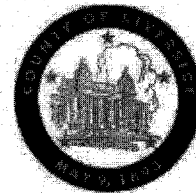


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
12.2
(ID # 8673)

MEETING DATE:

Tuesday, January 15, 2019

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Contract Award for Final Cover and Drainage Remediation at the Menifee Landfill, District 5. [\$905,159 – 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 December 6, 2018 bid opening; and
2. Accept the low bid submitted by Southern California Grading, Incorporated of Irvine, California, in the amount of \$905,159.36 for the Final Cover Drainage Remediation Project at the Menifee Landfill (Project); and
3. Award the contract and approve the Construction Agreement with Southern California Grading, Incorporated and authorize the Chairman to execute the Agreement on behalf of the Department of Waste Resources (Department); and
4. Authorize the General Manager-Chief Engineer of the 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

Frans Kemkamp, General Manager - Chief Engineer 12/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 15, 2019
xc: Waste

Kecia Harper
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	\$905,159.36	\$0	\$905,159.36	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Department of Waste Resources Enterprise Funds			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 6, 2018 the Board of Supervisors (Board) approved the contract documents for the Project and authorized the Department to advertise for bids. On December 6, 2018, a total of four (4) bids were received, with Southern California Grading, Incorporated submitting the lowest bid in the amount of \$905,159.36.

The bid proposal was found to be responsive and Department staff has also determined the contractor, Southern California Grading, Incorporated has the necessary experience and capability to perform the work.

A summary of the bids, the Contract Agreement between the County and Southern California Grading, Incorporated, the required performance and payments bonds, and certificate of insurance are attached herewith.

Prev. Agn. Ref.: M.O. 12.1 of 06/30/15 (authorized Department to apply/receive grant funding)
M.O. 12.2 of 11/06/18 (approval of Contract Documents)

California Environmental Quality Act (CEQA) Findings

On November 6, 2018, the Board approved contract documents for the Project. As such, a Notice of Exemption (NOE) was filed, identifying that the Project was exempt from CEQA pursuant to State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), statutorily exempt pursuant to Section 15269 (Emergency Project), and categorically exempt pursuant to Section 15301 (Existing Facilities), Section 15302 (Replacement or Reconstruction), Section 15304 (Minor Alterations of Land), Section 15308 (Actions Taken by Regulatory Agencies), and Section 15330 (Minor Clean-up Actions). 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

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

The Project limits are located near neighborhoods to the east of the landfill site and proposed developments to the north and south of the landfill site. Work will not be permitted between 3:30PM and 7:00AM to minimize sound. A stabilized construction entrance will be installed at the construction entrance on Menifee Road to reduce the amount of dirt that leaves the site and the street will also be cleaned as necessary by a street sweeper. No businesses will be affected by construction.

Completion of this Project protects the public health and safety from the potential exposure of landfill material. Completion of this Project will also allow the privately owned parcels on the north and south boundary of the Menifee Landfill to be used without the restrictions associated with a landfill.

SUPPLEMENTAL:

Additional Fiscal Information

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

In August 2016, the Department applied for grant funding through CalRecycle's Legacy Disposal Site Abatement Partial Grant Program for the project. In November 2016, the Department was awarded the grant which provides financial assistance in the form of reimbursement up to \$549,217 in matching funds. The grant funds expire on June 30, 2019.

Contract History and Price Reasonableness

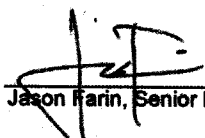
This is a public works construction contract with a specified duration of 55 working days for completion. Due to the competitive bid process, Department engineering staff believes that the submitted bid amount is reasonable.

ATTACHMENTS:

ATTACHMENT A. BID SUMMARY

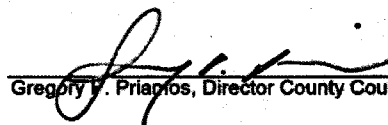
ATTACHMENT B. CONSTRUCTION AGREEMENT and BONDS

ATTACHMENT C. ADDENDUM NO. 1



Jason Farin, Senior Management Analyst

1/8/2019



Gregory V. Priamos, Director County Counsel

1/8/2019

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of January 2, 2019 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 Southern California Grading, 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, 2018 FINAL COVER AND DRAINAGE REMEDIATION at the MENIFEE LANDFILL, 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 Specifications for 2018 FINAL COVER AND DRAINAGE REMEDIATION at the MENIFEE LANDFILL;
 - (j) Appendix A – South Coast Air Quality Management District (SCAQMD) Form 403-N & Rule 403 Dust Control Requirement Tables 2 And 3
 - (k) Appendix B - SCAQMD Rule 1150 Excavation Permit
 - (l) Appendix C - Typical California Stormwater Quality Association (CASQA) Best Management Practices (Bmp) Sheets
 - (m) Appendix D – Project Drawings for 2018 FINAL COVER AND DRAINAGE REMEDIATION;
 - (n) Standard Specifications for Public Works Construction, Latest Edition, with Amendments;
 - (o) Any other documents included in or incorporated into the Contract Documents;
 - (p) Addenda Nos. 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

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:
Nine Hundred and Five Thousand, One Hundred Fifty Nine Dollars and Thirty Six Cents
(\$ 905,159.36 _____), 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.

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

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 18-19
DATE
SYNTHIA M. GUNZEL

By: _____
Hans W. Kernkamp
General Manager – Chief Engineer

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors
KEVIN JEFFRIES

Date: JAN 15 2019

ATTEST:

By: _____
Kecia Harper ~~them~~, Clerk of the Board

By: _____
Deputy

Date: JAN 15 2019

(Seal)

Southern California Grading, Inc.

CONTRACTOR

By: _____
Name: Kurt Butler
Title: President

Date: 01/02/2019

(If corporation, attach corporate seal)



EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, **2018 Final Cover and Drainage Remediation at the Menifee 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	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	Construction Schedule	L.S.	1	\$7,347.67	\$7,347.67
2	Prepare and Implement NPDES SWPPP	L.S.	1	\$49,715.80	\$49,715.80
3	Develop Water	L.S.	1	\$16,570.77	\$16,570.77
4	Mobilization and Demobilization	L.S.	1	\$20,669.53	\$20,669.53
5	Relocate Site Infrastructure	L.S.	1	\$44,070.39	\$44,070.39
6	Earthwork - Refuse Excavation	C.Y.	14,700	\$14.67	\$215,649.00
7	Earthwork - Engineered Fill Final Cover	C.Y.	26,700	\$5.27	\$140,709.00
8	Earthwork - Backfill	C.Y.	11,900	\$3.41	\$40,579.00
9	Earthwork - Earthen Berm	L.F.	4,020	\$10.31	\$41,446.20
10	Install 6" Thick Soil Cement	S.F.	79,300	\$0.84	\$66,612.00
11	Construct 4" Thick AC Drainage Structures	S.F.	11,800	\$4.90	\$57,820.00
12	Construct 12" Riprap Apron	S.F.	750	\$16.28	\$12,210.00
13	Install 15" CMP Culvert and Drop Inlet	L.F.	120	\$160.50	\$19,260.00
14	Optional: Time and Materials	L.S.	1	\$75,000.00	\$75,000.00
16A	Optional: Greenwaste Application	S.F.	325,000	\$0.25	\$81,250.00
16B	Optional: Hydroseed Application	S.F.	325,000	\$0.05	\$16,250.00

TOTAL COST \$905,159.36

Nine hundred and five thousand, one hundred fifty nine dollars and thirty six 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 Southern California Grading, 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 2018 FINAL COVER AND DRAINAGE REMEDIATION at MENIFEE LANDFILL, NOVEMBER 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 Hartford Fire Insurance 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 Nine Hundred Five Thousand One Hundred Fifty Nine and 36/100

Dollars (\$ 905,159.36), 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

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.


