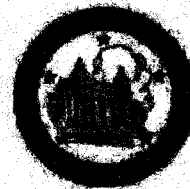


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
12.2
(ID # 8463)**

MEETING DATE:
Tuesday, December 4, 2018

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Contract Award for the Construction of Daily Cover Excavation and On-Call Site Improvements at Badlands and Lamb Canyon Sanitary Landfills, District 5 [\$3,849,650 – Department of Waste Resources Enterprise Funds], (CEQA - Nothing Further Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Addendum No. 1 to the Contract Documents, including the plans and specifications issued prior to the October 23, 2018 bid opening; and
2. Accept the low bid submitted by Road Builders, Inc., in the amount of \$3,849,650.00 for the Construction of Daily Cover Excavation and On-Call Site Improvements at Badlands and Lamb Canyon Sanitary Landfills; and
3. Award the contract to Road Builders, Inc. and authorize the Chairman to execute the Agreement on behalf of the County; and
4. Authorize the General Manager-Chief Engineer of the Department of Waste Resources (Department) 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

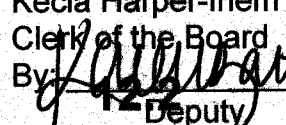

Hans Koenkamp, General Manager - Chief Engineer 11/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 4, 2018
Page 1 of 3
xc: Waste

ID# 8463

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,245,629.17	\$1,604,020.83	\$3,849,650.00	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$0	\$0
SOURCE OF FUNDS: Waste Resources Enterprise Fund			Budget Adjustment:	No
			For Fiscal Year:	18/19 & 19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 25, 2018, the Board approved the contract documents for the Construction of Daily Cover Excavation and On-Call Site Improvements at the Badlands and Lamb Canyon Landfills, and authorized the Department to advertise for bids. During the advertisement period, the Department issued one (1) Addendum. On October 23, 2018, a total of two (2) bids were received, with Road Builders, Inc. submitting the lowest responsible bid. After review of the bid results, Department staff has determined that Road Builders, Inc. has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are in order and in conformance with the bid requirements. A summary of the bids received, along with the Contract Agreement between the County and Road Builders, Inc., and the required performance and payment bonds and certificate of insurance are attached herewith.

The Agreement and Bonds have been reviewed and approved as to form by County Counsel.

Prev. Agn. Ref.: M.O. 12.4 of 09/25/18

California Environmental Quality Act (CEQA) Findings

On September 25, 2018, the Board of Supervisors approved contract documents for the Construction of Daily Cover Excavation and On-Call Site Improvements at the Badlands and Lamb Canyon Landfills. 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

This Project helps protect the environment by reducing the introduction of pollutants in storm water being discharged from the Badlands and Lamb Canyon Landfill properties.

Additional Fiscal Information

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

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

Contract History and Price Reasonableness

This is a public works construction contract with a specified duration of 365 working days for completion. Due to the competitive bid process, and also based on recent similar projects at both sites, Department staff believes that the submitted bid amount is reasonable.

ATTACHMENTS (if any, in this order):

ATTACHMENT A. Bid Summary

ATTACHMENT B. Contract Agreement

ATTACHMENT C. Performance and Payment Bonds

ATTACHMENT D. Addendum No. 1



Gregory V. Prietas, Director County Counsel 11/20/2018

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of Dec. 4, 2018 and is by and between the COUNTY OF RIVERSIDE, on behalf of its Department of Waste Resources, a political subdivision of the State of California, (County) and Road Builders, Inc. (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items necessary to perform the Work for the project, Daily Cover Excavation and On-Call Site improvements at the Badlands and Lamb Canyon Sanitary Landfills, and Contractor shall do all things necessary to accomplish and complete the Work described in and 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 Inviting Bids to Contractors;
 - (b) Instructions to Bidders;
 - (c) Contractor's Proposal, including List of Subcontractors, Statement of Licensure, Non-Collusion Declaration, Iran Contracting Act Certification;
 - (d) Bid Bond;
 - (e) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
 - (f) Performance Bond;
 - (g) Payment Bond;
 - (h) General Provisions;
 - (i) Technical Provisions for Daily Cover Excavation and On-Call Site improvements at the Badlands and Lamb Canyon Sanitary Landfills;
 - (j) Appendix A – Fugitive Dust Control Requirements;
 - (k) Appendix B – Landfill Site Rules;
 - (l) Appendix C – Badlands Title V Permit Rule 1150 Landfill Excavation Management Plan;
 - (m) Appendix D – Project Drawings for Daily Cover Excavation and On-Call Site improvements;
 - (n) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
 - (o) Any other documents included in or incorporated into the Contract Documents;
 - (p) Addendum No. 1;
 - (q) 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.

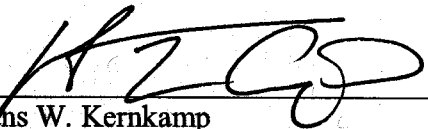
CONSTRUCTION AGREEMENT

3. **Contract Time for Completion** – The Work shall be commenced on a date to be specified in a written “Notice To Proceed” to be issued by the County and shall be completed within the duration specified in the Technical Specifications. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.

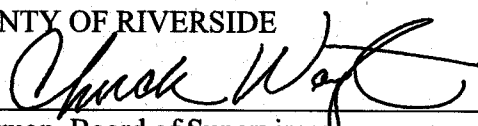
4. **Contract Price** –
 - (a) **Compensation to be paid to Contractor** – The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of: Three million, eight hundred forty nine thousand, six hundred fifty dollars and zero cents. (\$3,849,650.00), subject to additions and deductions as provided in this Agreement.
 - (b) **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.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 11-20-18
DATE: SYNTHIA M. GUNZEL

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

By: 
Hans W. Kernkamp
General Manager – Chief Engineer

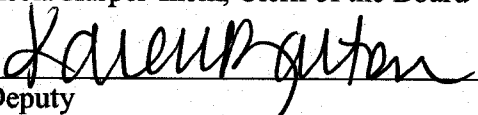
Date: 11/19/18

COUNTY OF RIVERSIDE
By: 
Chairman, Board of Supervisors

Date: DEC 04 2018

CHUCK WASHINGTON

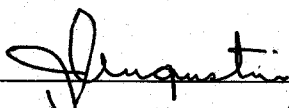
ATTEST:
By: _____
Kecia Harper-Ihem, Clerk of the Board

By: 
Deputy

Date: DEC 04 2018

(Seal)

ROAD BUILDERS, INC.
CONTRACTOR

By: 
Name: JOSEPH AUGUSTINE

Date: 11-9-18

Title: PRESIDENT
(If corporation, attach corporate seal)

EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, Daily Cover Excavation and On-Call Site improvements at the Badlands and Lamb Canyon Sanitary Landfills, located in 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	Prepare and Implement Site Specific SWPPP for Dirt Haul	L.S.	1	\$50,000.00	\$50,000.00
2	Badlands Excavation, Hauling, and Stockpiling Daily Cover Material including Overhead and Administration Costs	C.Y.	241,500	\$3.25	\$784,875.00
OPTIONAL ON-CALL ITEMS					
3	Refuse Excavation and Haul to Active Face	C.Y.	600	\$17.00	\$10,200.00
4	Engineered Fill	C.Y.	30,540	\$7.00	\$213,780.00
5a	Construct 1' Tall Earthen Berms With Engineered Fill	L.F.	7,700	\$5.00	\$38,500.00
5b	Construct 2' Tall Earthen Berms With Engineered Fill	L.F.	1,300	\$10.00	\$13,000.00
6	Furnish and Install Fiber Rolls	L.F.	2,000	\$2.00	\$4,000.00
7	Furnish and Install S-Fence	L.F.	5,540	\$9.00	\$49,860.00
8	4" Thick Asphalt Drainage Structures	S.F.	32,000	\$6.25	\$200,000.00
9	4" Thick Reinforced Shotcrete Drainage Structures	S.F.	3,000	\$9.30	\$27,900.00
10	Furnish and Install CMB	Ton	4,700	\$17.00	\$79,900.00
11	Furnish and Install Class II Base	Ton	500	\$21.00	\$10,500.00
12	Furnish and Install Class III Base	Ton	500	\$21.00	\$10,500.00
13	Furnish and Install 2"-4" Rock	Ton	5,000	\$17.00	\$85,000.00

