City of Jurupa Valley.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of All American Asphalt of Corona, CA in the amount of \$226,069; and
2. Award the contract to All American Asphalt and authorize the Chairman of the Board to execute the contract documents.
3. Approve the project proposed budget as shown on Attachment 'A'.

Juan C. Perez
Director of Transportation and Land Management

JCP:jjr:rr
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 226,069	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: ABX8 9 (Gas Tax Mar 2010) (99.4%), Jurupa Community Services District (0.6%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: MARSHA L. VICTOR
 DATE: 6/14/12

Departmental Concurrence

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: June 19, 2012
xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: Deputy

Prev. Agn. Ref. 3/20/12, Item 3.27 | District: 2/2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.48

BACKGROUND:

The project is for the rehabilitation of an approximate 900-foot segment of Mission Boulevard between the SR-60 eastbound off-ramp and the SR-60 westbound on-ramp in the City of Jurupa Valley. The pavement condition is deteriorating rapidly due to the high volume of truck traffic and is in need of repair.

The County identified the need for pavement rehabilitation on Mission Boulevard, funds were budgeted and construction drawings were substantially prepared prior to incorporation of the City of Jurupa Valley. The City of Jurupa Valley desires that Riverside County complete the reconstruction project for the benefit of the public.

By Minute Order dated March 20, 2012 (agenda item 3.27) the Board authorized the Clerk of the Board to advertise the project. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 11, 2012. Five responsive bids were received. The lowest responsive bid was submitted by All American Asphalt in the amount of \$226,069. The bid is \$23,931 (9.6%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements.

The bid documents include the following schedules of work:

- Base Bid: Primary items of work on Mission Boulevard.
- Alternate 1: Adjustment of manholes to grade, to be funded by the Jurupa Community Services District (JCSD).

The work included in Alternate bid schedule 1 is recommended for award. The costs for the work will be funded by JCSD.

The Contractor is qualified and has executed the contract. The contractor has also provided performance bond, payment bond and insurance documents.

Project Number: C2-0135

Attachment "A"

Riverside County Transportation Department

Project: **Mission Blvd at SR 60 - Updated with AAA Bid costs : Pavement Rehabilitation Project**

Project No.(s): **C2-0135**

Expenses as of: 4/24/2012

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	2,296		3,000	4,000	3,000
Design	29,030	1,000	31,000	35,000	31,000
Right-of-way					
Utilities					
Construction		226,069	249,000	345,000	249,000
Construction Contingency 10.0%		22,607			
Construction Engineering & Inspection	4,636	30,000	35,000	35,000	35,000
Construction Survey		12,000	12,000	18,000	12,000
Totals:	35,962	291,676	330,000	437,000	330,000