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:

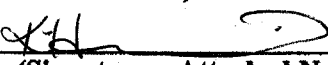
Southern California Grading, Inc.
(Firm Name – Contractor)
16291 Construction Circle East
Irvine, CA 92606

Affix Seal if Corporation

(Business Address)
By 
(Original Signature)
Kurt Cutler, President
(Title)

Hartford Fire Insurance Company
(Corporation Name – Surety)
One Hartford Plaza, T-12
Hartford, CT 06155

Affix Corporate Seal

(Business Address)
By 
(Signature – Attached Notary's Acknowledgment)
Kim E. Heredia
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

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 Orange)

On 1/4/2019 before me, Sherri Constableo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kurt T. Cutler
Name(s) of Signer(s)
President

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 Sherri L. Constableo
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: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

My Comm. Expires Oct 30, 2020
Commission # S188288
Orange County
Notary Public - California
SHERIL L. INSTABLER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Orange)

On 1/03/19 before me, E.A. Garibay, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kim E. Heredia
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 [Signature]
E.A. Garibay *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: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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 Southern California Grading, 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 2018 FINAL COVER AND DRAINAGE REMEDIATION at MENIFEE LANDFILL, NOVEMBER 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 Hartford Fire Insurance 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

Nine Hundred Five Thousand One Hundred Fifty Nine and 36/100*****
Dollars (\$ 905,159.36), 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.

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:

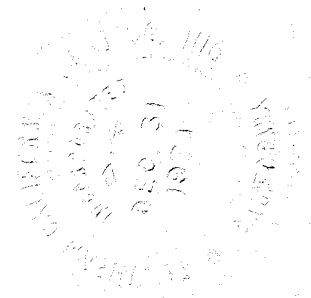
Southern California Grading, Inc.
(Firm Name – Contractor)
16291 Construction Circle East
Irvine, CA 92606

(Business Address)

By 
(Original Signature)

Kurt Cutler, President
(Title)

Affix Seal if Corporation



Hartford Fire Insurance Company
(Corporation Name – Surety)

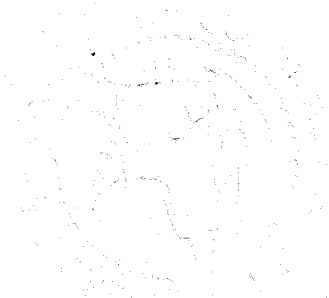
One Hartford Plaza, T-12
Hartford, CT 06155

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Kim E. Heredia
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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Orange)

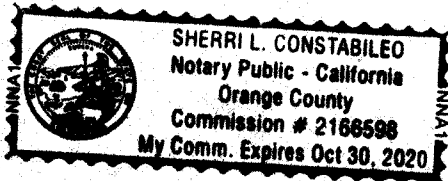
On 1/4/2019 before me, Sherri Constableo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kurt T. Cutler
Name(s) of Signer(s)
President

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 Sherri L. Constableo
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: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

My Comm Expires Oct 30, 2020
Commission # 2186288
Orange County
Notary Public - California
SHERIFF'S OFFICE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Orange)

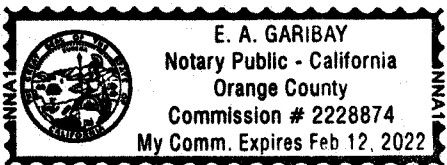
On 1/03/19 before me, E.A. Garibay, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kim E. Heredia
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 [Handwritten Signature]
E.A. Garibay *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: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual 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: SULLIVAN CURTIS MONROE INS SVC LLC
Agency Code: 72-180259

- 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 \$10,000,000 :

William R. Curtis, Edith Garibay, Kim E. Heredia, John F. Monroe, Eugene T. Zondlo
of IRVINE, 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 5th day of January, 2018, 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.



Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

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 January 3, 2019
Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

**CONSTRUCTION OF MENIFEE FINAL COVER AND DRAINAGE REMEDIATION PROJECT
BID SUMMARY**

RANK	CONTRACTOR	BID AMOUNT (\$)
1	Southern California Grading Inc.	\$905,159.36
2	JM Olvera Engineering	\$991,586.00
3	Wood Bros Inc	\$1,027,923.00
4	Road Builders Inc	\$1,051,785.00

ADDENDUM NO. 1

TO CONTRACT DOCUMENTS FOR

2018 Final Cover and Drainage Remediation at the Menifee Landfill

November 7, 2018

This Addendum to the Contract Documents for Final Cover and Drainage Remediation project at the Menifee Landfill is issued by the Riverside County Department of Waste Resources for the County of Riverside ("County"). Additions are indicated in ***bold italic*** type and deletions are indicated by **highlighting** and in **strikethrough** type. All other terms of the Contract Documents remain unchanged and in effect.

1. The first paragraph of Section 8.2 "HOLD HARMLESS/ INDEMNIFICATION" of Section 8 "GENERAL" of the "GENERAL PROVISIONS" is revised to read as follows:

8.2 HOLD HARMLESS/ INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, ~~and~~ representatives, ***and adjacent property owners Robert Bradberry (APN 333-210-005) and Chaparral LLC (APN 333-220-034)*** from any liability claim, action, or damages whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives relating to this Agreement. CONTRACTOR shall defend, at its sole expense and pay all costs and fees including, but not limited to attorney fees cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action to which this indemnification and hold harmless obligation applies.

2. Section 1.3.2 "SITE SAFETY PLAN" of Section 1.3 "NOTICE TO PROCEED" of Section 1 "GENERAL" of the "TECHNICAL SPECIFICATIONS" is revised to include the following:

1.3.2 SITE SAFETY PLAN

Contractor representatives shall wear safety vests and closed-toe shoes at all times while at the project sites. Contractor representatives shall check-in with the Department's onsite representative or Construction Inspector once they arrive at the site and must follow any and all established traffic patterns. Contractor representatives shall stay a minimum of 15 feet away from all active heavy equipment. Contractor shall maintain a minimum of five (5) working fire extinguishers at the site. Contractor personnel shall not smoke at any of the project work sites. Contractor shall be responsible for ensuring that no personnel smoke on the landfill property.



Hans W. Kernkamp, General Manager-Chief Engineer

The Contractor may also be required to submit a Hazardous Material Business Emergency Plan (HMBEP) through the California Environmental Reporting System (CERS). Once the CONTRACTOR has submitted their HMBEP online, they shall provide a copy to the County as part of the Public/Site Safety Plan. CONTRACTOR can expect to be required to develop a HMBEP if they expect to store any of the following: 500 pounds of total weight of hazardous materials, 55 gallons of total volume of hazardous materials, 200 cubic feet of standard temperature and pressure of compressed gas. The CERS online system can be viewed at the following link:

<http://cers.calepa.ca.gov/Home/edt-implementers-blog/2016/06/24/cers-edt-implementation-update-june-24-2016>

The Public/Site Safety Plan shall also include procedures that address traffic control for approaching, crossing, or traveling along public and landfill access roads for soil import by the Contractor or by the County Hauler in the event that it occurs concurrently with the project duration. It is the Contractor's responsibility to provide Traffic Control, stockpile management, and BMP's for all soil import activity occurring concurrent with the project.