CONSTRUCTION AGREEMENT

14	Furnish and Install 3"-6" Rock	Ton	700	\$32.00	\$22,400.00
15	Greenwaste Slopes and Benches	S.F.	729,400	\$0.15	\$109,410.00
16	Litter Removal	Hour	560	\$95.00	\$53,200.00
17	25' Tall Litter Fence	L.F.	2,610	\$215.00	\$561,150.00
18	Construct 4" Thick Reinforced Concrete Slab Within Existing Basin	C.Y.	65	\$900.00	\$58,500.00
19	Construct Shotcrete Access/Drainage Ramp	C.Y.	200	\$900.00	\$180,000.00
20	Construct Asphalt Pad and Miscellaneous Structures	Ton	515	\$232.00	\$119,480.00
21	Construct Reinforced Shotcrete Drainage and Miscellaneous Structures	C.Y.	100	\$800.00	\$80,000.00
22	Construct Shotcrete Stairway and Railing	L.S.	1	\$68,620.00	\$68,620.00
23	Construct Percolation Basin and Appurtenances	L.S.	1	\$318,875.00	\$318,875.00
24	Authorized Time and Material	L.S.	1	\$700,000	\$700,000

For the Total Bid Proposal of:

TOTAL COST \$ 3,849,650.00

Three million, eight hundred forty nine thousand, six hundred fifty dollars and zero cents.

PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors (“Board”) for the County of Riverside, (“County”) and Road Builders, Inc., (“Contractor”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Construction of Daily Cover Excavation and On-Call Site improvements at Badlands and Lamb Canyon Sanitary Landfills, September 2018

(“Contract”) which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Contractor, as Principal on this Bond, is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Contractor and Western Surety Company, (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Three Million Eight Hundred Forty Nine Thousand Six Hundred Fifty 00/100

Dollars (\$ 3,849,650.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, to:

1. Perform all the work required to complete the Project; and
2. Pay to the County all damages the County incurs as a result of the Contractor’s failure to perform all the Work required to complete the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Contractor to pay liquidated damages), all obligations during the period of any warranties and guarantees of materials and workmanship

ADMINISTRATIVE PROVISIONS

required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Contractor's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Contractor under the Contract (including without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Contractor by County under the Contract and any modifications thereto, less the amount previously paid by County to the Contractor and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Contractor in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

ADMINISTRATIVE PROVISIONS

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

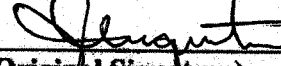
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Signature provisions on following page:

Road Builders, Inc.
(Firm Name – Contractor)

20 Alodium PLC, 6710 L Street
Lincoln, NE 68510

(Business Address)


By 
(Original Signature)

President
(Title)

Western Surety Company
(Corporation Name – Surety)

2020 Main Street, Suite 750
Irvine, CA 92614

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Lawrence F. McMahon, Attorney-in-Fact

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Seal if Corporation



Affix Corporate Seal

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

ADMINISTRATIVE PROVISIONS

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 Diego

On NOV 08 2018 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
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 he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(##), and that by his/~~her/its~~ 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.

Signature Rachel A. Mullen
Signature of Notary Public Rachel A. Mullen



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

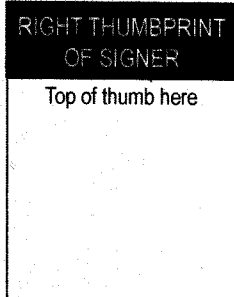
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

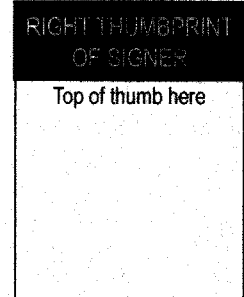
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, Sarah Myers, Lilia De Loera, Janice Martin, Christopher J Conte, Rachel A Mullen, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of January, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of November, 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

PAYMENT BOND
(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors ("Board") for the County of Riverside, ("County") and Road Builders, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Construction of Daily Cover Excavation and On-Call Site improvements at Badlands and Lamb Canyon Sanitary Landfills, September 2018

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, said Contractor is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550 et seq.) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Contractor and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Three Million Eight Hundred Forty Nine Thousand Six Hundred Fifty 00/100 Dollars (\$ 3,849,650.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Contractor, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Contractor and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

ADMINISTRATIVE PROVISIONS

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Contractor

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

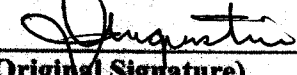
Signature provisions on following page:

ADMINISTRATIVE PROVISIONS

Road Builders, Inc.
(Firm Name – Contractor)

20 Alodium PLC, 6710 L Street
Lincoln, NE 68510

(Business Address)

By 
(Original Signature)

President
(Title)

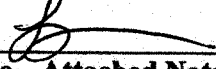
Affix Seal if Corporation



Western Surety Company
(Corporation Name – Surety)

2020 Main Street, Suite 750
Irvine, CA 92614

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Lawrence F. McMahon, Attorney-in-Fact
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix Corporate Seal

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

ADMINISTRATIVE PROVISIONS

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 Diego

On NOV 08 2018 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(§) whose name(§) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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.

Signature Rachel A. Mullen
Signature of Notary Public Rachel A. Mullen

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

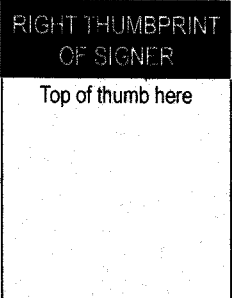
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

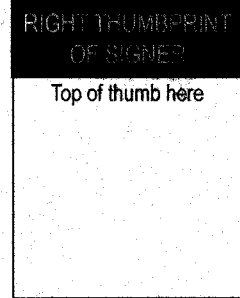


Signer is Representing: _____

Surety Company

Signer's Name: _____

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



Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, Sarah Myers, Lilia De Loera, Janice Martin, Christopher J Conte, Rachel A Mullen, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of January, 2017.

WESTERN SURETY COMPANY



Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of January, 2017, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of November, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Description of Document Payment and Performance Bonds

Acknowledgement

State of Nebraska)

S.S.

County of Lancaster)

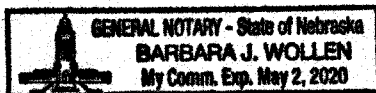
The foregoing instrument was acknowledged before me this

9th day of November, 2018
(month)

by Joseph Augustine, President
(printed name of officer or agent) (printed title of officer or agent)

of Road Builders, Inc.
(printed name of Corporation acknowledging)

a Nebraska corporation, on behalf of the corporation.
(print state or place of incorporation)



Barbara J. Wollen
Signature of Notary Public

↑ Affix Official Notary seal here ↑

GENERAL INVESTIGATIVE DIVISION
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

Company Profile

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[Company Enforcement Action](#)
[Composite Complaints Studies](#)

Additional Info

[Find A Company Representative In Your Area](#)
[View Financial Disclaimer](#)

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY

151 N. FRANKLIN STREET
CHICAGO, IL 60606

Old Company Names

Effective Date

Agent For Service

Vivian Imperial
 818 WEST SEVENTH STREET
 SUITE 930
 LOS ANGELES CA 90017

Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

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.

