

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



**ITEM**  
12.1  
(ID # 3640)

**MEETING DATE:**

Tuesday, March 7, 2017

**FROM :** DEPARTMENT OF WASTE RESOURCES:

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Contract Award for the Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill, District 5. [\$686,362.50 – Department of Waste Resources Enterprise Funds], CEQA – Nothing Further Required

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA), whereas on December 13, 2016, the Board of Supervisors determined that the Project was exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt from CEQA pursuant to Section 15301 Existing Facilities and Section 15304 Minor Alterations of Land; and
2. Accept the bid submitted by H & H General Contractors, in the amount of \$686,362.50 for the Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill; and
3. Authorize the Chairman to execute the Agreement on behalf of the Department; and
4. Authorize the General Manager-Chief Engineer of the Department of Waste Resources to execute change orders to the contract as approved by County Counsel, in accordance with Article 3.5 of the Public Contract Code, and the limits set forth in Section 20142 therein.

**ACTION:** Policy

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: March 7, 2017  
xc: Waste

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>
<b>COST</b>	\$ 686,362.50	\$ 0	\$ 686,362.50	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department of Waste Resources Enterprise Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On December 13, 2016 the Board approved the contract documents for the Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill, and authorized the Department to advertise for bids. The engineer's estimate reported to the Board on December 13, 2016 was in the amount of \$800,000. On January 25, 2017, a total of eight (8) bids were received, with H & H General Contractors submitting the lowest bid in the amount of \$686,362.50.

After review of the bid results, Department staff has determined that H & H General Contractors has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are in order. A summary of the bids along with the Contract Agreement between the County and H & H General Contractors, and the required performance and payments bonds and certificate of insurance are attached herewith.

**California Environmental Quality Act (CEQA) Findings**

On December 13, 2016, the Board of Supervisors approved contract documents for the construction of site drainage improvements at the Lamb Canyon Sanitary Landfill. As such, a Notice of Exemption (NOE) was filed, identifying that the Project was exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt from CEQA pursuant to Section 15301 Existing Facilities and Section 15304 Minor Alterations of Land. The 35-day statute of limitations for review and comment has expired, with no comments or challenges to the NOE received. Since the proposed motion in this Form-11 simply involves the award of a contract to complete the work already assessed under the NOE, nothing further is required under CEQA.

**Impact on Residents and Businesses**

Completion of the project will improve drainage structures and enhance existing erosion control measures within existing public facilities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Budget for this work will be provided from Fund 40200, Department ID – 4500100000.

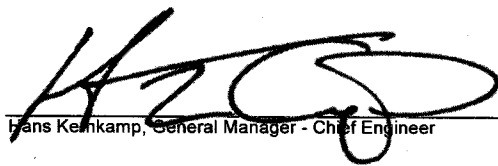
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Contract History and Price Reasonableness**

This is a public works construction contract with a specified duration of 60 working days for completion. Due to the competitive bid process, and also based on recent similar projects, Department engineering staff believes that the submitted bid amount is reasonable.

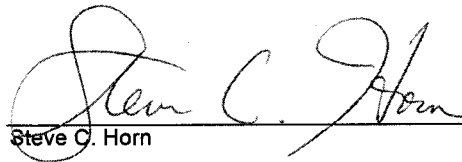
**ATTACHMENTS:**

- ATTACHMENT A** - Summary of Bids
- ATTACHMENT B** - Agreement
- ATTACHMENT C** - Performance and Payments Bonds
- ATTACHMENT D** - Certificate of Insurance



Hans Kemkamp, General Manager - Chief Engineer

2/17/2017



Steve C. Horn

3/1/2017

**Construction of Site Drainage Improvements  
at the Lamb Canyon Landfill November 2016**

Summary of bids received on January 25, 2017

	<b>Contractor</b>	<b>Bid Amount</b>	
1	H & H General Cont	\$	686,362.50
2	Wood Bros Inc	\$	699,807.00
3	Road Builders	\$	722,296.50
4	I O Environmental	\$	769,171.00
5	Genesis Const	\$	839,125.00
6	Vance Corp	\$	915,915.00
7	Environmental Const.	\$	921,511.00
8	Los Angeles Eng	\$	1,124,652.50

Executed in Triplicate

Bond # 72BCSHI1864

Premium: \$6,067.00

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

**PERFORMANCE BOND**

Recitals:

1. H & H General Contractors, Inc.

(Contractor) has entered into an Agreement dated \_\_\_\_\_ with the COUNTY OF RIVERSIDE (County) for construction of the public work known as The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill (Project).

2. Hartford Fire Insurance Company, 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 \$ 686,362.50 and inures to the benefit of County. Six Hundred Eighty Six Thousand Three Hundred Sixty Two and 50/100 Dollars

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 25% without approval of Surety. (If the total contract price is inadvertently increased by more than 25% without approval of Surety, this performance bond will remain in effect for that portion of the contract existent prior to the 25% exceedance).