3. Section 1.6 "ENVIRONMENTAL REQUIREMENTS" in Section 1 "GENERAL" of the "TECHNICAL SPECIFICATIONS" is revised to include the following:

Two natural drainage channels which qualify as riverine features under the definition provided in Section 6.1.2 of the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP) flow west to east exist in the project area as seen in the Project Drawings. Both drainages shall be delineated and protected with a temporary fence prior to any ground disturbance activities. The Contractor shall not disturb, modify, or alter the drainages in any way.

4. Section 7.1 "GENERAL" of Section 7 "EARTHWORK" of the "TECHNICAL SPECIFICATIONS" is revised to read as follows:

7.1 GENERAL

This work shall include furnishing all labor, supervision, tools, equipment, and materials necessary to: import material; place engineered fill; backfill cover; excavate, consolidate, place, and re-compact refuse; subgrade and final grade preparation; and construct earthen berms. This work shall include, but is not limited to: clearing, grubbing, excavation, refuse removal, refuse placement, placing final cover over refuse, hauling of cover material and placement, subgrade and final grade preparation, compaction of engineered fill, construction of earthen berms and placement of backfill within refuse excavation limits to the elevations, lines and grades at the locations shown on the Project Drawings and as required by the Contract Documents or as directed by the County. *There exists a stockpile onsite estimated at approximately 7,000 cubic yards. A County Hauler is planned to import an additional 35,000 cubic yards of earthen material to the designated stockpile area. Import of the earthen material by the County Hauler may occur concurrent to the Menifee Final Cover and Drainage Remediation project at an anticipated frequency of 150 belly dump trucks per working day. The County may also utilize Optional Bid Item No. 15 "Earthwork – Soil Import" for Contractor import of material. Contractor is responsible for stockpile management, BMP implementation, and*



Hans W. Kernkamp, General Manager-Chief Engineer

traffic control for all import activity by either the Contractor or County Hauler occurring during the project duration.

5. Section 7 "EARTHWORK" of the "TECHNICAL SPECIFICATIONS" is revised to include the following:

7.5 SUBMITTALS

Soil Import Material Information for Optional Bid Item No.15 "Earthwork – Soil Import": Contractor shall submit to the Department the following information a minimum of twenty (20) calendar days prior to the proposed delivery for review and acceptance: total haul quantity; source and location of haul material; soils data, if available, such as gradation (sieve analysis), plasticity index, permeability (hydraulic conductivity), and confirmation that soil is non-hazardous.

Soil Import Load Counts for Optional Bid Item No.15 "Earthwork – Soil Import": The Contractor shall provide to the Department the load tickets for each and every load delivered to Menifee at the completion of each day of hauling. If load tickets are not available, the Contractor shall provide the Department with the total load count and volume delivered at the end of each and every haul day.

6. Section 7.2 "MATERIALS" of Section 7 "EARTHWORK" of the "TECHNICAL SPECIFICATIONS" is revised to include the following:

7.2.3 Import Material

The suitability of all imported earthen materials by the Contractor shall be subject to the acceptance of the County. Fill materials shall not contain brush, roots, sod, or other deleterious or unsuitable materials. Contractor shall haul only clean non-hazardous material with a maximum three inch (3") particle size and with 50% passing a No. 200 sieve from a source inspected and accepted by the County. Imported material shall be used for, but not limited to, landfill final cover, refuse excavation backfill, drainage subgrade preparation, and earthen berm construction.

7. Section 7.3 "EXECUTION" of Section 7 "EARTHWORK" of the "TECHNICAL SPECIFICATIONS" is revised to include the following:

7.3.3 Soil Import

A. The Contractor shall be responsible for setting out limit stakes for the designated stockpile location prior to material delivery by the Contractor or by County Hauler during the project duration. The designated stockpile area is shown in the Project Drawings. The Contractor shall ensure Contractor imported stockpile material does not encroach on any roadways, hardscape structures, or other landfill monuments or drainage features as determined by the Department. The Contractor shall protect-in-place all survey control points, monuments and benchmarks, gas probes, fences or other existing site features. In the case of willful or careless destruction of any of these items, the Contractor shall be charged with the resulting repair or mitigation costs as solely determined by the Department. Contractor shall also protect-in-place project staking for



Hans W. Kernkamp, General Manager-Chief Engineer

stockpile materials; and shall be responsible for any mistakes caused by their loss or disturbance.

- B. Contractor shall coordinate safe and suitable access to Contractor imported material for Department inspection and testing a minimum of 10 working days prior to import of material.*
- C. Contractor shall comply with State NPDES Best Management Practices (BMPs) including but not limited to BMP-TCI for maintaining a clean and clear access point by use of a stabilized construction entrance/exit. The Contractor shall implement BMPs to Department satisfaction prior to the soil import haul commencing by Contractor or by County Hauler in the event that the import is concurrent to the project duration.*
- D. Contractor shall be responsible for implementing traffic control for the Contractor and/or for the County Hauler according to the California Manual on Uniform Traffic Control Devices (MUTCD, 2009) for the ingress and egress of haulers between Menifee Road and the single lane site access point for the duration of the project. Contractor shall use industry standard signs and traffic control devices which conform to the Work Area Traffic Control Handbook (WATCH), latest edition. Contractor shall not commence the import of material without prior Department acceptance of the Contractor traffic control plan and proposed haul routes.*
- E. Contractor shall manage the imported material stockpile in accordance with the following parameters:*
 - a. Material shall be stockpiled within the designated limits (Project Drawings);*
 - b. The top deck of the stockpile shall be maintained at all times with 2%-3% positive drainage to prevent ponding;*
 - c. Stockpile slopes shall be no steeper than 3:1 (H:V);*
 - d. Stockpile height shall not exceed 35 vertical feet;*
 - e. Stockpile access roads and benches shall have a minimum 15 foot width;*
 - f. Final stockpile surface shall be finished by track walking side slopes and leaving flat areas in a uniform condition to mitigate erosion;*
 - g. Contractor shall notify the Department immediately if any signs of stockpile instability are observed;*

8. Paragraph E of Section 7.3.3 "Engineered Fill" of Section 7.3 "EXECUTION" of Section 7 "EARTHWORK" of the "TECHNICAL SPECIFICATIONS" is revised to read as follows:

- E. Engineered fill material shall be compacted to a minimum of ~~95%~~ **90%** relative compaction, based on the laboratory maximum dry density, determined by ASTM D1557. Engineered fill over cut slopes, or scarified natural steep slopes shall be properly keyed into undisturbed bedrock or firm material in accordance with the Contract Documents and as accepted by the County.

