

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

527
A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

February 3, 2011

SUBJECT: Emergency Storm Damage Repair, La Sierra Avenue, near Lake Mathews

RECOMMENDED MOTION:

That the Board of Supervisors receive and file an emergency contract, with All American Asphalt, that the Transportation Department has entered into on behalf of the County of Riverside.

BACKGROUND:

The Director of Transportation has entered into an emergency contract on January 20, 2011 with the firm, All American Asphalt of Corona, California, to provide emergency storm repair work on La Sierra Avenue, approximately 700 feet northerly of Lake Knoll Parkway, near Lake Mathews. The contract was executed in accordance with authority that the Board has

Juan C. Perez
Director of Transportation

JCP:jry

(Continued On Attached Page)

FORM APPROVED COUNTY COUNSEL
BY: 2/2/11 DATE
MARSHA L. VICTOR

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Gas Tax (100%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY

Jennifer L. Sargent

County Executive Office Signature

☒ Policy

☐ Consent

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

Prev. Agn. Ref. 1/11/11, Item 3.80

District: 1

Agenda Number:

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

3.32

The Honorable Board of Supervisors

RE: Emergency Storm Damage Repair, La Sierra Avenue, near Lake Mathews

February 3, 2011

Page 2 of 2

delegated to the Director of Transportation by Resolution No. 2011-015 (January 11, 2011; agenda item 3.80), and has been approved as to legal form by County Counsel.

Recent storms have caused damage to the road, metal beam guard rail, embankment slopes, slope protection improvements, and drainage pipes. Immediate repair of the damaged roadway was determined to be necessary to safeguard the motoring public.

The amount of this contract is currently for \$100,000. However, this is based on a preliminary estimate of the amount of force account (time and materials) work needed to repair the road. This amount may vary as the repair work progresses and if subsequent storms cause additional road damage.

The Specifications and Contract Documents for this repair work have been approved as to legal form by County Counsel.

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

This work is being performed in accordance with the Force Account provisions of the Standard Specifications. The work will be funded from Gas Tax until such time as disaster relief funds may become available for reimbursement.

