

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

All other terms and conditions of this Policy remain unchanged.

REFERENCE:

Camino Aventura Sidewalk Project, Desert Hot Springs Area, County Project #C6-0067, Project #ATPL-5956 (259) and Thousand Palms Area Sidewalks project El Centro Way and La Canada Way. Thousand Palm Area, County Project #C6-0068, State Project #ATPL-5956 (257)

SCHEDULE:

The County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives. The City of Desert Hot Springs, its elected and appointed officials, employees, agents, and representatives. Mission Springs Water District (MSWD), its directors, officials, employees, agents, and representatives.

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: DPC1005856-02

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2018



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 08/01/2018
Named Insured: All American Asphalt

SCHEDULE

Name of Person(s) or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
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REFERENCE:

Camino Aventura Sidewalk Project, Desert Hot Springs Area. County Project #C6-0067. Project #ATPL-5956 (259) and Thousand Palms Area Sidewalks project El Centro Way and La Canada Way. Thousand Palm Area, County Project #C6-0068, State Project #ATPL-5956 (257)

SCHEDULE:

The County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives. The City of Desert Hot Springs, its elected and appointed officials, employees, agents, and representatives. Mission Springs Water District (MSWD), its directors, officials, employees, agents, and representatives.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2018

SCHEDULE

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

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

REFERENCE:

Camino Aventura Sidewalk Project, Desert Hot Springs Area. County Project #C6-0067. Project #ATPL-5956 (259) and Thousand Palms Area Sidewalks project El Centro Way and La Canada Way. Thousand Palm Area, County Project #C6-0068, State Project #ATPL-5956 (257)

SCHEDULE:

The County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives. The City of Desert Hot Springs, its elected and appointed officials, employees, agents, and representatives. Mission Springs Water District (MSWD), its directors, officials, employees, agents, and representatives.

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

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



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

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

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

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

Schedule

Person or Organization

Job Description

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

ALL CALIFORNIA OPERATIONS

SCHEDULE:

The County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives. The City of Desert Hot Springs, its elected and appointed officials, employees, agents, and representatives. Mission Springs Water District (MSWD), its directors, officials, employees, agents, and representatives.

REFERENCE:

Camino Aventura Sidewalk Project, Desert Hot Springs Area. County Project #C6-0067. Project #ATPL-5956 (259) and Thousand Palms Area Sidewalks project El Centro Way and La Canada Way. Thousand Palm Area, County Project #C6-0068, State Project #ATPL-5956 (257)

Policy Number: WC593205705

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2018





Binder

Re: ALL AMERICAN ASPHALT

Coverage: Straight Excess Liability Policy

Policy Number: SXS 0197970-02

Insurer: American Guarantee and Liability Insurance Company, AM Best Rated
A+ XV
Named Insured: ALL AMERICAN ASPHALT

Insured Address: P.O. BOX 2229
CORONA, CA 92878
USA

Policy Period: 08/01/2018 to 08/01/2019 12:01 a.m. Standard Time at the address stated above

Binder Effective: 08/01/2018 to 10/30/2018 12:01 a.m. Standard Time at the address stated above

- This binder will be terminated and superseded upon delivery of the formal policy(ies) or certificate(s) issued to replace it.

Schedule of Insurance:

Policy Form:	Straight Excess Liability Policy		
Coverage Type:	Excess - Occurrence		
Limits of Liability:	\$ 25,000,000	Occurrence	Excess of \$ N/A
	\$ 25,000,000	Other Aggregate	Excess of \$ N/A
	\$ 25,000,000	Products/Completed Operations Aggregate	Part Of \$ 25,000,000 Excess of \$ N/A

Underlying Insurance: Refer to the attached Schedule of Underlying Insurance

Terms and Conditions:

Refer to the attached Schedule of Forms and Endorsements



Binder

Re: ALL AMERICAN ASPHALT

Coverage: Straight Excess Liability Policy

Policy Number: SXS 0197970-02

- Applicable forms are subject in all respects to the terms, conditions, exclusions and limitations of the policy(ies) or certificate(s) in current use by the Company, unless otherwise specified.

Subject To:

- Refer to the attached Binder Subjectivities.

Producer:

WHOLESALE TRADING INSURANCE SERVICES, LLC
135 MAIN ST STE 1875
SAN FRANCISCO, CA 94105-1850

Date of Binder:

06/22/2018

Authorized Representative:

Jonathan Wheat



ZURICH[®]

Schedule of Underlying Insurance

Re: ALL AMERICAN ASPHALT

Coverage: Straight Excess Liability Policy

Reference Number: SXS 0197970-02

Our Binder is subject to the underlying limits of liability and coverages as stated below. All Underlying Insurance must be provided by a carrier with an A.M. Best rating of A-VII or better.