9. Paragraph H of Section 7.4 "MEASUREMENT AND PAYMENT" of Section 7 "EARTHWORK" of the "TECHNICAL SPECIFICATIONS" is revised to read as follows:

7.4 MEASUREMENT AND PAYMENT

H. As an **optional bid item** awarded at County discretion, the County may require the Contractor to import soil to the Menifee Landfill. Due to the optional nature of the bid item, soil import does not qualify for compensation under Section 3-2.2.3 of the Standard Specifications in the event the County opts not to award the Bid Item. Contractor will not be compensated for expected profits for optional bid items that are not used at the discretion of the County. The **measurement** of the final quantity for **Optional Bid Item No. 15 "Earthwork- Soil Import"** shall be based on the final imported quantity of material as shown on the Project Drawings and as directed by the County. The final volume shall be verified by the County based on stockpiled volume of imported material, and shall be measured to the nearest cubic yard. **Payment** for the soil import shall be made based on the unit price per stockpiled cubic foot, as stated in the Contractor's Proposal, **Optional Bid Item No. 15 - "Earthwork- Soil Import"** and shall constitute full compensation to the Contractor for all work related to importing the material within the Project Limits including but not limited to: clearing, grubbing, excavation of source material, haul, and import of material. ~~Payment shall also constitute full compensation for furnishing all labor, supervision, materials, tools, and equipment necessary to import material in accordance with the Contract Documents.~~ No additional compensation shall be given for material imported outside the specified limits and dimensions unless otherwise ordered in writing by the County. *Contractor is responsible for stockpile management, BMP's, and traffic control for all Contractor and/or County Hauler import activity occurring during the project duration and this work does not constitute payment under Optional Bid Item No. 15 "Earthwork - Soil Import".*

10. Section 7.3.2 "Refuse Reconsolidation (Removal, Placement, & Compaction) and ADC Tarpaulin Interim Cover" of Section 7.3 "EXECUTION" of Section 7 "EARTHWORK" of the "TECHNICAL SPECIFICATIONS" is revised to include the following:

J. If groundwater or leachate is encountered during refuse excavation, Contractor shall stop excavation activity immediately, inform the County, and the County shall collect a sample. Excavation may resume as solely determined by the County.

11. Section 11.4.3 "Inspection and Testing" of Section 11.4 "EXECUTION" of Section 11 "DRAINAGE PIPES" of the "TECHNICAL SPECIFICATIONS" is removed as follows:

11.4.3 Inspection and Testing

~~A. The Contractor shall perform video camera (CCTV) inspection, mandrel/deflection testing, and air pressure testing for 100% of the pipelines installed. CCTV inspection and mandrel testing shall be performed a minimum of thirty (30) days after backfill compaction has been completed.~~

~~B. Contractor shall submit CCTV inspection color videos on Compact Disc (CD) or Digital Video Disc (DVD) of high quality and clarity. Videos shall be clearly labeled with project name and reference station locations of inspection. The Contractor's camera operator shall provide an audio description to clearly identify the segment being televised. Beginning and ending structures shall be called out using the stationing and~~

lateral references as shown on the Project Drawings. Televising will begin at the center of the upstream manhole and will run continuously to the center of the downstream manhole. The center of the upstream manhole shall be set at 0 feet and the video shall show the complete footage of each segment, manhole to manhole. Any breaks or discontinuities in the video recording will result in the video being rejected and a new and complete video will need to be submitted. The Contractor shall identify on video and on a written log, each feature observed. Any special features shall be identified by station, left or right. The Contractor's camera operator shall pause the camera at each feature such that it will be clearly visible on the screen for review, and pan/tilt/rotate the camera head to obtain a clear view of the entire circumference of the pipe. Each pipe joint shall be scanned 360 degrees. Contractor's camera shall be specifically designed and constructed for pipeline inspection. Lighting and camera quality shall be suitable to provide clear, in focus picture of the entire periphery of the pipeline and have an adjustable focal distance range from 6" to infinity. The County shall be notified in one (1) week in advance when the video inspection is to take place, and the video and written logs shall be submitted to the County within one (1) week of completion. At the Contractor's expense, reinstallation or replacement of the pipe will be required if video inspection reveals:

- Sags/standing water of one (1) inch or greater exist.
- Any penetration of pipe or displaced joint is discovered during video inspection

C. Contractor shall use a rigid mandrel, approved by the County, with a circular cross-section having a diameter of at least 95% of the nominal inside pipe diameter. Mandrel shall be non-adjustable, odd-number legs (9 minimum), fabricated of steel, fitted with pull-rings on the ends, stamped or engraved with mandrel diameter, nominal size, and pipe material specification. Contractor shall pull mandrel through the pipe by hand from end to end using 3/8" minimum pull ropes. At the Contractor's expense, reinstallation or replacement of the pipe will be required if pipe deflection is greater than 5%.

Pipes shall be tested by air pressure in accordance with ASTM F1417 for air as follows:

Low Pressure Air Test After backfilling has been completed, the air test shall be conducted by the Contractor between two consecutive pipe ends with suitable test plugs. Air shall be supplied slowly to the test section until the internal pressure reaches four (4) pounds per square inch (psi). At least two (2) minutes shall be allowed for the air pressure to stabilize. When the pressure has stabilized and is at or above 3.5 psi, the air supply shall be disconnected and timing shall begin. Timing shall continue until the air pressure has dropped 1.0 psi. If the time elapsed before the pressure drops 1.0 psi is greater than the specified minimum holding time, the section shall be considered to have passed the test. The minimum holding time is calculated as follows:

$$\text{Holding Time (minutes)} = 0.00037 \times D^2 \times L/Q$$

Where D = Pipe Diameter (inches)

L = Length of Pipe Tested (feet)

Q = Allowable Air Loss (ft³/min.) from the following table:

Nominal Pipe Size, in.	Q Allowable Air Loss (ft ³ /min.)	Minimum Holding Time per 100 ft.
6	2	40 seconds
8	2	1 minute and 12 seconds
10	2.5	1 minute and 29 seconds
12	3	1 minute and 47 seconds
15	4	2 minutes and 6 seconds
18	5	2 minutes and 24 seconds
21	5.5	3 minutes
24	6	3 minutes and 33 seconds
27	6.5	4 minutes and 9 seconds
30	7	4 minutes and 45 seconds
33	7.5	5 minutes and 22 seconds
36	8	6 minutes
42	9	7 minutes and 15 seconds

If the time is less than the specified minimum holding time, the section shall be considered to have failed and must be repaired or replaced by the Contractor.

D. Isolation of defects by air pressure shall be determined by the Contractor and reinstallation or replacement of pipe shall be at the Contractor's expense. Pipe shall be retested by the Contractor after reinstallation or replacement until a satisfactory result is obtained.

The County, at its discretion and Contractor's expense, will in the 11th month of the warranty period have the pipe deflections monitored and any deflections greater than 7.5% of the nominal inside diameter will require the Contractor to make any necessary repairs or replacements to adjust the deflection to less than 7.5%.

12. Section 3.1 "BASIS OF AWARD" in Article 3 "Consideration of Bids" of the "ADMINISTRATIVE PROVISIONS" is revised to read as follows:

3.1 BASIS OF AWARD

The award of the Contract, if it be awarded, will be to the lowest responsible and qualified Bidder based upon all Bid items. The Contract shall be awarded based upon the total bid including the excluding optional bid item 16 15 "Earthwork - Soil Import" only. The optional bid items shall be awarded at the County's discretion. County may not award these optional bid items until the construction phase of this project.