LIABILITY

SURETY

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael Ehrenfeld Company 2655 Camino Del Rio North #200 San Diego CA 92108	CONTACT NAME: Lori Lowe PHONE (A/C, No, Ext): (619) 683-9990 E-MAIL ADDRESS: lori@ehrenfeldinsurance.com	FAX (A/C, No): (619) 683-9999
	INSURER(S) AFFORDING COVERAGE	
INSURED Road Builders, Inc. 20 Alodium Place 6710 L Street Lincoln NE 68510	INSURER A: Landmark American	NAIC # 33138
	INSURER B: The Ohio Casualty Insurance Company	24074
	INSURER C: Westchester Surplus Lines Insurance Co	10172
	INSURER D:	
	INSURER E:	
	INSURER F:	

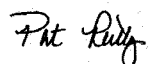
COVERAGES **CERTIFICATE NUMBER:** 2018 All, POLL Rev 1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		LHA140230	10/16/2018	10/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BAO58249709	01/05/2018	01/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
C	Pollution	Y		G71188863001	10/02/2018	10/02/2019	Each Pollution \$1,000,000 Aggregate \$2,000,000

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

RE: Daily cover excavation and on-call site improvements at Badlands and Lamb Canyon anitary landfills. County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives are additional insured. Attached endorsements only apply per written contract.

CERTIFICATE HOLDER Riverside County Department of Waste Resources 14310 Frederick Street Moreno Valley CA 92553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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of 84

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**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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 10/16/2018
forms part of Policy Number LHA140230
issued to ROAD BUILDERS, INC.
by Landmark American Insurance Company

Named Insured Road Builders, Inc			Endorsement Number
Policy Symbol CPW	Policy Number G71188863001	Policy Period 11/02/2018 to 11/02/2019	Effective Date of Endorsement 11/02/2018
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:

Name of Person or Organization:

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.

(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.

Named Insured Road Builders, Inc			Endorsement Number
Policy Symbol CPW	Policy Number G71188863001	Policy Period 11/02/2018 to 11/02/2019	Effective Date of Endorsement 11/02/2018
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
(PRIMARY AND NON-CONTRIBUTORY)**

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.)

SECTION II - WHO IS AN INSURED is amended to include:

- 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.

- C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

Named Insured Road Builders, Inc		Endorsement Number	
Policy Symbol CPW	Policy Number G71188863001	Policy Period 11/02/2018 to 11/02/2019	Effective Date of Endorsement 11/02/2018
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.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

<p><u>Name of Person or Organization:</u> 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.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

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 ongoing operations or your work done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



ADDENDUM NO. 1

TO CONTRACT DOCUMENTS FOR

The Construction of Daily Cover Excavation and On-Call Site Improvements at Badlands and Lamb Canyon Sanitary Landfills

October 16, 2018

This Addendum to the Contract Documents for Construction of Daily Cover Excavation and On-Call Site Improvements at Badlands and Lamb Canyon Sanitary Landfills is issued by the Riverside County Department of Waste Resources for the County of Riverside ("County").

Per the Notice Inviting Bids to Contractors in the administrative provisions section of the Contract Documents, all questions and requests for clarification or interpretation of the Contract Documents must be submitted in writing by 5:00 PM on Friday, October 12, 2018. This document addresses all the questions received prior to and up to the specified deadline. Questions received from Contractors shall be denoted in *bold italic font*.

Q1: *For bid items 5A & 5B, construction of 1' and 2' tall earthen berms, where is material located to construct these? Also, will the contractor be required for the hauling of this material?*

A1: Material source for bid items 5A & 5B at Badlands Landfill shall be the Canyon 6 Borrow Area as shown on Sheet 3 Badlands Site Map (Attachment 1). Material source for bid item 5A & 5B at Lamb Canyon Landfill shall be the South Soil Stockpile, located northwest of the proposed berm location as shown on attached updated Sheet 3 Lamb Canyon Landfill Site Map of Improvements (Attachment 2).

As stated in Section 4.4H of the Contract Technical Provisions, "Optional Bid Items No. 5a and No. 5b shall constitute full compensation to the Contractor for all work related to the construction of earthen berms in the project including but not limited to: furnishing all labor, supervision, materials, tools, and equipment; excavating, hauling, loading, moisture conditioning, compacting, grading, shaping, surveying, construction of temporary haul roads, and any other requirements by the Contract Documents for the construction of earthen berms."

Yes, Contractor will be required to haul material for construction of all earthen berms in this project.

Q2: *For bid item 15 construction of green waste slopes and benches, where is this material located? Also, will the contractor be required for the hauling of this material?*

A2: As stated in Sections 10.3 A and B of the Contract Technical Provisions, "A. The County shall have clean Processed Greenwaste materials delivered to the site, up to 500' from the slopes in which Contractor spreading work shall occur. Contractor may be required to place Processed Greenwaste at any location within the landfill footprint. The Contractor shall provide the equipment and manpower to evenly spread Processed Greenwaste materials in a safe and efficient manner as determined by the County. B. The County shall have Processed Greenwaste delivered to areas adjacent to, but up to 500' from access benches, decks and to bottoms of slope in quantity, location and frequency agreed upon by County and Contractor. Contractor shall be responsible for pushing or transporting Processed Greenwaste from the delivered location to the hinge and toes of slopes to received application."

Q3: *During the site walk meeting held Tuesday October 9, it was mentioned all mobilization & demobilization for all optional items will be paid under the Time & Material Basis item. Is this the case for the excavation for daily cover bid item 2, will the contractor be paid on time and material for the mobilization/demobilization of equipment required for the daily cover excavation? If this is not the case, under what items is this cost to be paid under?*


A3: As stated in Section 3.3 of the Contract Technical Provisions, "Mobilization and Demobilization costs for daily cover excavation and optional on-call drainage bid items shall be determined for each individual site event and payment shall be executed under Authorized Time and Materials."

All other terms of the Contract Documents remain unchanged and in effect.

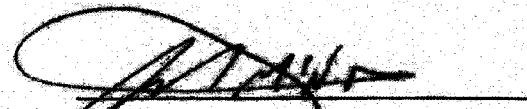
NOTE:

Bidders are required to acknowledge receipt of all addenda at the bottom of Sheet XVII of the CONTRACTOR'S PROPOSAL.