Project Funding

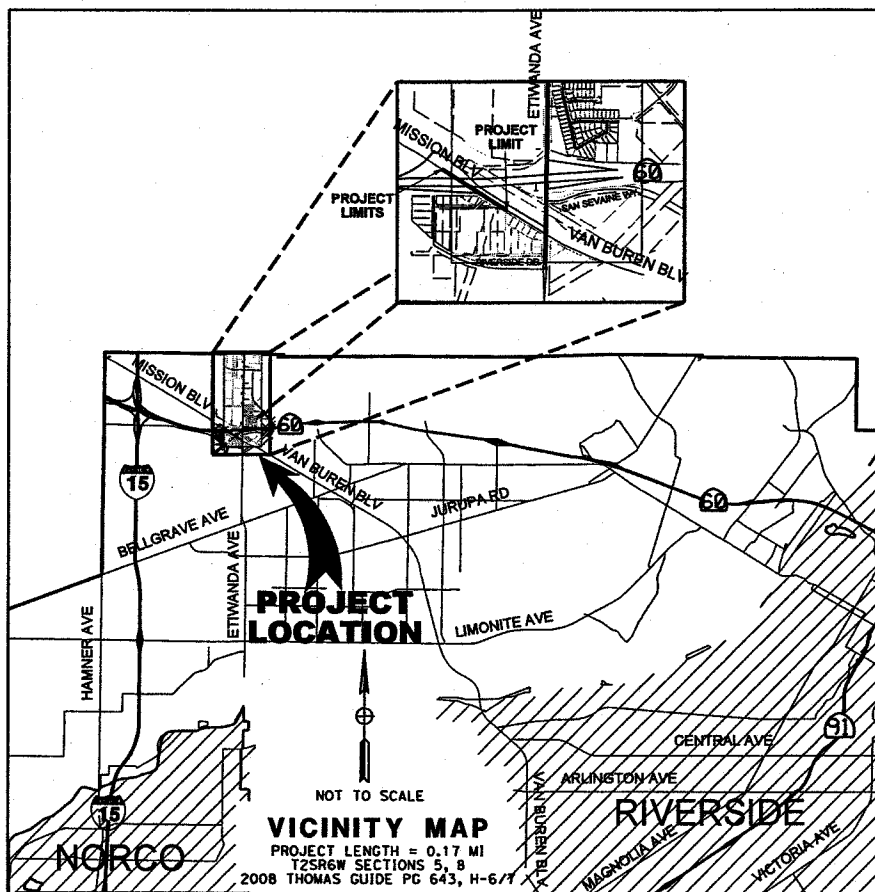
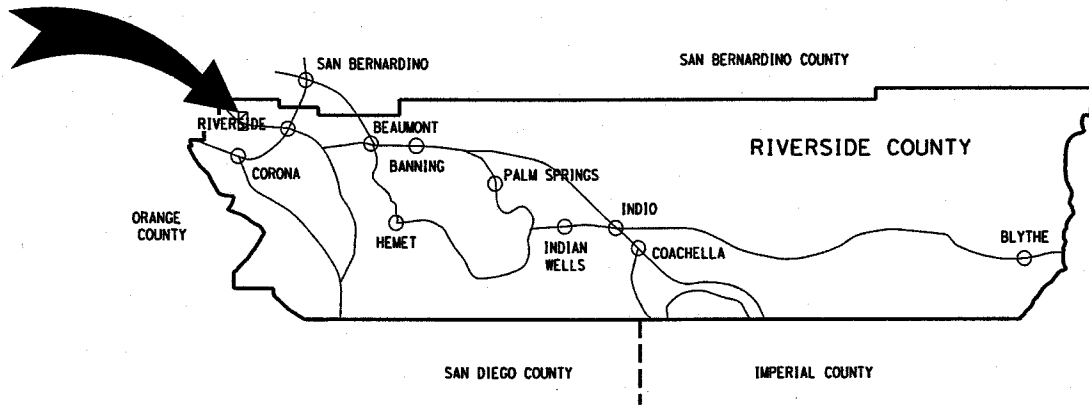
Code	Name	Existing Budget	Proposed Budget
221	ABX8 9 (Gas Tax Mar 2010)	437,000	328,000
832	Jurupa Community Services Dist.		2,000
Totals		437,000	330,000

Comments

Note: Updated with All American Asphalt unit costs per 4-11-12 bid.

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

**MISSION BLVD
RESURFACING PROJECT**



VICINITY MAP

SCALE NONE

EXHIBIT "A"

**MISSION BLVD
RESURFACING PROJECT**

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Mission Boulevard Pavement Rehabilitation Project
At State Route 60, Between East Bound Off-Ramp and West Bound On-Ramp
City of Jurupa Valley, County of Riverside**

Advertised: March 20, 2012 (Agenda Item: 3.27)

Addenda: None

Bids Open: 2 pm Date: Wednesday, April 11, 2012

PROJECT NO. C2-0135

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	COUNTY'S ESTIMATE		BID ESTIMATE
						ENG ESTIMATE	BID UNIT PRICE	
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
2	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	520.00	520.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	21,600.00	21,600.00
4	160101	CLEARING AND GRUBBING	LS	1	4,500.00	4,500.00	1,040.00	1,040.00
5	220101	FINISHING ROADWAY	LS	1	3,000.00	3,000.00	1,040.00	1,040.00
6	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	8900	2.00	17,800.00	1.03	9,167.00
7	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	8900	3.00	26,700.00	2.60	23,140.00
8	390130	HOT MIX ASPHALT [TYPE A AND TYPE C]	TON	2140	70.00	149,800.00	70.00	149,800.00
9	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	300	2.00	600.00	5.20	1,560.00
10	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,500	0.20	1,100.00	0.42	2,310.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	100	2.00	200.00	5.20	520.00
12	860811	DETECTOR LOOP	EA	14	200.00	2,800.00	250.00	3,500.00
Project Sub-Total Items 1-12						248,500.00		224,197.00