13. Page 2 of 3 of the "Contractor's Proposal" of the "Construction Agreement" of the "ADMINISTRATIVE PROVISIONS" is revised to read as follows:



Hans W. Kernkamp, General Manager-Chief Engineer

Contractor bids as follows for 2018 MENIFEE FINAL COVER AD DRAINAGE RMEDIATION at the Riverside County located at the MENIFEE LFANDFILL in Riverside County, California:

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Construction Schedule	LS	1		
2	Prepare and Implement NPDES SWPPP	LS	1		
3	Develop Water	LS	1		
4	Mobilization and Demobilization	LS	1		
5	Relocate Site Infrastructure	LS	1		
6	Earthwork - Refuse Excavation	CY	14,600 14,700		
7	Earthwork -Engineered Fill Final Cover	CY	26,600 26,700		
8	Earthwork -Backfill	CY	11,900		
9	Earthwork - Earthen Berm	LF	4,000 4,020		
10	Install 6" Thick Soil Cement	SF	79,300		
11	Construct 4" Thick AC Drainage Structures	SF	11,300 11,800		
12	Construct 12" Rirap Apron	SF	750		
13	Install 15" CMP Culvert and Drop Inlet	LF	120		
14	Optional: Time and Materials	LS	1	\$75,000	\$75,000
15	Optional: Earthwork - Soil Import	CY	35,000		
16A	Optional: Greenwaste Application	SF	325,000		
16B	Optional: Hydroseed Application	SF	325,000		

For the Total Bid Proposal of: **TOTAL COST (State in Figures)** \$ _____

(Write out Total Bid Amount in Words)

Contractor Acknowledges Receipt of Addenda No(s): _____

Name of Contractor: _____



Hans W. Kernkamp, General Manager-Chief Engineer

14. Appendix A on page 4 of 4 of the "Construction Agreement" of the "ADMINISTRATIVE PROVISIONS" is revised to read as follows

EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, 2018 MENIFEE FINAL COVER AD DRAINAGE RMEDIATION at the Riverside County, 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	Construction Schedule	LS	1		
2	Prepare and Implement NPDES SWPPP	LS	1		
3	Develop Water	LS	1		
4	Mobilization and Demobilization	LS	1		
5	Relocate Site Infrastructure	LS	1		
6	Earthwork – Refuse Excavation	CY	14,600 14,700		
7	Earthwork –Engineered Fill Final Cover	CY	26,600 26,700		
8	Earthwork –Backfill	CY	11,900		
9	Earthwork – Earthen Berm	LF	4,000 4,020		
10	Install 6" Thick Soil Cement	SF	79,300		
11	Construct 4" Thick AC Drainage Structures	SF	11,300 11,800		
12	Construct 12" Riprap Apron	SF	750		
13	Install 15" CMP Culvert	LF	120		
14	Optional: Time and Materials	LS	1	\$75,000	\$75,000
15	Optional: Earthwork – Soil Import	CY	35,000		
16A	Optional: Greenwaste Application	SF	325,000		
16B	Optional: Hydroseed Application	SF	325,000		

For the Total Bid Proposal of: **TOTAL COST (State in Figures) \$ _____**

(Write out Total Bid Amount in Words)

(End of Revisions)

NOTE:

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

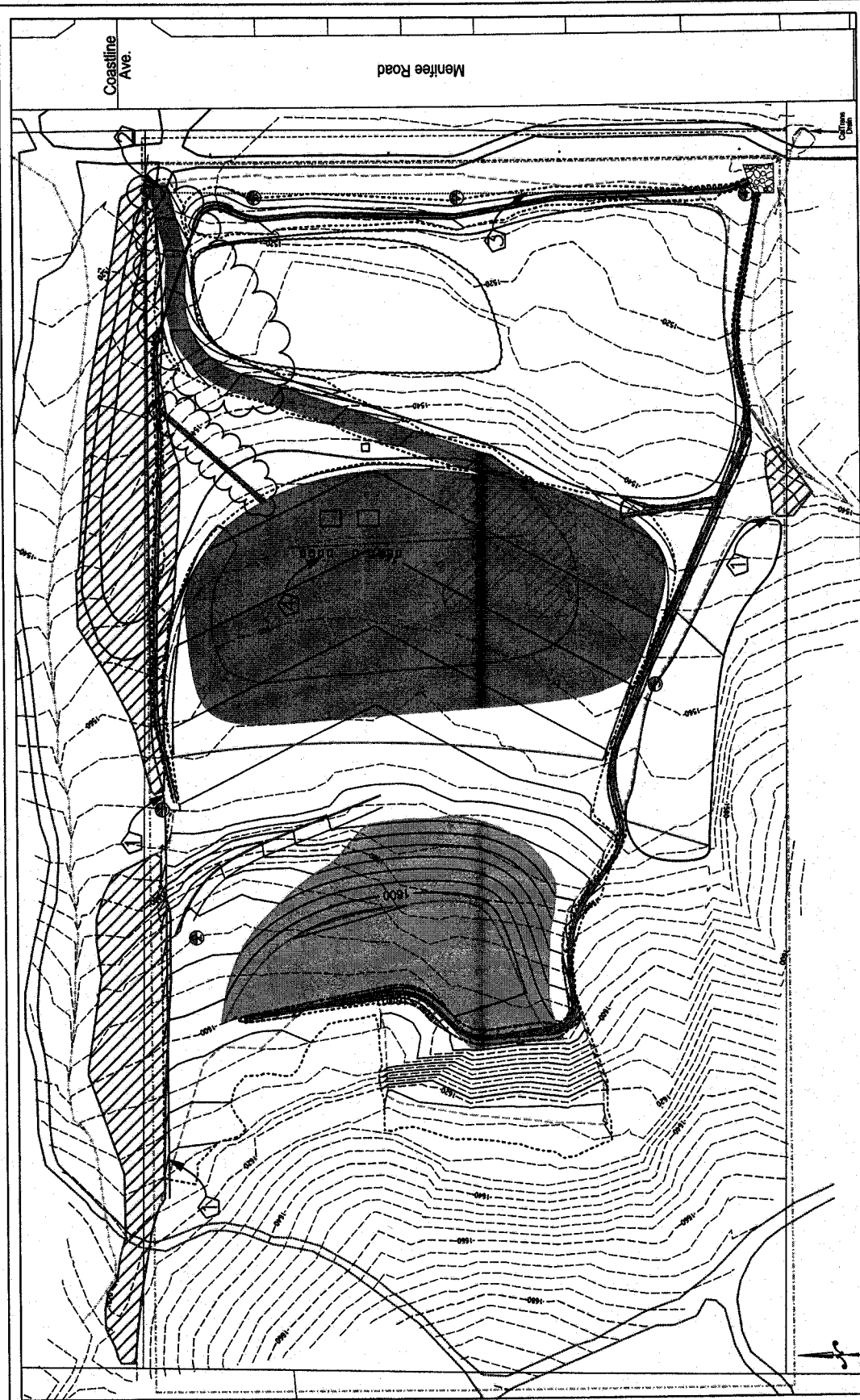


Hans Kernkamp, General Manager-Chief Engineer
Riverside County Department of Waste Resources

ATTACHMENTS:

Attachment 1 - Project Drawings (Sheet 3, 4, 5, 6, 7, 8, 9, and 10)

PD# 231339 (word)
PD# 231340 (PDF)