Riverside County Department of Waste Resources



Andy Cortez, P.E.
Principal Engineer
Badlands Landfill

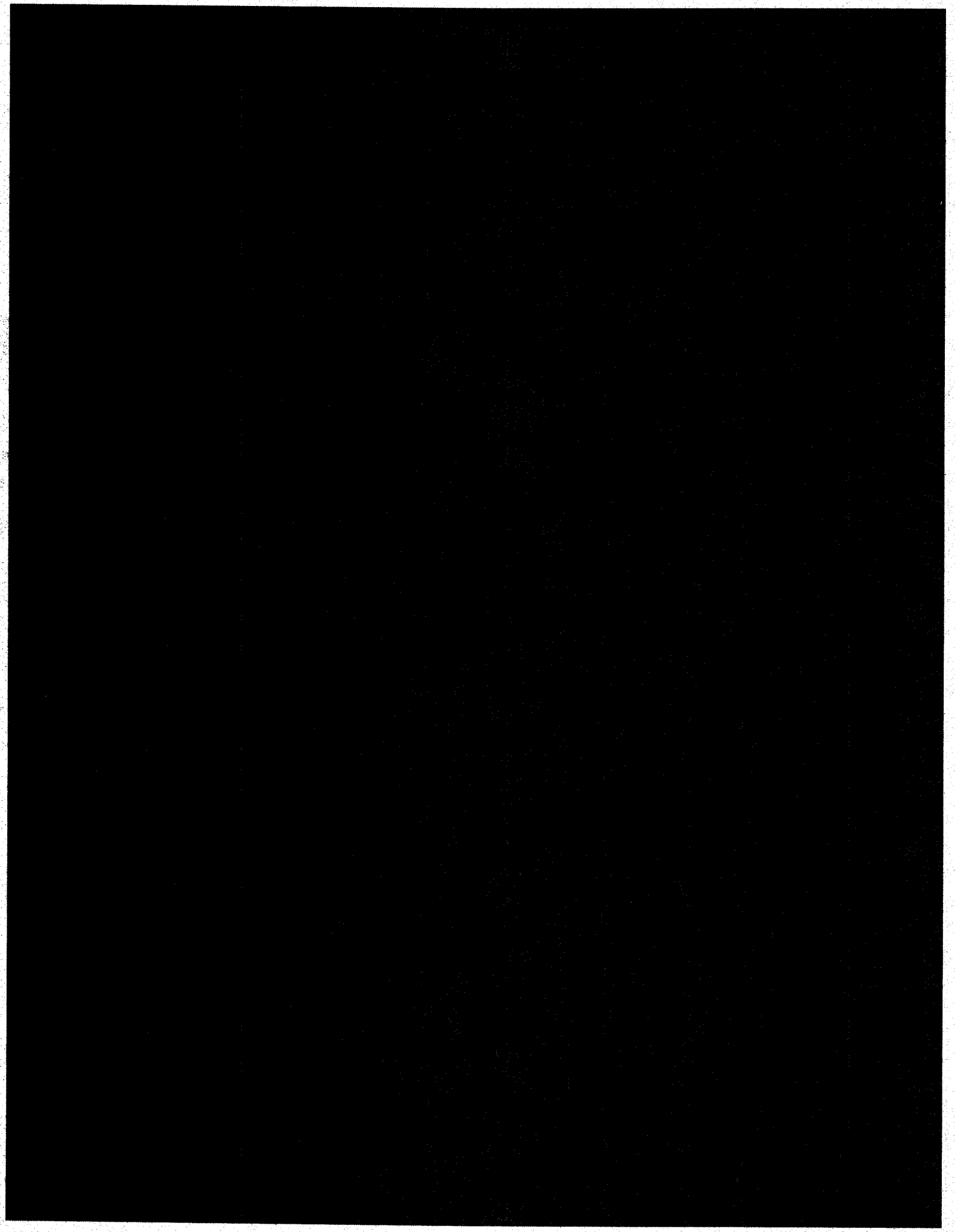


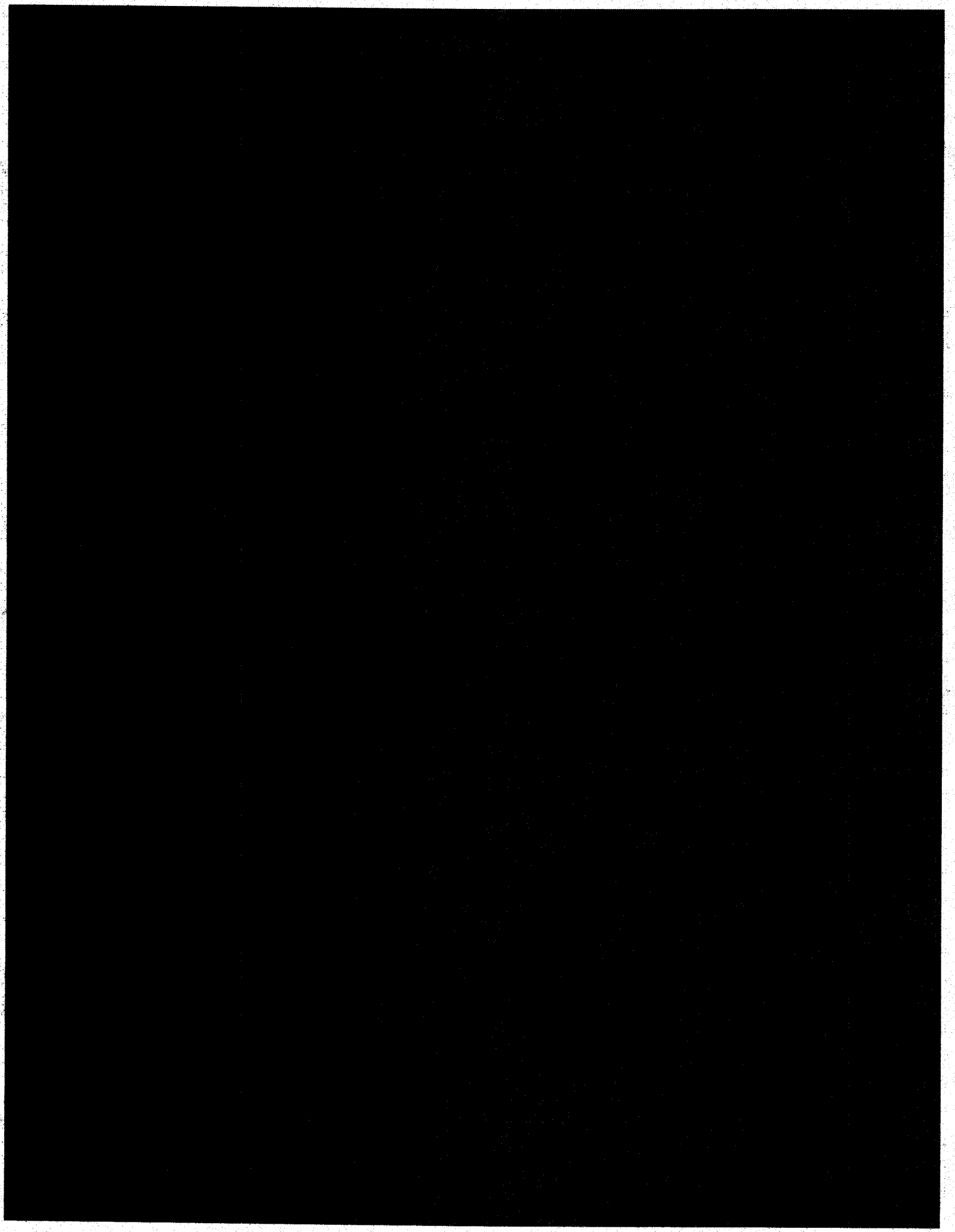
Fouad Mina, P.E.
Principal Engineer
Lamb Canyon Landfill