ALTERNATE BID No. 1 - Jurupa Community Services District								
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	COUNTY'S ESTIMATE		BID ESTIMATE
						ENG ESTIMATE	BID UNIT PRICE	
13	152440	ADJUST MANHOLE TO GRADE	EA	3	500.00	1,500.00	624.00	1,872.00
Project Sub-Total Item 13						1,500.00		1,872.00
Project Total Items 1-13						250,000.00		226,069.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Mission Boulevard Pavement Rehabilitation Project
At State Route 60, Between East Bound Off-Ramp and West Bound On-Ramp
City of Jurupa Valley, County of Riverside**

Advertised: March 20, 2012 (Agenda Item: 3.27)

Addenda: None

Bids Open: 2 pm Date: Wednesday, April 11, 2012

PROJECT NO. C2-0135

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
						SILVIA CONSTRUCTION, INC. RANCHO CUCAMONGA, CA 91730		ELITE COMPANIES US, INC. HUNTINGTON BEACH, CA 92647
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
2	066102	DUST ABATEMENT	LS	1	3,800.00	3,800.00	2,700.00	2,700.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	22,700.00	22,700.00	4,500.00	4,500.00
4	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	10,000.00	10,000.00
5	220101	FINISHING ROADWAY	LS	1	1.00	1.00	3,000.00	3,000.00
6	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	8900	2.57	22,873.00	2.41	21,449.00
7	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	8900	1.84	16,376.00	3.37	29,993.00
8	390130	HOT MIX ASPHALT [TYPE A AND TYPE C]	TON	2140	72.40	154,936.00	75.02	160,542.80
9	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	300	2.10	630.00	5.50	1,650.00
10	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,500	0.48	2,640.00	0.44	2,420.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	100	3.30	330.00	0.44	44.00
12	860811	DETECTOR LOOP	EA	14	251.00	3,514.00	400.00	5,600.00
		Project Sub-Total Items 1-12				238,800.00		251,898.80
ALTERNATE BID No. 1 - Jurupa Community Services District								
		CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
13	152440	ADJUST MANHOLE TO GRADE	EA	3	1,420.00	4,260.00	450.00	1,350.00
		Project Sub-Total Item 13				4,260.00		1,350.00
		Project Total Items 1-13				243,060.00		253,248.80

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Mission Boulevard Pavement Rehabilitation Project
At State Route 60, Between East Bound Off-Ramp and West Bound On-Ramp
City of Jurupa Valley, County of Riverside**

Advertised: March 20, 2012 (Agenda Item: 3.27)

Addenda: None

Bids Open: 2 pm Date: Wednesday, April 11, 2012

PROJECT NO. C2-0135

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
					HARDY & HARPER, INC. SANTA ANA, CA 92705		PANORAMA GENERAL ENGINEERING, INC. RANCHO CUCAMONGA, CA 91730	
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
2	066102	DUST ABATEMENT	LS	1	16,070.00	16,070.00	1,500.00	1,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	8,000.00	8,000.00
4	160101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	12,000.00	12,000.00
5	220101	FINISHING ROADWAY	LS	1	1,000.00	1,000.00	3,500.00	3,500.00
6	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	8900	2.00	17,800.00	3.80	33,820.00
7	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	8900	2.00	17,800.00	3.15	28,035.00
8	390130	HOT MIX ASPHALT [TYPE A AND TYPE C]	TON	2140	77.00	164,780.00	79.00	169,060.00
9	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	300	3.00	900.00	2.30	690.00
10	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,500	0.50	2,750.00	0.55	3,025.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	100	4.00	400.00	3.70	370.00
12	860811	DETECTOR LOOP	EA	14	250.00	3,500.00	300.00	4,200.00
		Project Sub-Total				266,000.00		274,200.00
		Items 1-12						
ALTERNATE BID No. 1 - Jurupa Community Services District								
		CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
13	152440	ADJUST MANHOLE TO GRADE	EA	3	2,000.00	6,000.00	1,000.00	3,000.00
		Project Sub-Total				6,000.00		3,000.00
		Item 13						
		Project Total				272,000.00		277,200.00
		Items 1-13						