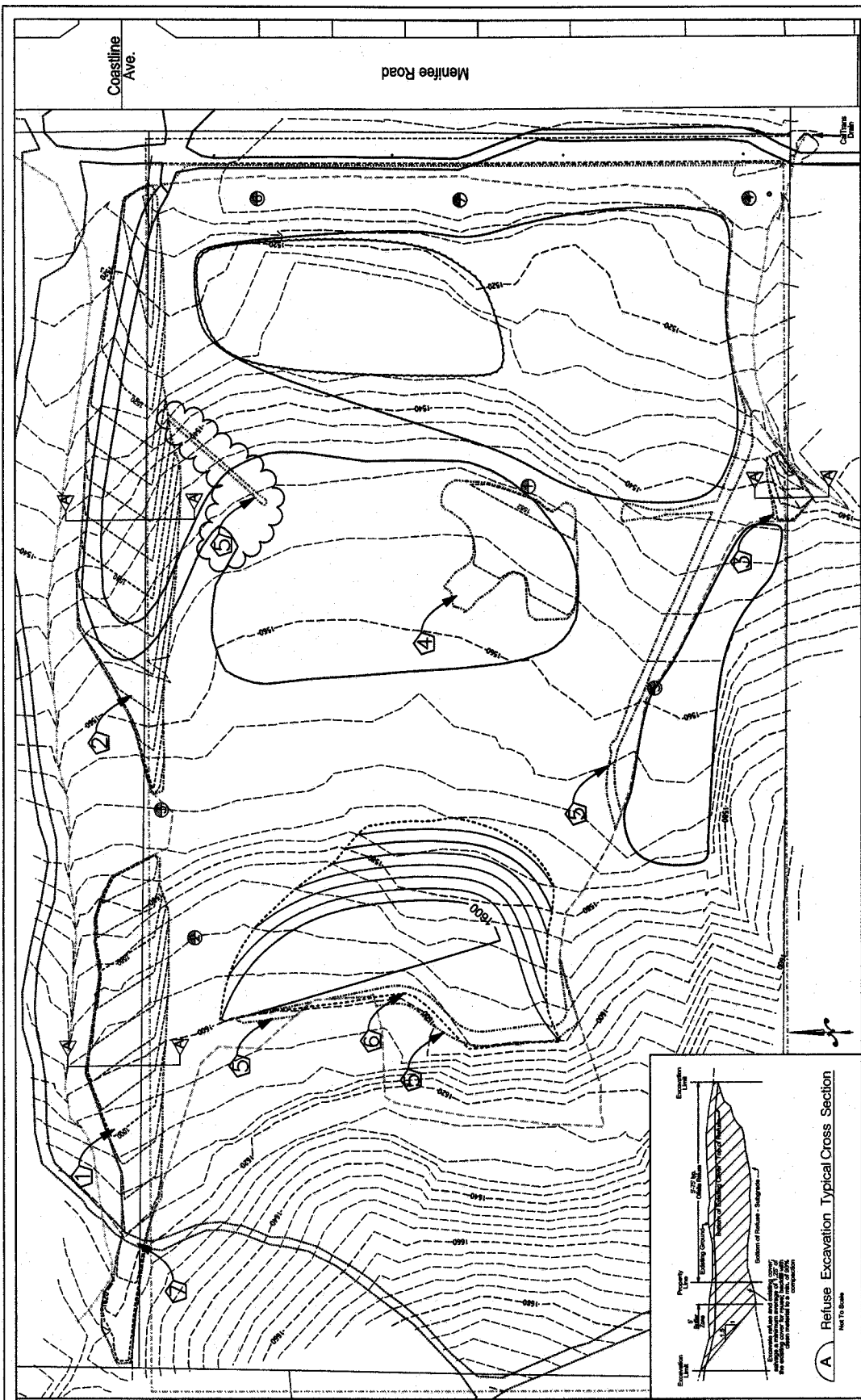


CONSTRUCTION NOTES

- 1 Remove an additional 5'-horizontal-foot buffer zone of refuse from the edge of the property line with tie in no steeper than 1.5:1 (H:V).
- 2 Remove existing entrance gate for refuse removal and drainage installation, store and protect in designated equipment storage area, and reinstall upon completion according to new access road alignment such that bypass around the gate is not possible.
- 3 Remove eastern perimeter fence for installation of drainage, store and protect in designated equipment storage area, and reinstall between drainage and edge of property line (see sheet 7). Fence should connect to entrance gate such that bypass around the gate is not possible.
- 4 Menifee Valley Flyers equipment remove from existing field, store and protect in designated equipment storage area, and install within ear field limits according to final location determined by the County in the field upon completion of soil cement field.

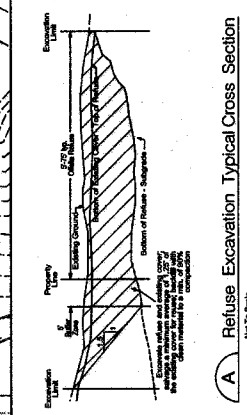
Legend

	Existing Contour Lines
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	5' Design Contour Lines
	10' Design Contour Lines
	20' Design Contour Lines
	50' Design Contour Lines
	100' Design Contour Lines
	200' Design Contour Lines
	500' Design Contour Lines
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CONSTRUCTION NOTES

- ① NW Refuse Excavation; Bradberry Property and buffer zone. Excavate and Backfill Approximately: 3,700 CY refuse 2,100 CY cover
- ② NE Refuse Excavation; Bradberry Property and buffer zone. Excavate and Backfill Approximately: 6,300 CY refuse 3,250 CY cover
- ③ S Refuse Excavation; Chaparral, LLC property and buffer zone. Excavate and Backfill Approximately: 300 CY mixed cover and refuse
- ④ Field Refuse Excavation; Area where existing cover + design fill do not meet 2' minimum cover. Excavate and place Eng. Fill 600 CY mixed cover and refuse
- ⑤ Potential refuse excavation for installation of drainage features (Sheet 7). Cover depth unknown; if refuse is encountered, Contractor shall over-excavate and piece eng. fill a min of 2'; if required, Excavate Max Approximately: 1,700 CY refuse
- ⑥ Refuse reconsolidation fill limits. If excavated refuse volume differs from design capacity, height of fill shall be reduced or area limits shall be increased accordingly while maintaining design grades. Design Fill Capacity: 14,450 CY refuse
- ⑦ Detour trail during refuse excavation and replace upon completion.