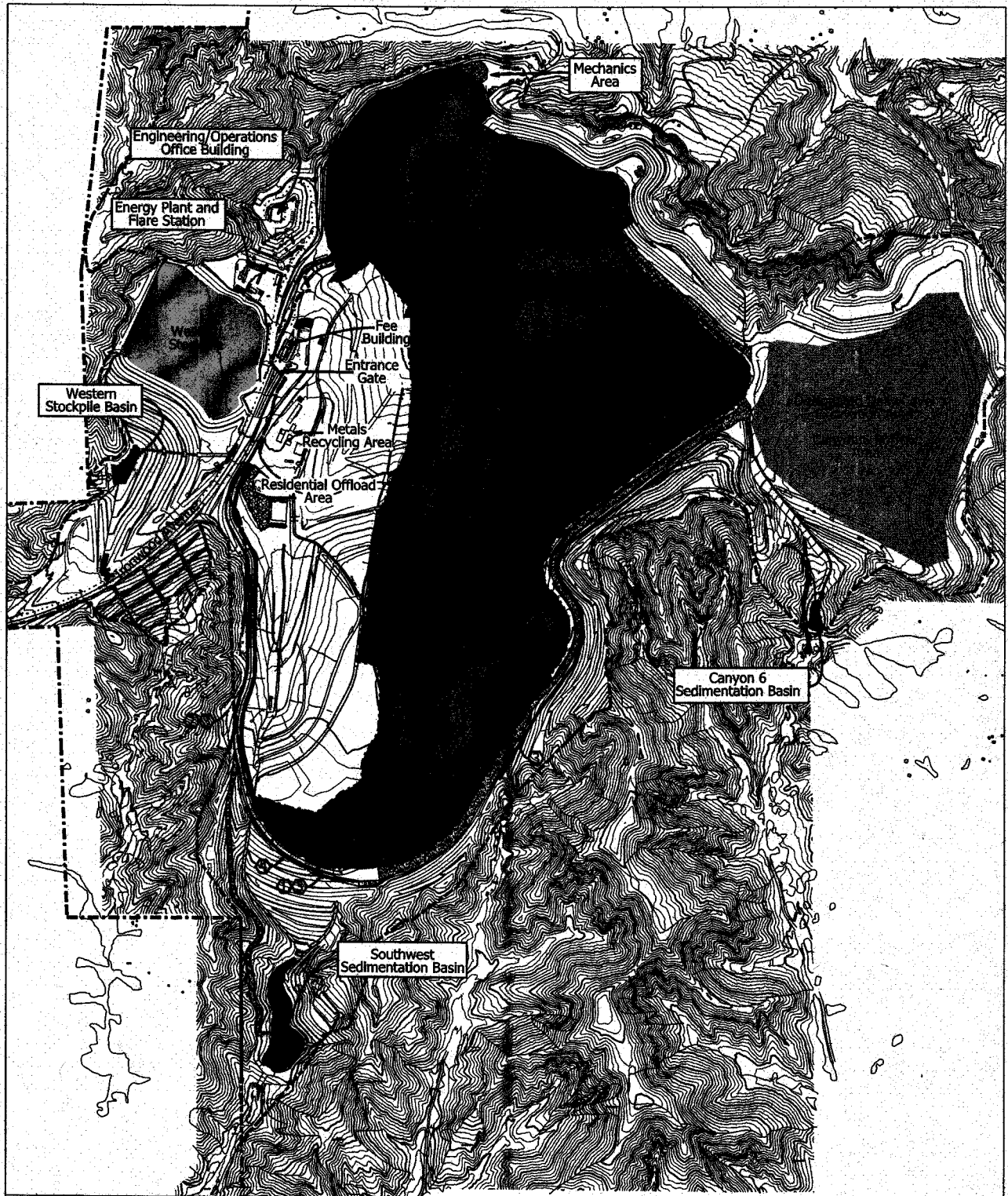
List of Attachments:

- Attachment 1 - Badlands Site Map (Sheet 3 of Project Drawings)
- Attachment 2 - Lamb Canyon Landfill Site Map of Improvements (Sheet 3 of Project Drawings)
- Attachment 3 - Pre-Bid Meeting Sign-in Sheet

PD#230465 (word)
PD#230547 (PDF)







CONSTRUCTION NOTES:

- ① CONSTRUCT 25' FOOT TALL LITTER FENCE ALIGNMENT "A" IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND SHEET 6.
- ② CONSTRUCT 25' FOOT TALL LITTER FENCE ALIGNMENT "B" IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND SHEET 7.
- ③ CONSTRUCT SILT FENCE ACCORDANCE WITH PROJECT SPECIFICATIONS AND DETAIL C ON SHEET 4.
- ④ REMOVE EXISTING GEOTEXTILE AND EARTHEN BERM, AND TO HAUL EARTHEN MATERIAL TO ACTIVE PAD AS DIRECTED BY COUNTY.

Legend

- Current Contours (10 ft)
- Property Line
- Permitted Disturbance Limits (268 acres)
- Edge of Fill
- Fill Area (150 ac)
- Existing Concrete Hardscape
- Existing Asphalt Concrete Hardscape
- Existing Gas Header Pipe
- Existing Soil Cement Road
- Existing Access Road
- Silt Fence



REVISIONS	BY	APPRVD	DATE

WASTE RESOURCES, Inc.