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	All American Asphalt
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Minority Status:

- M W DV None

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

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 226,069.00 to \$277,200.00
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 226,069.00 to \$277,200.00

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

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 4/10/12

hereafter called "County":

BIDDER: All American Asphalt
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of **MISSION BOULEVARD PAVEMENT REHABILITATION PROJECT** **CITY OF JURUPA VALLEY RIVERSIDE COUNTY, PROJECT NO. C2-0135** hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. _____ for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**MISSION BOULEVARD
PAVEMENT REHABILITATION PROJECT
CITY OF JURUPA VALLEY
RIVERSIDE COUNTY**

PROJECT NO. C2-0135

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID						
1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00
2	066102	DUST ABATEMENT	LS	1	520-	520-
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	21600-	21600-
4	160101	CLEARING AND GRUBBING	LS	1	1040-	1040-
5	220101	FINISHING ROADWAY	LS	1	1040-	1040-
6	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	8,900	1.03	9167-
7	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	8,900	2.60	23140-
8	390130	HOT MIX ASPHALT [TYPE A AND TYPE C]	TON	2,140	70-	149800-
9	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	300	5.20	1560-
10	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,500	.42	2310-
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	100	5.20 ¹⁰⁰	520-
12	860811	DETECTOR LOOP	EA	14	250-	3500-

PROJECT
SUB-TOTAL:
ITEMS 1-12

two hundred twenty four thousand one hundred ninety \$ 224,197.00
Seven ^{WORDS} dollars & 00/100-

ALTERNATE BID No. 1 - Jurupa Community Services District

13	152440	ADJUST MANHOLE TO GRADE	EA	3	624-	1872-
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PROJECT
SUB-TOTAL:
ITEM 13

one thousand eight hundred seventy two dollars & 00/100 \$ 1872.00
"WORDS"

PROJECT TOTAL:
ITEMS 1-13

two hundred twenty six thousand sixty nine \$ 226,069.00
"WORDS" dollars & 00/100-

BIDDER DATA:

Name of Bidder All American Asphalt

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Mark Luer, President

Robert Bradley, Vice President Michael Farkas, Secretary

Address P.O. Box 2729 Corona, CA 92878

Phone 951-736-7600

Contractor's License Type & Number 267073 A.C-12

Expiration Date 1/31/14

8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
<u>etc loops</u>	<u>Cal pro eng</u>	<u>La prente</u>	<u>793907</u>
<u>2B</u>	<u>Chrisp Co.</u>	<u>Bloomington</u>	<u>374600</u>
<u>Striping</u>			

Percent of work to be performed by sub-contractors. 3.36%
4.1%
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

Robert Bradley
Robert Bradley
TITLE Vice President
"Contractor"

Non-Collusion Declaration

To be executed by bidder and submitted with bid. (Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President (Title) of All American Asphalt (Company),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

April (Month) 10 (Day) of 2012 (Year),

at Corona (City), California.

Signature of Declarant: 

Printed name of Declarant: Robert Bradley, Vice President

Name of Bidder (Company): All American Asphalt

Title or Office: Vice President

Note: Notarization of signature required.

Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On April 10, 2012 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

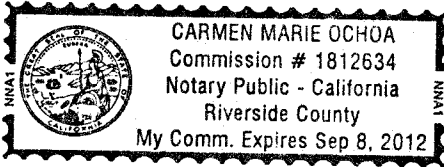
personally appeared Robert Bradley
Name(s) of Signer(s)

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.