Comprehensive General Liability

Carrier Group Name:	Arch Insurance Group	
Issuing Company:	Arch Specialty Insurance Company	
Detailed Description of Policy:	Main GL	
Policy Number:	DPC1005856-02	Policy Period: 08/01/2018 to 08/01/2019
General Aggregate Type:	Per Project	
General Aggregate Application:	Term Aggregate	
General Aggregate Cap Amount:	Unlimited	
Coverages Included:	Premises and Products / Completed Ops	
Premises - Each Occurrence Limit:	\$1,000,000	
Retention Type:	SIR	Retention ALAE: In Addition to the Limit
Retention Amount:	\$150,000	
Products / Completed Ops - Each Occurrence	\$1,000,000	
Retention Type:	SIR	Retention ALAE: In Addition to the Limit
Retention Amount:	\$150,000	
General Aggregate:	\$2,000,000	
Products / Completed Operations Aggregate	\$2,000,000	
Employee Benefits - Each Claim:	\$1,000,000	
Employee Benefits - General Aggregate:	\$2,000,000	
Retention Type:	Deductible	Retention ALAE: Erode the Limit
Retention Amount:	\$10,000	
Terms and Conditions:	Per quote of 5/4/16	

Comprehensive General Liability

Carrier Group Name:	Arch Insurance Group	
Issuing Company:	Arch Specialty Ins Co	
Detailed Description of Policy:	CalTrans GL	
Policy Number:	DPC1005857-02	Policy Period: 08/01/2018 to 08/01/2019
Coverages Included:	Premises and Products / Completed Ops	



Schedule of Underlying Insurance

Premises - Each Occurrence Limit: \$2,000,000
Retention Type: SIR Retention ALAE: In Addition to the Limit
Retention Amount: \$150,000
Products / Completed Ops - Each Occurrence: \$2,000,000
Retention Type: SIR Retention ALAE: In Addition to the Limit
Retention Amount: \$150,000
General Aggregate: \$4,000,000
Products / Completed Operations Aggregate: \$4,000,000
Terms and Conditions:

Auto Liability

Carrier Group Name: Zurich Insurance Group LTD
Issuing Company: Zurich American Insurance Company
Policy Number: BAP 5571088-06 Policy Period: 08/01/2018 to 08/01/2019
Combined Single Limit: \$2,000,000
Retention Type: Deductible Retention ALAE: Erode the Limit
Retention Amount: \$10,000
Terms and Conditions:

Employers Liability

Carrier Group Name: Zurich Insurance Group LTD
Issuing Company: Zurich American Insurance Company
Policy Number: WC 5932057-05 Policy Period: 08/01/2018 to 08/01/2019
Bodily Injury By Accident - Each Accident: \$1,000,000
Retention Type: None
Bodily Injury By Disease - Each Employee: \$1,000,000
Retention Type: None
Bodily Injury By Disease - Policy Limit: \$1,000,000
Terms and Conditions:



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Straight Excess Liability Policy

There are provisions in this policy that 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 shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance**.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

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

Insuring Agreements

SECTION I. COVERAGE

- A. We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance**. This policy includes:
1. **The terms and conditions of underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph 2. below; and
 2. The terms and conditions that apply to this policy.
- B. Notwithstanding anything to the contrary contained in Paragraph A. above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.
- C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.
- D. We have no obligation under this policy with respect to any settlement made without our consent.
- E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.



Escrow Agreement for Deposits in Lieu of Retention

This Escrow Agreement dated 12/4/18 is made and entered into by and between the County of Riverside Transportation Department hereinafter called "Owner" whose address is 3525 14th Street 2nd Floor, Riverside, CA 92501 and All American Asphalt hereinafter called "Contractor" whose address is PO Box 2229 Corona, CA 92878-2229 and Citizens Business Bank hereinafter called "Escrow Agent" whose address is 1010 E. Colorado Blvd. 2nd F Pasadena, CA

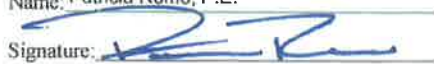
For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for, Camino Aventura Sidewalk Project, Desert Hot Springs Area County Project No. C6-0067, State Project No. ATPL-5959(259); and Thousand Palms Area Sidewalks Project, El Centro Way and La Canada Way, Thousand Palms Area County Project No. c6-0088, State Project No. ATPL-5956(257) in the amount of \$2,019,190.50, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitution for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) calendar days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside Transportation Department and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administrating the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
5. The interest earned on the securities or Money Market account(s) held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notices to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written Authorization from the Owner to the Escrow Agent that owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges on the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities and payment of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest set forth above.


Escrow Agreement for Deposits in Lieu of Retention

10. The names of the persons who are authorized to give written notice or receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:


On behalf of Owner:

Title: Director of Transportation
Name: Patricia Romo, P.E.
Signature: 
Address: 3525 14th Street 2nd Floor
City, State, Zip: Riverside, CA 92501

On behalf of Contractor:

Title: President
Name: Mark Luer
Signature: 
Address: PO Box 2229
City, State, Zip: Corona, CA 92878-2229

On behalf of Escrow Agent:

Title: VP Specialty Banking Operation Manager
Name: Claudia Cuadra
Signature: 
Address: 1010 E. Colorado Blvd. 2nd Floor
City, State, Zip: Pasadena, CA 91106

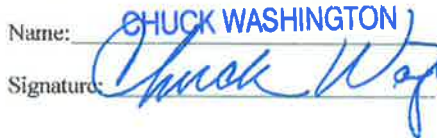
Please forward payments to Escrow Agent:

Title: VP Specialty Banking Operation Manager
Name: Claudia Cuadra
Address: 1010 E. Colorado Blvd. 2nd Floor
City, State, Zip: Pasadena, CA 91106
Direct Phone: (626) 568-2006
Reference Account: 14918180 Escrow No. 2570


At the time Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

Owner

Title: Chairman, Board of Supervisors
Name: CHUCK WASHINGTON
Signature: 

Contractor

Title: President
Name: Mark Luer
Signature: 

ATTEST:

KECIA R. HARRER, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 1-24-19
SYNTHIA M. GUNZEL DATE