 Hoss Kerkkamp, General Manager / Chief Engineer

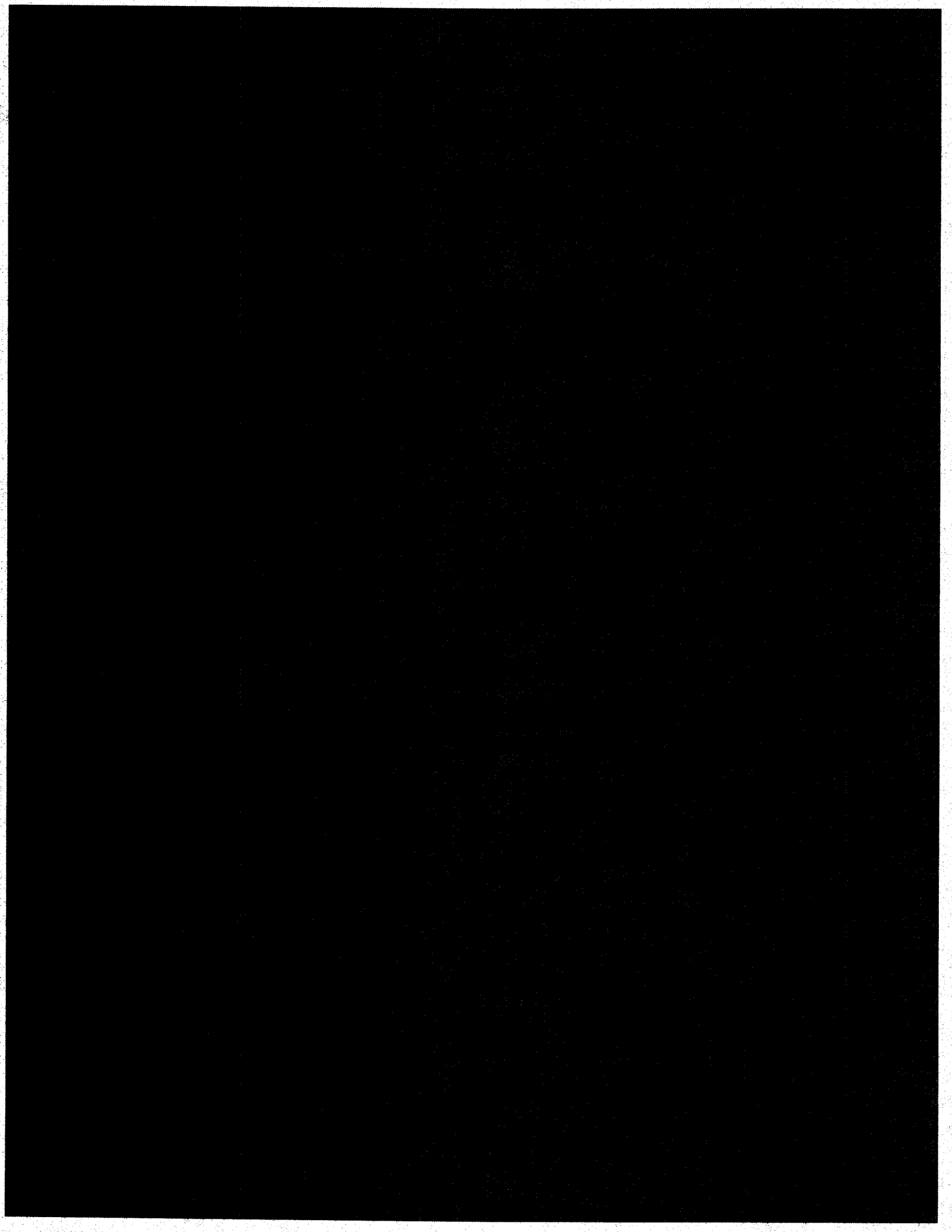
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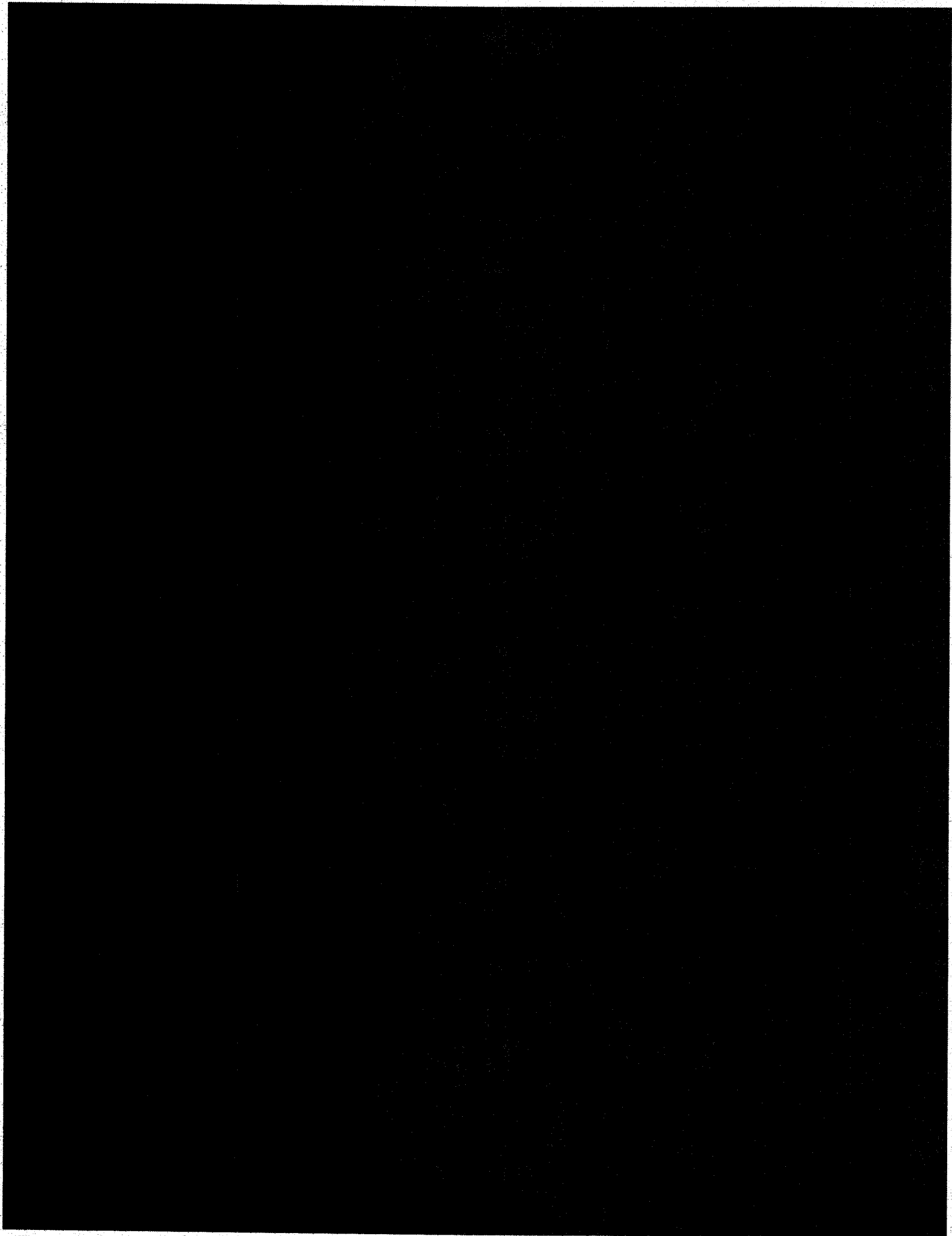
 Datum is mean sea level. Contour intervals 10 ft.

DESIGNED BY:	PT
DRAWN BY:	PT
CHECKED BY:	MP
ENGINEERING DATE:	July 2008
ISSUING DATE:	April 2009
PROJECT NAME:	Waste 2/Other/Badlands/Special Products
PROJECT NO.:	005_BA_Site Map
DATE:	04/09
SCALE:	As Shown



Badlands Site Map





CONSTRUCTION NOTES

- ① REMOVE AND SALVAGE 4" THICK LAYER OF EXISTING CLASS 11 BASE MATERIAL AND CONSTRUCT 4" THICK ASPHALT PAD IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO.20) (EXISTING CONDITIONS SEE PHOTO 1, SHEET 12)
- ② CONSTRUCT 25-FOOT TALL STATIONARY LITTER CONTAINMENT FENCE IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS. (BID ITEM NO.17) (EXISTING CONDITIONS SEE PHOTO 2, SHEET 12)
- ③ CONSTRUCT 4" THICK CRUSHED MISCELLANEOUS BASE (CMB) OVER 6" THICK ROCK (2"-4" ROCK SIZE) ROAD SECTION WITHIN LIMITS SHOWN AND IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS & DETAILS (BID ITEM NO. 10 AND NO. 13) (EXISTING CONDITIONS SEE PHOTOS 6, 7, and 8, SHEET 13)
- ④ CONSTRUCT 4" THICK ASPHALT DRAINAGE STRUCTURES IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS AND DETAILS (BID ITEM NO. 8) (EXISTING CONDITIONS SEE PHOTO 11, SHEET 14)
- ⑤ CONSTRUCT EARTHEN DIVERSION BERMS IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS AND DETAILS (BID ITEM NO.5a & 5b) (EXISTING CONDITIONS SEE PHOTO 11, SHEET 14)
- ⑥ RE-GRADE LANDFILL BENCHES TO REESTABLISH CROSS FALL AND PROPER DRAINAGE AND APPLY PROCESSED GREENWASTE SECTION IN ACCORDANCE WITH THE APPLICABLE PROJECT DETAILS (BID ITEM NO.19 AND 24) (EXISTING CONDITIONS SEE PHOTO 10, SHEET 14)
- ⑦ CONSTRUCT 4" THICK REINFORCED CONCRETE PAD AND SLOPE PROTECTION IN ACCORDANCE WITH THE APPLICABLE PROJECT DETAILS (BID ITEM NO.18) (EXISTING CONDITIONS SEE PHOTO 3, SHEET 12)
- ⑧ REMOVE AND SALVAGE 4" THICK ASPHALT GRINDING/BASE MATERIAL ALONG BENCH. REESTABLISH AND RE-GRADE EXISTING EARTHEN DIVERSION BERM. CONSTRUCT 4" THICK SHOTCRETE DRAINAGE CHANNEL IN ACCORDANCE WITH THE APPLICABLE PROJECT DETAILS (BID ITEM NO.19) (EXISTING CONDITIONS SEE PHOTO 5, SHEET 13)
- ⑨ REMOVE EXISTING SHOTCRETE RIP-RAP WITHIN LIMITS SHOWN, CONSTRUCT SHOTCRETE STAIRWAY, AND FURNISH AND INSTALL GALVANIZED ALUMINUM RAILING IN ACCORDANCE WITH THE APPLICABLE PROJECT DETAILS (BID ITEM NO.22) (EXISTING CONDITIONS SEE PHOTO 9, SHEET 14)
- ⑩ PLACE ENGINEERED FILL IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS (BID ITEM NO.4)
- ⑪ FURNISH AND INSTALL PERCOLATION BASIN AND APPURTENANCES IN ACCORDANCE WITH THE APPLICABLE PROJECT SPECIFICATIONS (BID ITEM NO.23)