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

X Corporate Officer — Title(s): Vice President

Partner — Limited General

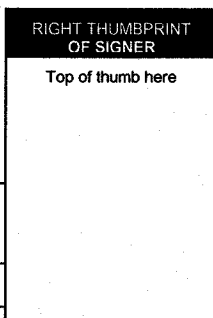
Attorney in Fact

Trustee

Other: _____

Signer is Representing:

All American Asphalt



Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

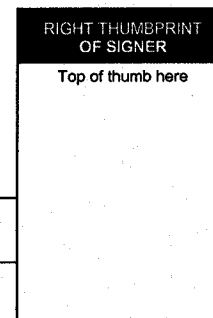
Partner — Limited General

Attorney in Fact

Trustee

Other: _____

Signer is Representing:



BID BOND

Recitals:

1. All American Asphalt _____ "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for Mission Boulevard Pavement Rehabilitation Project, City Of Jurupa Valley, Riverside County, Project No. C2-0135 in accordance with a Notice Inviting Bids of County dated March 20, 2012

2. Fidelity and Deposit Company of Maryland _____ a Maryland _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: April 09, 2012

Fidelity and Deposit Company of Maryland _____

All American Asphalt _____

By [Signature]
Title: Attorney in Fact
William Syrkin "Surety"

By [Signature]
Title: Robert Bradley, Vice President
"Contractor"

Please See Attached

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On April 10, 2012 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

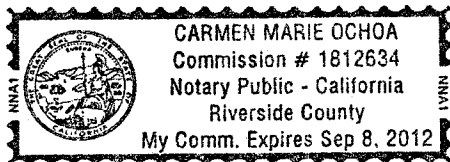
personally appeared Robert Bradley
Name(s) of Signer(s)

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.

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 _____

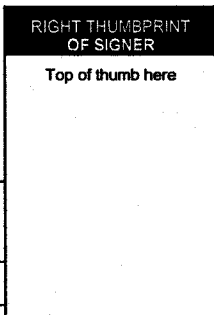
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

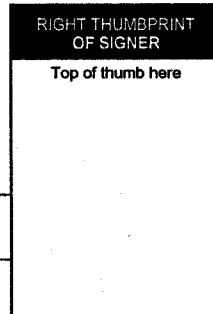
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____



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:

**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, do 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

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

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

CERTIFICATE

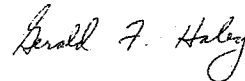
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 9th day of April, 2012.



Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 4/09/2012 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

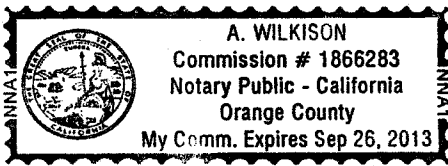
personally appeared William Syrkin
Name(s) of Signer(s)

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/hers/their authorized capacity(ies), and that by his/hers/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 A. Wilkison
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: Bid Bond

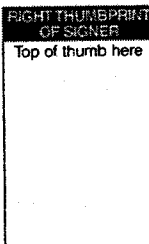
Document Date: 4/09/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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

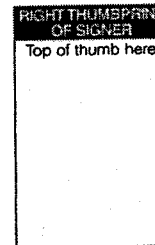


Signer Is Representing: _____

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: _____

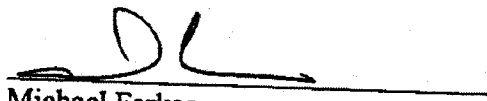


ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

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

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on February 8, 2012 authorizes Robert Bradley to execute contracts and agreements on behalf of the Company in the capacity of Vice President.


Michael Farkas
Secretary

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, **Mission Boulevard, Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County, Project No. C2-0135**, 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 No. **(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 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.

**MISSION BOULEVARD
PAVEMENT REHABILITATION PROJECT
CITY OF JURUPA VALLEY
RIVERSIDE COUNTY**

PROJECT No. C2-0135

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID:

1	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00
2	066102	DUST ABATEMENT	LS	1	520.00	520.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	21,600.00	21,600.00
4	160101	CLEARING AND GRUBBING	LS	1	1,040.00	1,040.00
5	220101	FINISHING ROADWAY	LS	1	1,040.00	1,040.00
6	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	8,900	1.03	9,167.00
7	198200	SUBGRADE ENHANCEMENT FABRIC	SQYD	8,900	2.60	23,140.00
8	390130	HOT MIX ASPHALT [TYPE A AND TYPE C]	TON	2,140	70.00	149,800.00
9	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	300	5.20	1,560.00
10	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,500	0.42	2,310.00
11	850102	PAVEMENT MARKER (REFLECTIVE)	EA	100	5.20	520.00
12	860811	DETECTOR LOOP	EA	14	250.00	3,500.00

PROJECT
SUB-

TOTAL: Two hundred twenty four thousand, one hundred ninety seven dollars and zero cents \$ 224,197.00