Legend

- ① Existing Ground Contour
- ② Existing Excavation
- ③ Excavate and Backfill
- ④ Subgrade
- ⑤ Proposed Edge of Refuse
- ⑥ Reconsolidation Fill
- ⑦ Detour Trail

REVISIONS

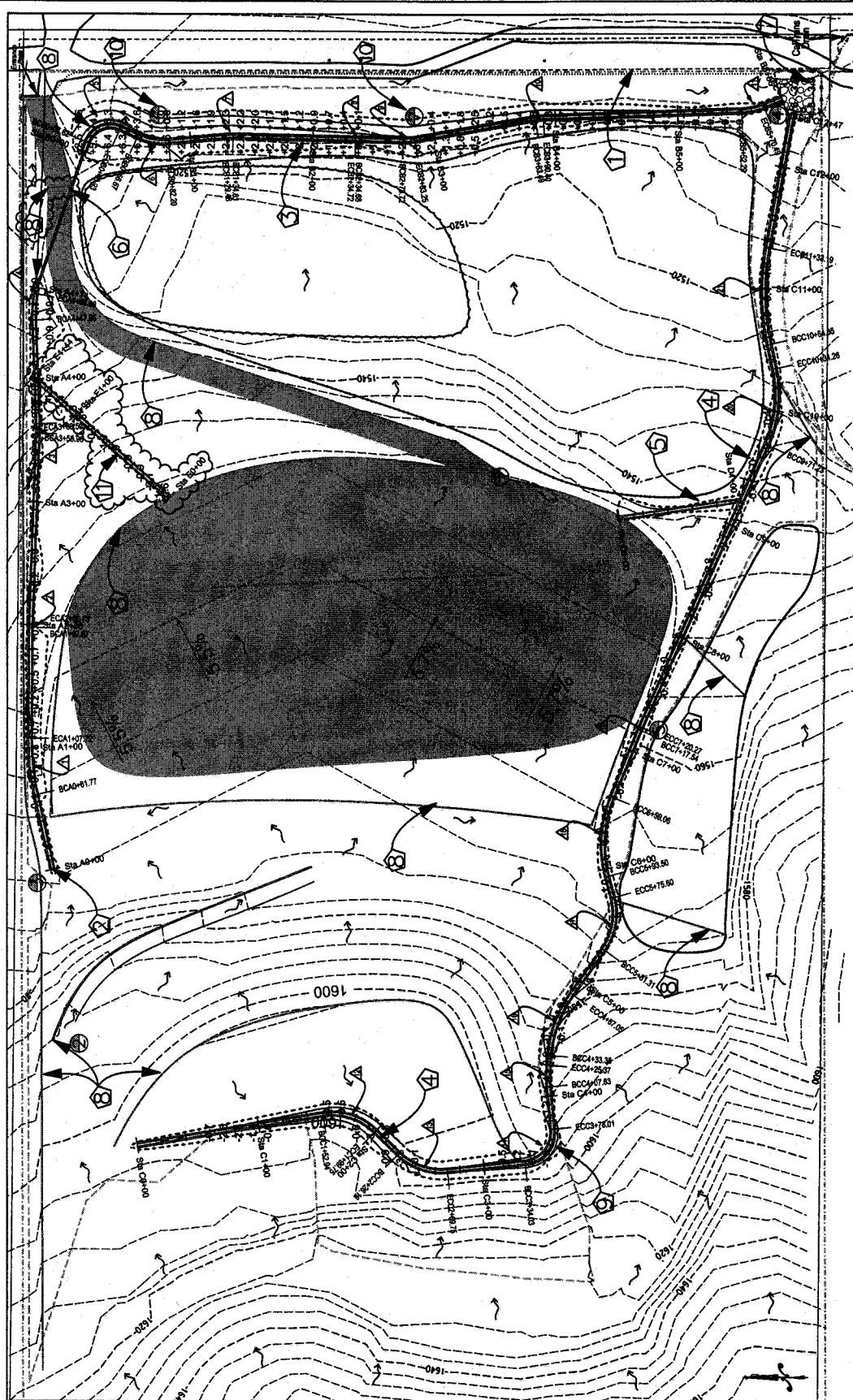
NO.	DATE	BY	APPROVED	DATE
1	Nov. 1, 2018	SM	AC	

W.A.T.A. ENGINEERS
 1000 University, General Incorporated Engineer
 Scale: 1" = 100' (1" = 100') = 50' (AS)
 0 50 100 150 200
 Feet to nearest 50 feet

California State Seal

Menifee Landfill
 Final Cover and Backfill Reclamation
 November 2018
Anticipated Refuse Excavation and Reconsolidation Map

PROJECT: 20180101 Menifee Landfill
 SHEET: 5 OF 10



CONSTRUCTION NOTES

- Contractor shall under no condition enter the 25' Easement and shall not place any structures or lines that run the length of the eastern site perimeter.
- Construct 4" asphalt concrete curb and gutter excavation; max -210 CY cut.
- Construct 4" asphalt swale; -1,300 CY fill.
- Construct 4" asphalt swale. Potential excavation; max -1,500 CY cut.
- Construct 4" asphalt swale. Potential raise excavation; max -80 CY cut.
- Construct 18" CMP culvert with headwalls, wingwalls, and drop inlet.
- Construct 12" drop culvert with headwalls, wingwalls, and drop inlet.
- Construct catch basin. Total -950 CY fill.
- Construct 4" asphalt swale suspension.
- Replace concrete monument upon completion of work.
- Construct 4" asphalt excavation; max -80 CY cut.

Station		Cut		Fill	
No.	Station	Excavation	Fill	Excavation	Fill
1	0+00 to 0+10	10	0	0	0
2	0+10 to 0+20	20	0	0	0
3	0+20 to 0+30	30	0	0	0
4	0+30 to 0+40	40	0	0	0
5	0+40 to 0+50	50	0	0	0
6	0+50 to 0+60	60	0	0	0
7	0+60 to 0+70	70	0	0	0
8	0+70 to 0+80	80	0	0	0
9	0+80 to 0+90	90	0	0	0
10	0+90 to 1+00	100	0	0	0
11	1+00 to 1+10	110	0	0	0
12	1+10 to 1+20	120	0	0	0
13	1+20 to 1+30	130	0	0	0
14	1+30 to 1+40	140	0	0	0
15	1+40 to 1+50	150	0	0	0
16	1+50 to 1+60	160	0	0	0
17	1+60 to 1+70	170	0	0	0
18	1+70 to 1+80	180	0	0	0
19	1+80 to 1+90	190	0	0	0
20	1+90 to 2+00	200	0	0	0