Project No. 45-111102

County of Riverside

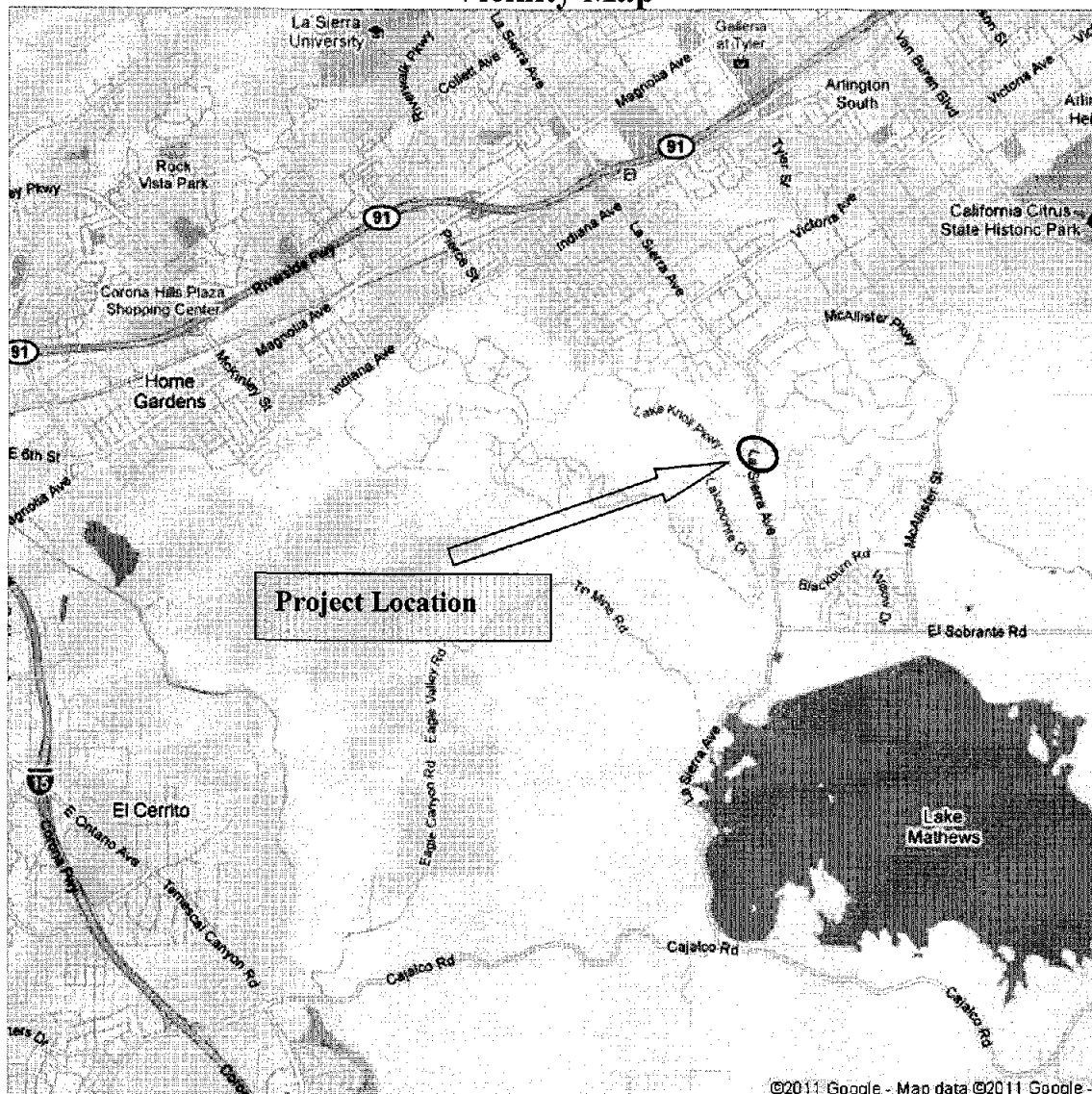
Department of Transportation

Emergency Storm Damage Repair Work

**La Sierra Avenue
approximately 700 feet northerly of Lake Knoll Parkway**

Project No. 45-111102

Vicinity Map



Riverside County Contract No. 11-01-010

AGREEMENT

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his / her Contractor's Proposal for the construction of County Project, **Emergency Storm Damage Repair Work; La Sierra Avenue; approximately 700 feet northerly of Lake Knoll Parkway; Project No. 45-111102**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he / she 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 / she can presently do the work in accordance with the Contract Documents for the money set forth in his / her 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 and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Plans, ~~(m) Addenda~~, (n) The Determination of Pre Work, (o) Any Change Orders issued, (p) Any additional notices, instructions and drawings issued in accordance with the Contract Documents. All of said Documents presently in existence are herein with like effect as if here set forth in full and upon the project they shall likewise be deemed incorporated. ~~The Bid Bond is excluded from the Agreement and the Payment Bond and Faithful Performance Bond.~~

Clerk of the Board

Agreement

2. The Work

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

3. Liquidated Damages and Time of Completion

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

The Contractor shall begin work within 2 calendar days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his / her intent to begin work at least 24 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 /her 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:

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

4. Compensation

The Contractor agrees to receive and accept payment, on a force account basis, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, until its acceptance by the County of Riverside, and for well and faithfully completing the work, and the whole there of, in the manner according to the plans and specifications, and the requirements of the Engineer.

The work to be done is emergency road repair work, to be performed on a force-account basis, as described in the special provisions. The estimated cost for this project, prior to commencement of work, is \$100,000.00.