ITEMS 1-12 "WORDS"

ALTERNATE BID No. 1 – Jurupa Community Services District:

13	152440	ADJUST MANHOLE TO GRADE	EA	3	624.00	1,872.00
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PROJECT

SUB-TOTAL: One thousand, eight hundred seventy two dollars and zero cents \$ 1,872.00

ITEM 13 "WORDS"

PROJECT
TOTAL

Two hundred twenty six thousand, sixty nine dollars and zero cents \$ 226,069.00

ITEMS 1-13 "WORDS"

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

COUNTY OF RIVERSIDE

BY [Signature]
Chairman, Board of Supervisors
JOHN TAVAGLIONE

Dated 6-19-12

ALL AMERICAN ASPHALT

BY [Signature]
Robert Bradley

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY [Signature]
Deputy

ATTEST:

[Signature]
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"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

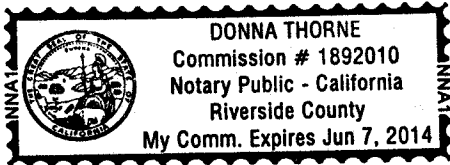
On 5/9/2012 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

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.



Signature Donna Thorne
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 Agreement

Document Date: 5/9/2012 Number of Pages: Four (4)

Signer(s) Other Than Named Above: Michael Farkas, County of Riverside
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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:
All American Asphalt

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

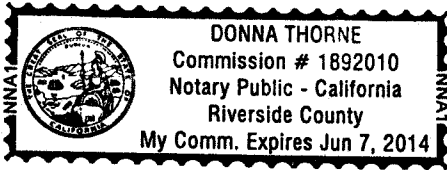
On 5/9/2012 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Donna Thorne
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Agreement

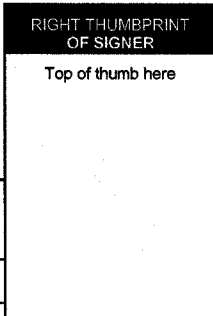
Document Date: 5/9/2012 Number of Pages: Four (4)

Signer(s) Other Than Named Above: Robert Bradley, County of Riverside
Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Farkas

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

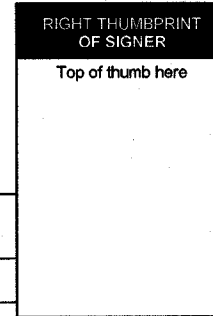
Signer is Representing:
All American Asphalt



Signer's Name: _____

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

Signer is Representing: _____





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 May 7, 2012 authorizes Robert Bradley to execute contracts and agreements on behalf of the Company in the capacity of Vice President.

A handwritten signature in black ink, appearing to be 'MF', written over a horizontal line.

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 **Mission Boulevard, Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County, Project No. C2-0135**
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 \$ **226,069.00 (Two hundred twenty six thousand, sixty nine dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **ALL AMERICAN ASPHALT**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for \$ **226,069.00 (Two hundred twenty six thousand, sixty nine dollars and zero cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Mission Boulevard, Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County, Project No. C2-0135.**

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Band No: 7629356

Premium: \$893.00

Premium is for contract term and is subject to adjustment based on final contract price

Executed in 2 Counterparts

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 **Mission Boulevard, Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County, Project No. C2-0135**
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 \$ **226,069.00 (Two hundred twenty six thousand, sixty nine dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of April 25, 2012

By *[Signature]*
 By Robert Bradley
 Title Vice President
 "Contractor"

Fidelity and Deposit Company of Maryland
 By *[Signature]*
 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 April 27, 2012 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

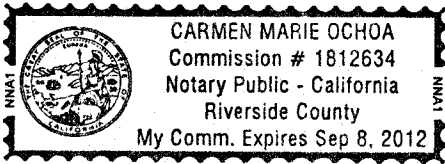
personally appeared Robert Bradley
Name(s) of Signer(s)

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 _____

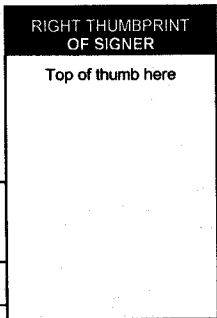
Document Date: _____ Number of Pages: _____

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: _____

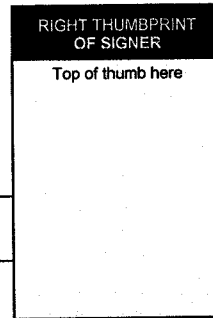


Signer is Representing:

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

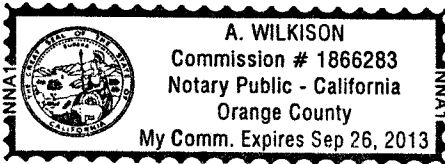
On 4/25/2012 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

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.



Signature A. Wilkison
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7629356

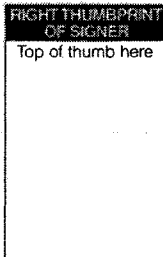
Document Date: 04/25/2012 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

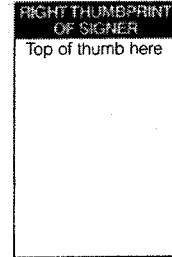
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

Premium included in Performance Bond

Bond No. 7629356

Executed in: 2 Counterparts

PAYMENT BOND

(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 \$ **226,069.00 (Two hundred twenty six thousand, sixty nine dollars and zero cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Mission Boulevard, Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County, Project No. C2-0135.**

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

DATED: April 25, 2012

All American Asphalt
Original Contractor - Principal

Fidelity and Deposit Company of Maryland
Surety

By Robert Bradley

Title Robert Bradley, Vice President

By Rebecca Haas-Bates
Rebecca Haas-Bates Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

Please See Attached

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On April 27, 2012 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

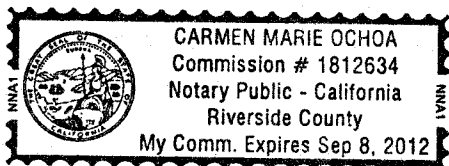
personally appeared Robert Bradley
Name(s) of Signer(s)

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.

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: _____

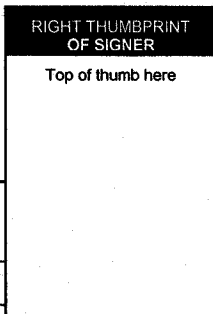
Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

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

Signer is Representing:

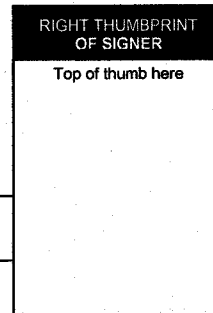
All American Asphalt



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 4/25/2012 before me, A. Wilkison, Notary Public
Date Here Insert Name and Title of the Officer

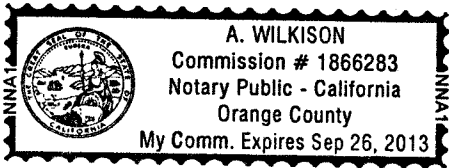
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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.

Signature A. Wilkison
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7629356

Document Date: 04/25/2012 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

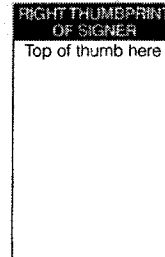
- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

By:

Frank E. Martin Jr.

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

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

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

CERTIFICATE

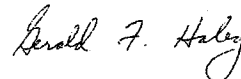
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 25th day of April, 2012.



Assistant Secretary

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Agent for Service of Process

KAREN HARRIS, 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 - May 26, 2011 01:14 PM
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ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/07/2012

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: Edgewood Partners Ins. Center, Lic #0B29370 (714) 937-1824, One City Blvd West #700, Orange, CA 92868-2947. CONTACT NAME: Certificate Department, PHONE: 925-244-7700, FAX: 925-901-0671, E-MAIL ADDRESS: EPICcerts@EdgewoodIns.com. INSURER(S) AFFORDING COVERAGE: Arch Specialty Insurance Co. (21199), Nat'l Union Fire Ins Co of Pitt (19445), Seabright Insurance Co (15563), Hartford Fire Insurance Co. (19682).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (GPP002265803), D AUTOMOBILE LIABILITY (72UENGK5491), B UMBRELLA LIAB (BE21422933), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (BB1110243).

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

Project No. C2-0135 / RE: Mission Blvd., Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: County of Riverside, Transportation and Land Mgmt Agency, ATTN: Joel Jimenez, P.E., Sr. Civil Engineer, Contracts / Bidding Unit, 3525 14th Street, Riverside, CA 92501. 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: [Signature]



MEMO

To:	Whom it may concern
From:	Edgewood Partners Insurance Centers (EPIC)
Named Insured:	All American Asphalt
Policy Number(s):	GPP002265803, 72UENGK5491, BE21422933, BB1110243
RE:	Notice of Cancellation

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

Sincerely,

A handwritten signature in black ink, appearing to read "K. S. [unclear]", is written over a horizontal line.

Account Manager
(925) 244-7700

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
The City of Jurupa Valley, its officers, directors, agents and employees; State of California Transportation Department (Caltrans), its officers, directors, agents and employees; Jurupa Community Services District, its officers, directors, agents and employees	Project No. C2-0135 / RE: Mission Blvd., Pavement Rehabilitation Project, City of Jurupa Valley, 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

00 CGL0006 00 05 07



2767

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

The City of Jurupa Valley, its officers, directors, agents and employees; State of California Transportation Department (Caltrans), its officers, directors, agents and employees; Jurupa Community Services District, its officers, directors, agents and employees

Project

Project No. C2-0135 / RE: Mission Blvd., Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County

Endorsement Number:

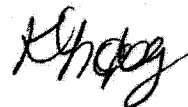
This endorsement is effective on the inception date of this policy unless otherwise stated herein (The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP002265803

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/11

00 CGL0130 00 09 06



Page 1 of 1

2767

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

The City of Jurupa Valley, its officers, directors, agents and employees; State of California Transportation Department (Caltrans), its officers, directors, agents and employees; Jurupa Community Services District, its officers, directors, agents and employees

Project No. C2-0135 / RE: Mission Blvd., Pavement Rehabilitation Project, City of Jurupa Valley, 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



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

Page 1 of 1



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

The City of Jurupa Valley, its officers, directors, agents and employees; State of California Transportation Department (Caltrans), its officers, directors, agents and employees; Jurupa Community Services District, its officers, directors, agents and employees

Project

Project No. C2-0135 / RE: Mission Blvd., Pavement Rehabilitation Project, City of Jurupa Valley, Riverside County

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

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.

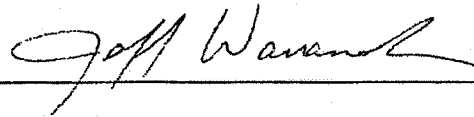
Person or Organization	Schedule	Job Description
The City of Jurupa Valley, its officers, directors, agents and employees; State of California Transportation Department (Caltrans), its officers, directors, agents and employees; Jurupa Community Services District, its officers, directors, agents and employees		Project No. C2-0135 / RE: Mission Blvd., Pavement Rehabilitation Project, City of Jurupa Valley, 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)

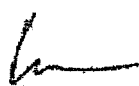
ITEM 4. SCHEDULE OF UNDERLYING INSURANCE:

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

REVISION NO. 1
EFF. DATE: 8/1/2011

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. GPP002265803 08/01/11 08/01/13	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 DESIGNATED CONS PROJECTS GEN AGG \$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. GPP002702803 08/01/11 08/01/13	\$2,000,000 EACH OCCURRENCE \$4,000,000 GENERAL AGGREGATE \$2,000,000 DESIGNATED CONS PROJECTS GEN AGG \$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

REVISION NO. 1
EFF. DATE: 8/1/2011

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.
GPP002265803
08/01/11
08/01/13

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

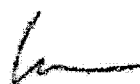
Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY
(D.O.T.)

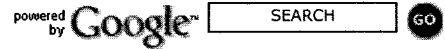
ARCH SPECIALTY INS. CO.
GPP002702803
08/01/11
08/01/13

\$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



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-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: April 23, 2012

[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 Limited (Ireland)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995

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B - D

Insurer	Date Approved
Berkley Assurance Company (Iowa)	07/20/2011
Berkley Regional Specialty Insurance Company, Inc. (Delaware)	04/12/2012

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

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[Company Performance & Comparison Data](#)
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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 2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833-3505

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

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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 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO, CA 95833-3505
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

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

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