THIS BOND is executed as of February 6, 2017  
Hartford Fire Insurance Company

H & H General Contractors, Inc.

By: Laurie B Druck  
Laurie B. Druck

By: Alfred Troy Hodges

Title: Attorney-in-Fact  
(Surety)

Title: Alfred Troy Hodges  
(Contractor) President

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged by a notary (attach acknowledgments)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

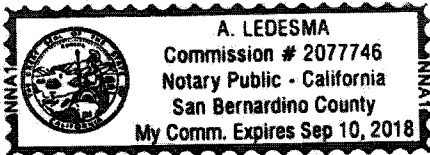
On Feb 8, 2017 before me, A Ledesma, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Alfred Troy Hodges  
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 Ledesma  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond Document Date: 2-8-17

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Alfred Troy Hodges

Corporate Officer — Title(s): President

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: H&H General

Contractors Inc

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

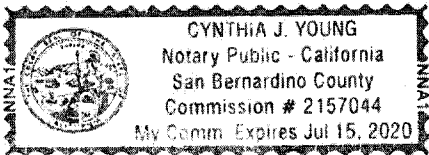
State of California  
County of San Bernardino } ss.

On February 6, 2017 before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck

Name(s) of Signer(s)

who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

*Cynthia J. Young*  
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.

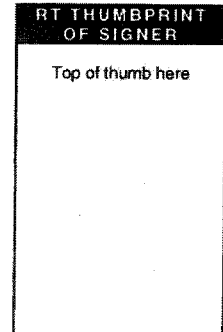
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

Agency Name: ALLIANT INSURANCE SERVICES INC  
 Agency Code: 72-186693

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Laurie B. Druck, Jay P. Freeman, Cynthia J. Young of SAN BERNARDINO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **February 6, 2017**  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



**PAYMENT BOND**

(Public Work - Civil Code, Section 3247 et seq.)

The makers of this Bond are H & H General Contractors, Inc. as Principal and Contractor and Hartford Fire Insurance Company a corporation, authorized to issue surety bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and the COUNTY OF RIVERSIDE (County), a public entity, for \$ 686,362.50 \*\*\*, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for the public work generally consisting of The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill. The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and Sections 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. \*\*\*Six Hundred Eight Six Thousand Three Hundred Sixty Two and 50/100 Dollars \*\*\*

Dated: February 6, 2017

Hartford Fire Insurance Company  
By: Laurie B Druck  
Laurie B. Druck  
Title: Attorney-in-Fact  
(Surety)

H & H General Contractors, Inc.  
By: [Signature]  
Title: Biffred Troy Hodges  
(Contractor) President

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged by a notary (attach acknowledgments).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

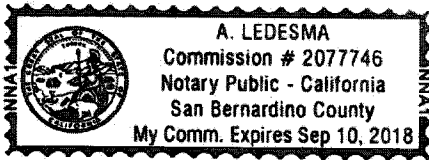
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Bernardino ;  
On Feb 8, 2017 before me, A Ledesma, Notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Alfred Troy Hodges  
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 Ledesma  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Alfred Troy Hodges  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: H&H General Contractors Inc

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

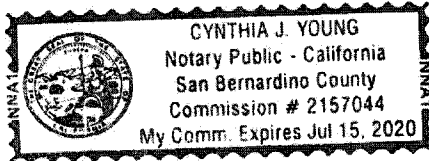
State of California  
County of San Bernardino } ss.

On February 6, 2017 before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck

Name(s) of Signer(s)

who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

*Cynthia J. Young*  
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.

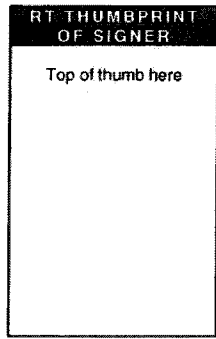
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

Agency Name: ALLIANT INSURANCE SERVICES INC  
 Agency Code: 72-186693

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Laurie B. Druck, Jay P. Freeman, Cynthia J. Young of SAN BERNARDINO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
 Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **February 6, 2017**  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



Named Insured H & H General Contractors, Inc			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 03/01/2017 to 03/01/2018	Effective Date of Endorsement 03/01/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**ADDITIONAL INSURED ENDORSEMENT  
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

<p><u>Name of Person or Organization:</u></p> <p>Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.</p>
---

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

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT SIGNED BY BOTH PARTIES PRIOR TO LOSS	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## AGREEMENT

THIS AGREEMENT is made as of March 7, 2017 and is between the COUNTY OF RIVERSIDE (County) and H & H GENERAL CONTRACTORS (Contractor).

### IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for the project, The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill, in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.