Menifee Landfill
Final Cover and Drainage Remediation
November 2018

Menifee Drainage Map

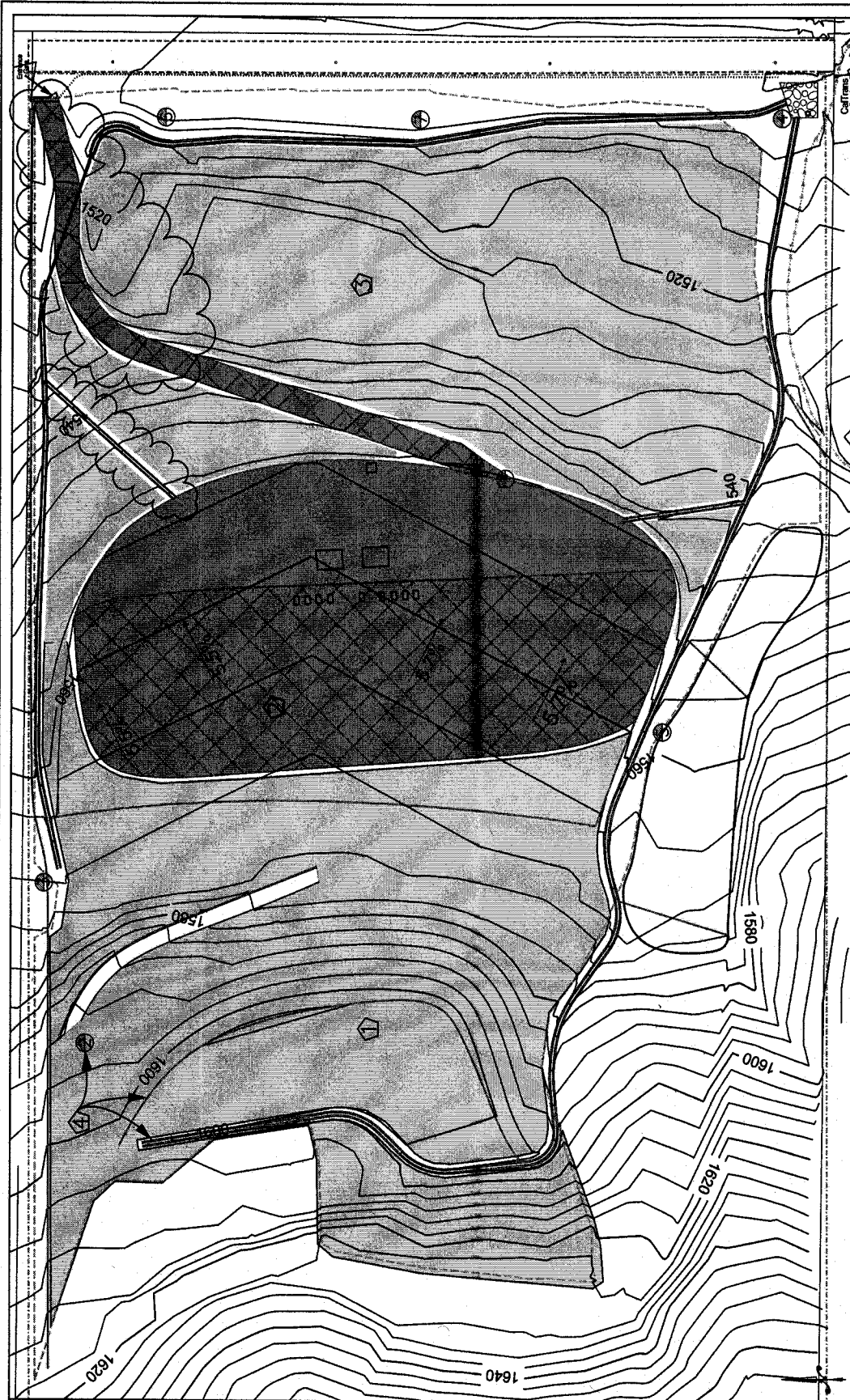
DESIGNED BY: [Blank]	APPROVED DATE: [Blank]
CHECKED BY: [Blank]	BY: [Blank]
DRAWN DATE: [Blank]	NO. 1, 2018
SCALE: 1" = 40' (1" = 40')	
PROJECT: Final Cover and Drainage Remediation	

Distances in feet and feet

Legend

- 1. Existing Drainage
- 2. Proposed Drainage
- 3. Final Cover Contour
- 4. Final Cover Contour
- 5. Proposed Catch Basin
- 6. Proposed Manhole
- 7. Proposed Culvert
- 8. Proposed Drop Inlet
- 9. Proposed Drop Inlet
- 10. Proposed Drop Inlet
- 11. Proposed Drop Inlet
- 12. Proposed Drop Inlet
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- 18. Proposed Drop Inlet
- 19. Proposed Drop Inlet
- 20. Proposed Drop Inlet

SHEET 7 OF 10



CONSTRUCTION NOTES

- ① Install greenwaste on landfill footprint slopes west of the Menifee Valley Fwy's 3,000' and upper deck; ~161,300 SF
 - ② No greenwaste is to be placed on upper deck access road, AC drains, or berms.
 - ③ Install Soil Cement on main access road and Menifee Valley Fwy's field runway. The runway is 150' foot wide (E-W) and maximized length (N-S); ~80,000 SF
 - ④ Install greenwaste on landfill footprint slopes east of the Menifee Valley Fwy's field; ~180,200 SF
- If an earthen stockpile or berm is used for project it shall be consolidated and shall not be covered with greenwaste.
- ④ Protect in place all berms, structures, and gas probes.

Legend

- Project Contours
- Landfill Property Line
- Property Boundary
- Proposed Equipment Storage
- Landfill Gas Probe PP
- AC Drainage
- Tree PP
- Berm
- Gas Probe
- Greenwaste
- Soil Cement
- Proposed Access Road
- Proposed Fwy
- Proposed Fwy
- Proposed Fwy

NO.	REVISIONS	BY	APPROVED	DATE
1	Issue for construction	MM	AC	11/15/18

Scale: 1" = 20' (11/15/17) 1" = 40' (11/18)

0 20 40 60 80 100 120 140 160 180 200

Distance in feet on this level

DATE: 11/15/18

SCALE: 1" = 20'

PROJECT: Final Cover and Drainage Remediation

CLIENT: City of Menifee

DESIGNED BY: MM

CHECKED BY: AC

DRAWN DATE: 03/21/18

ISSUE DATE: 11/15/18

PROJECT: Final Cover and Drainage Remediation

CLIENT: City of Menifee

DESIGNED BY: MM

CHECKED BY: AC

DRAWN DATE: 03/21/18

ISSUE DATE: 11/15/18

Menifee Landfill
Final Cover and Drainage Remediation
November 2018
**Greenwaste & Soil Cement
Final Map**

SHEET 10 OF 10



ADDITIONAL REMARKS SCHEDULE

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Southern California Grading, Inc. 16291 Construction Circle E Ste. A Irvine, CA 92606
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CANCELLATION:

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

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
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	
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.

**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
WHERE REQUIRED BY WRITTEN CONTRACT.	
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

WHERE REQUIRED BY WRITTEN CONTRACT.

Location Of Covered Operations:

ALL LOCATIONS

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

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** 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 the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this 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.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/01/2018 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. 54303388 of the Federal Insurance Company
(NAME OF INSURANCE COMPANY)

issued to Southern California Grading, Inc.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

Where required by written contract.

Where required by written contract.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

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

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

B. Employees as Insureds

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

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

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

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

(D) Persons And Organizations As Insureds Under A Written Insured Contract

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

- f. 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 under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

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

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

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

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

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

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

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

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

16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Named Insured: Southern California Grading, Inc.

Endorsement Effective Date: 04/01/2018

SCHEDULE

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

Where Required By Written Contract.

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.



ADDITIONAL REMARKS SCHEDULE

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.	License # 0757776	NAMED INSURED Southern California Grading, Inc. 16291 Construction Circle E Ste. A Irvine, CA 92606
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CANCELLATION:

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

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
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	
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.

**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
WHERE REQUIRED BY WRITTEN CONTRACT.	
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.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:
WHERE REQUIRED BY WRITTEN CONTRACT.

Location Of Covered Operations:
ALL LOCATIONS

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

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** 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 the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this 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.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/01/2018 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. 54303388

of the

Federal Insurance Company
(NAME OF INSURANCE COMPANY)

issued to Southern California Grading, Inc.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

Where required by written contract.

Where required by written contract.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

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

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

B. Employees as Insureds

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

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

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

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

(D) Persons And Organizations As Insureds Under A Written Insured Contract

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

- f. 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 under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

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

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

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

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

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

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

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

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

16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Named Insured: Southern California Grading, Inc.

Endorsement Effective Date: 04/01/2018

SCHEDULE

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

Where Required By Written Contract.

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

The following is added to Item 5. – "Other Insurance" of Item B. – "General Conditions" under Section IV – "Business Auto Conditions":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.