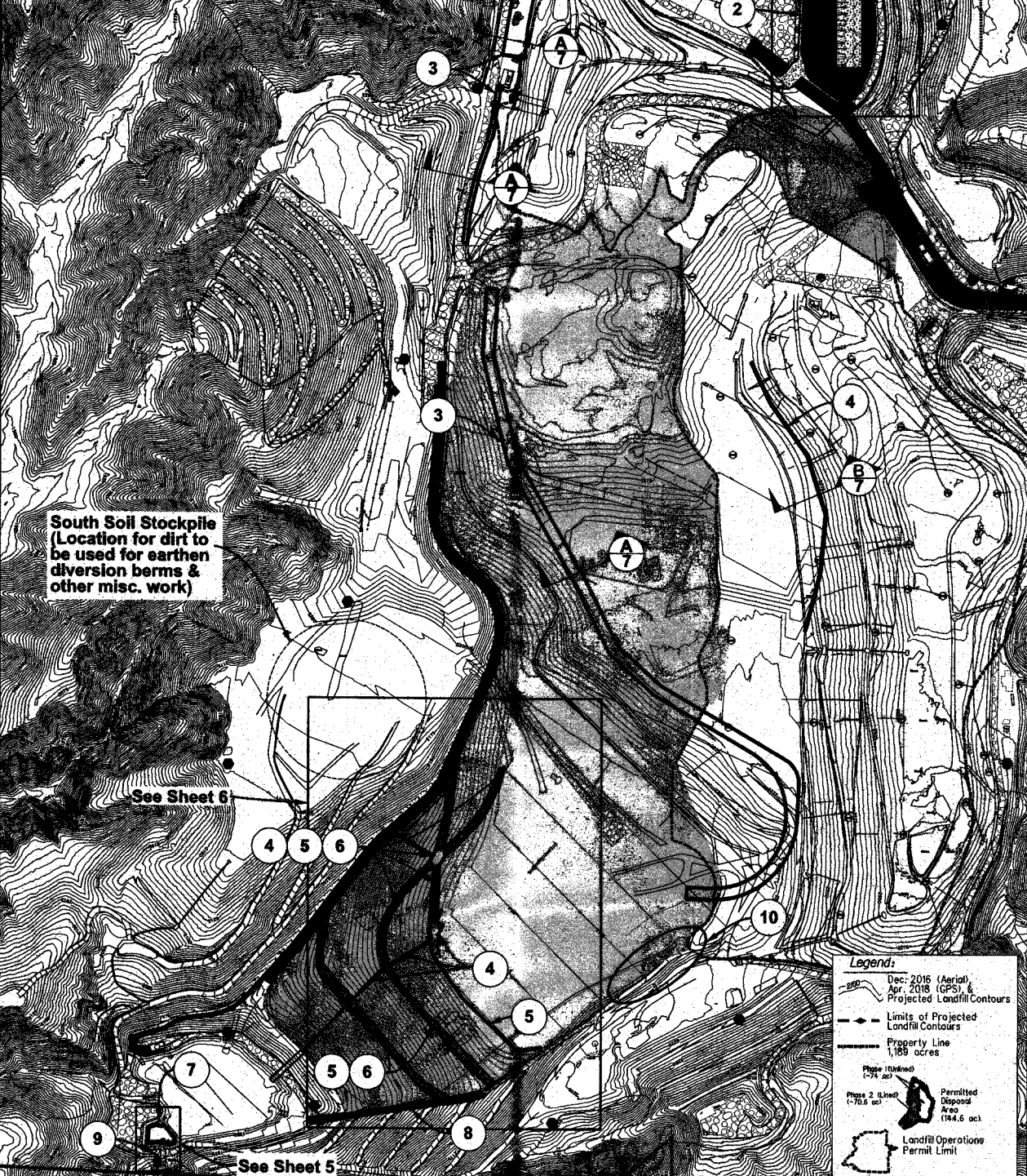
See Sheet 15

See Sheet 4

**South Soil Stockpile
(Location for dirt to
be used for earthen
diversion berms &
other misc. work)**

See Sheet 6

See Sheet 5



Legend:

- Dec. 2016 (Aerial), Apr. 2018 (GPS) & Projected Landfill Contours
- Limits of Projected Landfill Contours
- Property Line 1,189 acres
- Phase 1 (lined) (-74.800)
- Phase 2 (lined) (-70.5 ac)
- Permitted Disposal Area (184.6 ac)
- Landfill Operations Permit Limit

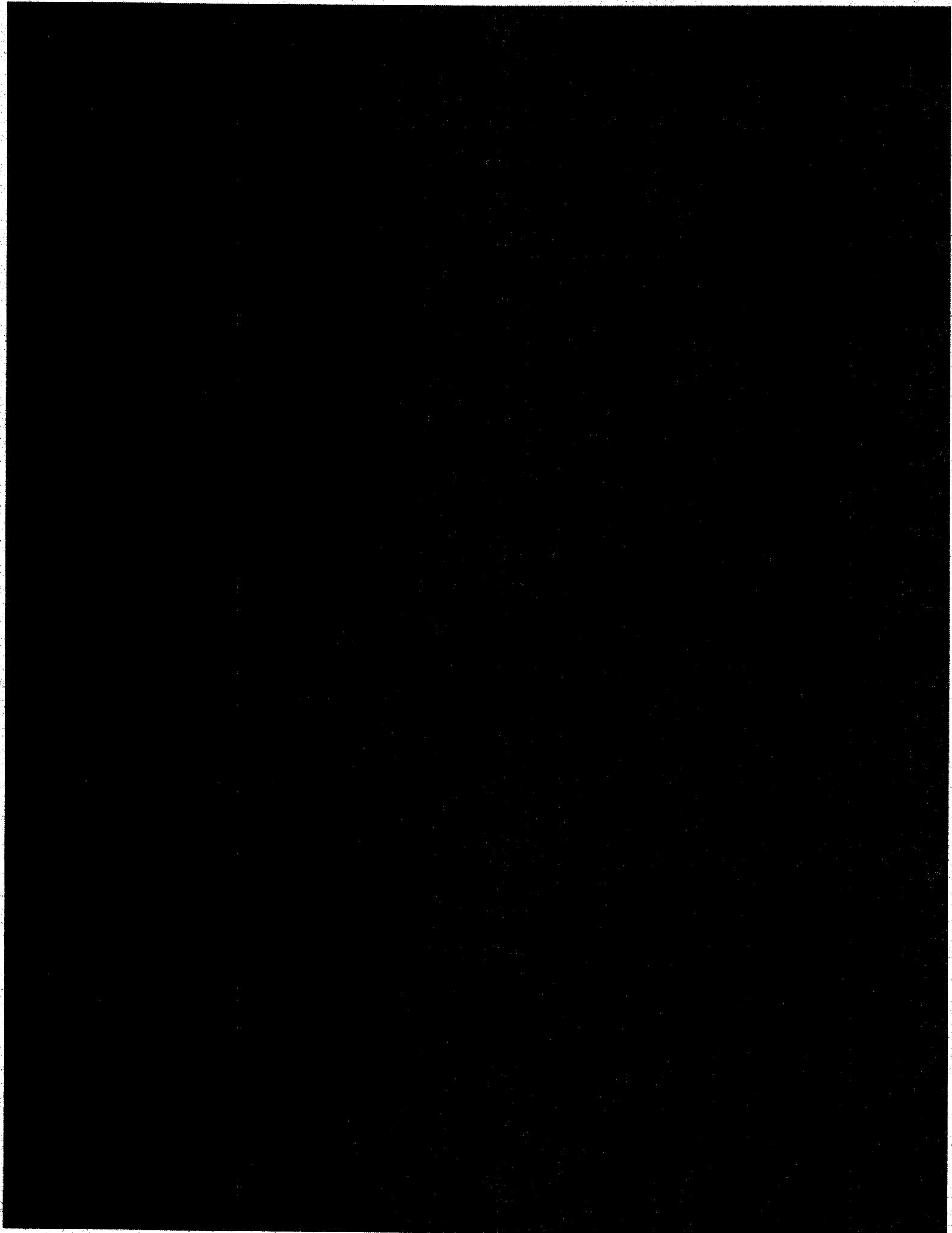
Arizona County Department of Waste Resources
Hana Karris, General Manager / Chief Engineer
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Datum: mean sea level.