2. Contract Documents. The Contract Documents for the project are:

- (a) Notice to Contractors;
- (b) Instructions To Bidders;
- (c) Contractor's Proposal;
- (d) Agreement;
- (e) Bid Bond;
- (f) Performance Bond;
- (g) Payment Bond;
- (h) General Provisions;
- (i) Special Provisions for Site Drainage Improvements at the Lamb Canyon Sanitary Landfill;
- (j) Project Drawings for Site Drainage Improvements at the Lamb Canyon Sanitary Landfill;
- (k) Appendix A – Landfill Site Rules;
- (l) Standard Specifications for Public Works Construction, 2015 Edition, with Amendments;
- (m) any other documents included in or incorporated into the Contract Documents;
- (n) Addenda No. 1;
- (o) orders, instructions, drawings and plans issued by County during the course of the work in accordance with the provisions of the Contract Documents.

Each of the above-mentioned documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.

3. Contract Price - Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. Contractor represents that it fully understands the payment method for the work.

RIVERSIDE COUNTY DEPARTMENT OF  
WASTE RESOURCES  
14310 Frederick Street  
Moreno Valley, CA 92553

By: [Signature]  
Hans W. Kernkamp  
General Manager - Chief Engineer  
COUNTY OF RIVERSIDE

By: [Signature]  
Chairman, Board of Supervisors

ATTEST: [Signature] JOHN TAVAGNONE

By: [Signature]  
Kecia Harper-Ihem, Clerk of the Board

By: [Signature]  
Deputy

(Seal)

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] NEAL R. KIPNIS  
DATE: 2/11/17

H<sup>2</sup>H General Contractors, Inc.  
Contractor

By: [Signature]

Name: Alfred Troy Hodges

Title: President  
(If corporation, attach corporate seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

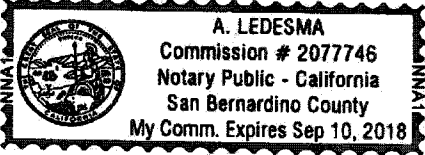
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Bernardino  
On Feb 8, 2017 before me, A Ledesma, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Alfred Troy Hodges  
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 Ledesma  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**  
Title or Type of Document: Agreement Document Date: 2-8-17  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: Alfred Troy Hodges  
 Corporate Officer -- Title(s): President  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: H & H General Contractors Inc

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**

(To Agreement for the Riverside County Department of Waste Resources, **The Construction of Site Drainage Improvements at the Lamb Canyon Sanitary Landfill**, located in Beaumont, Riverside County, California.)

It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum (L.S.)") are but estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	EA	1	\$110,000.00	\$110,000.00
2	Apply Hydroseed on Side Slopes	AC	6.5	\$2,650.00	\$17,225.00
3	Apply Processed Greenwaste on Side Slopes and Benches	AC	9	\$5,200.00	\$46,800.00
4	Repair Erosion on Bench & Apply Asphalt Grinding	SF	8,600	\$1.00	\$8,600.00
5	Re-Grade Landfill Benches	AC	2	\$6,800.00	\$13,600.00
6	Construct Earthen Diversion Berms	LF	600	\$10.00	\$6,000.00
7	Rip-Rap Downdrain Improvements	LS	1	\$10,000.00	\$10,000.00
8	Sediment Removal from Impact Basin	TM	1	\$5,000.00	\$5,000.00
9	Furnish & Install Aggregate Base (2" Thick Class-II Base over 4" Thick Rock)	SF	96,600	\$1.00	\$96,600.00
10	Furnish & Install S-Fence with Sandbag Checkdams	LF	3,570	\$5.00	\$17,850.00
11	Construct Percolation Shafts	EA	8	\$2,200.00	\$17,600.00
12	Construct Shotcrete Drainage Structures	SF	900	\$22.00	\$19,800.00
13	Construct Asphalt Pad	SF	1,850	\$7.50	\$13,875.00

14	Construct Asphalt Speed Bumps	LF	160	\$8.00	\$1,280.00
15	Construct Concrete Curb and Gutter	LF	725	\$31.00	\$22,475.00
16	Furnish & Install Precast Drop Inlet Structure	EA	1	\$3,000.00	\$3,000.00
17	Furnish & Install 24" Diameter Corrugated HDPE Pipe Culvert	LF	60	\$175.00	\$10,500.00
18	Relocate & Install K-Rail Barriers	EA	31	\$140.00	\$4,340.00
19	Construct Asphalt Drainage Structures	TONS	60	\$550.00	\$33,000.00
20	Apply Seal Coat on Asphalt Structures	SF	60,150	\$0.50	\$30,075.00
21	Furnish & Install Fiber Rolls	LF	5,485	\$3.00	\$16,455.00
22	Landfill Toe of Slope Grading	CY	550	\$31.25	\$17,187.50
23	Furnish & Install Precast Drainage Trench Structures	EA	4	\$9,700.00	\$38,800.00
24	Furnish & Install 8' x 10' Steel Rumble Racks	EA	12	\$3,600.00	\$43,200.00
25	Time & Material	LS	1	\$75,000.00	\$75,000.00
Optional 26	Construct Asphalt Road Section	SF	900	\$9.00	\$8,100.00

**TOTAL COST \$686,362.50**