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

COUNTY OF RIVERSIDE

ALL AMERICAN ASPHALT

BY: _____

Juan C. Perez
Director of Transportation

BY: _____

Robert Bradley

DATED: _____

1/20/11

TITLE: _____

Vice-President
(If Corporation, Affix Seal)

ATTEST: _____

Mark Luer

TITLE: _____

Secretary

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

License No. A-267073

Federal Employer Identification Number:

95-2595043

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor
MARSHAL L. VICTOR

DATE 1/19/11

"Corporation"
(Seal)



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 16, 2008 designated Robert Bradley to represent our Corporation in the capacity of Vice President and Mark Luer to represent our Corporation in the capacity of Secretary.



Dan D. Sisemore, President

PERFORMANCE BOND Bond No. 7620845-Executed in Two (2) Parts
Premium: \$425-Subject to adjustment upon completion

Recitals:

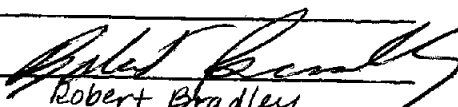
1. **All American Asphalt** (Contractor) has entered into an Agreement dated January 20, 2011 with **COUNTY OF RIVERSIDE** (County) for construction of public work known as **Emergency Storm Damage Repair Work; La Sierra Avenue; approximately 700 feet northerly of Lake Knoll Parkway; Project No. 45-111102.**
2. Fidelity and Deposit Company of Maryland, a Maryland corporation (Surety), is the Surety under this Bond.

Agreement:

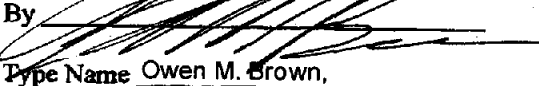
We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$ 100,000.00 (One hundred thousand dollars and no 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 January 24th, 2011
All American Asphalt

By 
By Robert Bradley

Fidelity and Deposit Company of Maryland

By 
Type Name Owen M. Brown,

Title Vice-President
"Contractor"

(Corporate Seal)

Note: This Bond must be executed by both parties with corporate be acknowledged. (Attach acknowledgements).

Clerk of the Board

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

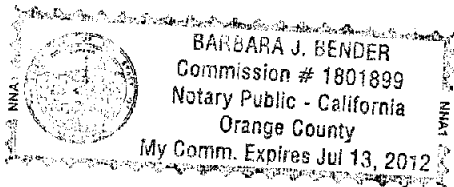
On 1-24-11 before me, Barbara J. Bender, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Owen M. Brown

Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7620845

Document Date: 1-24-11

Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Owen M. Brown

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

Signer Is Representing: Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On 1/24/2011 before me, Donna Thorne, Notary Public
Date Here Insert name and Title of the Officer

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

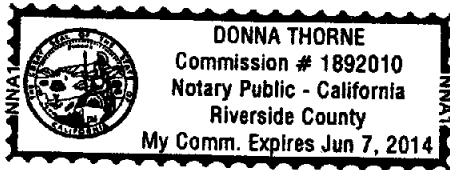
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 foregoing 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 Payment Bond No. 7620845

Document Date: 1/24/2011 Number of Pages: One (1)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Owen M. BROWN, of Glendale, California**, 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 in its office in Baltimore, Md., in their own proper persons.

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

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of February, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Theodore G. Martinez

By:

Gregory E. Murray Assistant Secretary

Theodore G. Martinez

State of Maryland } ss:
City of Baltimore }

On this 25th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2011

PRODUCER LIC #0B29370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
[Orange Branch]
P.O. Box 5003

San Ramon, CA 94583
EPICcerts@edgewoodins.com

INSURED
All American Asphalt

P.O. Box 2229

Corona, CA 92878-2229

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: ARCH SPECIALTY INS CO	21199
INSURER B: HARTFORD FIRE IN CO	19682
INSURER C: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER D: SEABRIGHT INS CO	15563
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	GPP002265802	08/01/10	08/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	72UENGR5491	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$10,000	7521507	08/01/10	08/01/11	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	BB1100243	08/01/10	08/01/11	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 #23232 / RE: Emergency Storm Damage Repair Work - La Sierra Ave - Approximal of Lake Knoll Parkway - Project No. 45-111102

CERTIFICATE HOLDER

County of Riverside

 3525 14th Street
 Riverside, CA 92501

USA

CANCELLATION To

SHOULD ANY OF THE ABC
 DATE THEREOF, THE ISS
 NOTICE TO THE CERTIFIC
 XXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXX
 AUTHORIZED REPRESENT

Clerk of the Board

ACORD 25 (2001/08) rjohnson1-org
 19469365

Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

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

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

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

All other terms and conditions of this Policy remain unchanged.