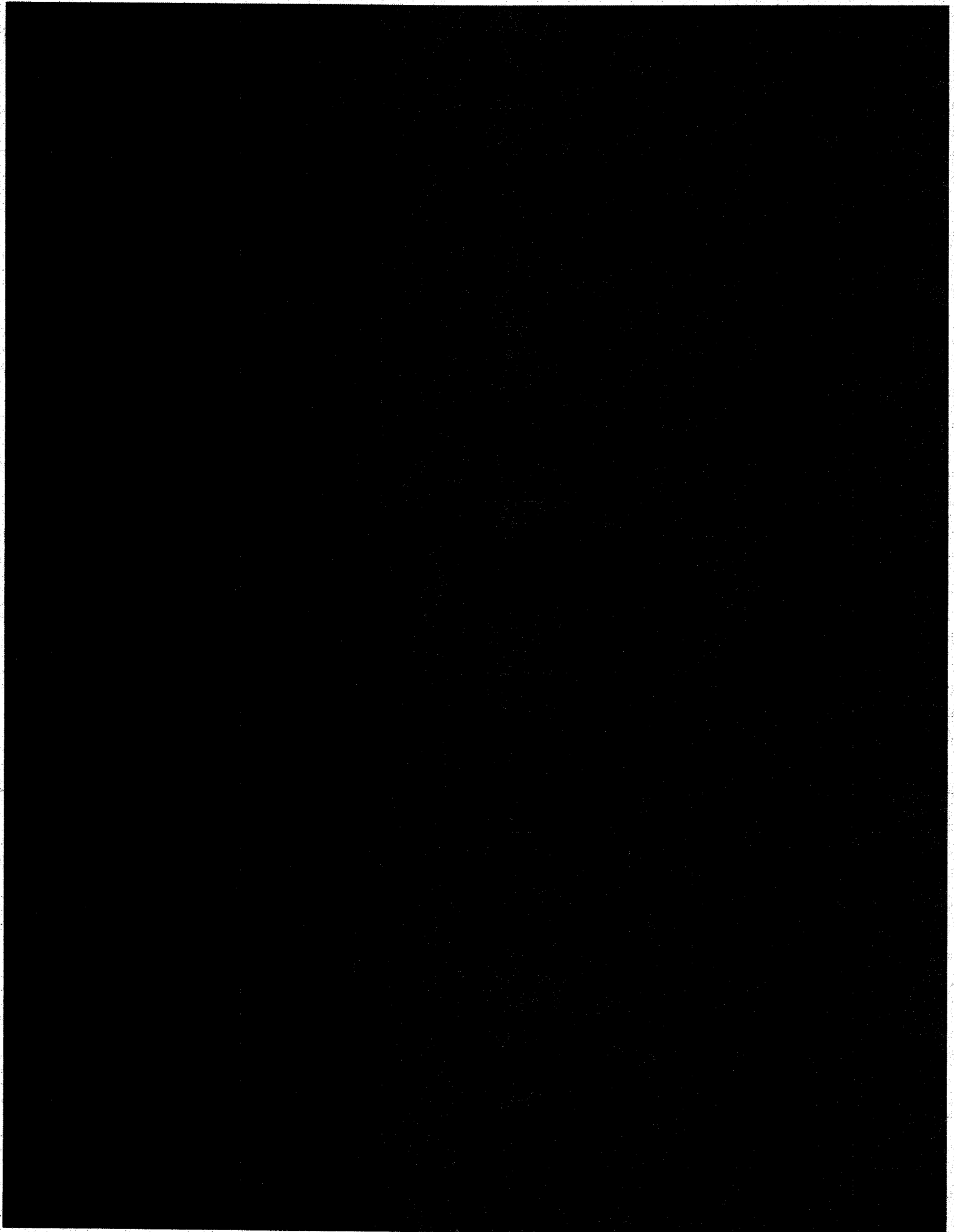
DESIGNED BY: EC
DRAWN BY: EC
CHECKED BY: FM
DRAWING DATE: Aug 2018
TOPD DATE: Dec 2016 Aerial; Apr 2018 GPS
SCALE: 1" = 350'
PAPER: Engr/Letter/Lamb/Spec P/1, 2016 Site
PAPER: Engr/Letter/Lamb/Spec P/1, 2016 Site
FILE: EC_2016_Site_Improvement_S3_Map.dwg

Lamb Canyon Sanitary Landfill
2018 Daily Cover Excavation &
On-Call Site Improvements
Site Map of Improvements

SHEET 3 OF 17

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RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES
 2018 Daily Cover Excavation and On-Cell Site Improvements
 at the Redlands and Lamb Canyon Sanitary Landfill
 Tuesday, October 9th 2018 - 10:00 AM
 Pre-Bid Meeting Sign-In Sheet

1	JOSEPH AUGUSTINE	ROAD BUILDERS, INC	951-545-9555	402, 805, 4526	JOB ROADBUILDERS INC. COM
2	Don Sheres	Sharma Contractors	805-532-1141	805-532-1790	don@sharmcontractors.com
3	Don Strenger	Innovative Construction Solutions	714-893-6346	714-893-5122	dstrenger@icsinc.ty
4	Otis Wilson	Wast Resour			
5	Jorge Becerra	Sukut Construction	714-474-9891		jbecerra@sukut.com
6	Philip Trinh	RCOWS			
7	KEVIN JOYCE	RCOWS	(951) 616-4822		kjoyce@rcows.org
8	EDUARDO CASTELLANO	CCOWR	951 486-3239		ecastellano@ccowr.org
9	EDWARD CERBER	RCOWS	951 486 3206		ecerber@rcows.org
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11					
12					
13					
14					
15					

* A copy of this meeting's sign-in sheet will be sent via fax or e-mail to all meeting attendees

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