Schedule

County of Riverside, its directors, offices, special districts,
Board of Supervisors, employees, agents and representatives

Project

#23232 / RE: Emergency Storm Damage Repair
Work - La Sierra Ave - Approximately 700 feet
northerly of Lake Knoll Parkway - Project No. 45-
111102

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: GPP002265802

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/10

00 CGL0006 00 05 07

2295



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

County of Riverside, its directors, offices, special districts,
Board of Supervisors, employees, agents and representatives

Project

#23232 / RE: Emergency Storm Damage Repair
Work - La Sierra Ave - Approximately 700 feet
northerly of Lake Knoll Parkway - Project No. 45-
111102

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: GPP002265802

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/10

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

Page 1 of 1

Kelley Gray

2296

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

Person or Organization	Schedule	Job Description
County of Riverside, its directors, offices, special districts, Board of Supervisors, employees, agents and representatives		#23232 / RE: Emergency Storm Damage Repair Work - La Sierra Ave - Approximately 700 feet northerly of Lake Knoll Parkway - Project No. 45-111102

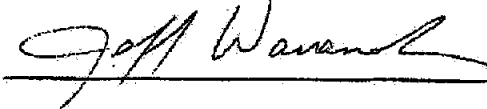
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

* 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	8/1/10	Policy No.	BB1100243	Endorsement No.	12
Insured	All American Asphalt			Policy Effective Date	8/1/10
Insurance Company	Seabright Insurance Company				

Countersigned By



WC 04 03 06
(Ed. 4-84)

EXCESS LIABILITY POLICY FORM

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

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

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

INSURING AGREEMENTS

I. Coverage

- A. We will pay on your behalf the Ultimate Net Loss in excess of the Underlying Insurance as shown in Item 4 of the Declarations, but only up to an amount not exceeding our Limits of Insurance as shown in Item 3 of the Declarations. Except for the terms, definitions, conditions and exclusions of this policy, the coverage provided by this policy shall follow the terms, definitions, conditions and exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.
- B. The Limits of Insurance shown in Item 3 of the Declarations state the most we will pay regardless of the number of Insureds, claims made or suits brought or persons or organizations making claims or bringing suits.
- C. Maintenance of Underlying Insurance

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

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

II. Definitions

A. Ultimate Net Loss

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

B. Each Annual Period

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

C. Pollutants

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

SCHEDULE OF UNDERLYING INSURANCE

Issued to: ALL AMERICAN ASPHALT

Policy Number: 7521507

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

**TYPE OF POLICY
OR COVERAGE**

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

LIMITS

AUTO LIABILITY

HARTFORD INSURANCE CO.
72UENKG5491
08/01/10
08/01/11

\$1,000,000
COMBINED SINGLE LIMIT

Defense Expenses are in addition to the limit

EMPLOYERS LIABILITY

SeaBright Insurance Co..
BB1100243
08/01/10
08/01/11

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

Defense Expenses are in addition to the limit

EMPLOYEE BENEFITS LIABILITY

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

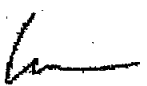
\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE
RETRO DATE 8/1/04

Defense Expenses are in addition to the limit

S.I.R.

SELF INSURED RETENTION OF
\$10,000
EACH EMPLOYEE

Limits are inclusive of Defense Expenses



Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

Company Profile

HARTFORD FIRE INSURANCE COMPANY

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19682
NAIC Group #:	0091
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 Profile

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600

SEATTLE, WA 98101

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY

Effective Date: 03-16-2004

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents