

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.4  
(ID # 21772)

**MEETING DATE:**

Tuesday, May 09, 2023

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Review and Determine That Emergency Conditions Continue and There is a Need to Continue the Apple Fire and El Dorado Fire Emergency Actions, Receive and File the Report of the Apple Fire and El Dorado Fire Emergency Actions in the Areas of Cherry Valley, Highland Springs, Banning Canyon, Mias Canyon and Banning Bench in Unincorporated Riverside County and the Cities of Beaumont and Banning; Receive and File the First Amendment to Emergency Protection Agreement Between the Riverside County Flood Control and Water Conservation District and Weaver Grading, Inc. for Emergency Contract Work on the Emergency Protection Project, Nothing Further is Required Under CEQA, District 5. [\$800,000 Total Cost – District Funds 100%] (4/5 Vote Required)

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

1. Find that nothing further is required pursuant to the California Environmental Quality Act ("CEQA") for the Emergency Actions by the Riverside County Flood Control and Water Conservation District ("District") as it relates to the Apple Fire and El Dorado Fire because these actions are exempt under CEQA as detailed in the Notice of Exemption approved by the District's Board of Supervisors on October 6, 2020 (Agenda Item No. 11.4);

Continued on Page 2

**ACTION: 4/5 Vote Required, Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 4/26/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 9, 2023  
xc: Flood

Kimberly A. Rector  
Clerk of the Board

By:

Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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

2. Review and determine that emergency conditions continue and there is a need to continue the Apple Fire and El Dorado Fire Emergency Actions ("Emergency Actions");
3. Receive and file the report of the Emergency Actions taken without solicitation of bids, as authorized by California Public Contract Code Section 22050 and Resolution No. F94-39;
4. Receive and file the First Amendment to Emergency Protection Agreement between the District and Weaver Grading, Inc. for emergency contract work on the Emergency Protection Project ("Emergency Project") without solicitation of bids, as authorized by California Public Contract Code Section 22050 and Resolution No. F94-39; and
5. Authorize the use of District funds in the amount of \$800,000 for the Emergency Actions.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$200,000	\$600,000	\$800,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> District Funds - 100% (See Additional Fiscal Information)			<b>Budget Adjustment: N/A</b>	
			<b>For Fiscal Year: 22/23 – 23/24</b>	

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

**BACKGROUND:**

**Summary**

In the event of an emergency, California Public Contract Code Section 22050 and the District's Resolution No. F94-39, adopted by the District's Board of Supervisors ("Board") on November 22, 1994 (Agenda Item No. 9.4), delegate to the General Manager-Chief Engineer the authority to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes without giving notice for bids to let contracts.

This item requires a 4/5<sup>th</sup> vote of the Board pursuant to California Public Contracts Code § 22050(c)(1). The statute applies to contracts that are awarded without bids in the case of an emergency and requires the Board to review the emergency action every 14 days and determine, by a 4/5<sup>th</sup> vote that there is a need to continue the action.

**The Fires**

- Apple Fire
  - Date of Origin: July 31, 2020
  - Location: Oak Glen/Cherry Valley
  - Size: Over 33,000 acres in the Counties of Riverside and San Bernardino.

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- The Riverside County Board of Supervisors adopted Resolution No. 20120-190 on August 4, 2020 (Agenda Item No. 3.73) proclaiming the existence of a "Local Emergency" in Riverside County.
- Governor Gavin Newsom declared a statewide emergency due to wildfires burning throughout the state, including the Apple Fire on August 18, 2020.
  
- El Dorado Fire
  - Date of Origin: September 5, 2020
  - Location: Yucaipa Ridge area, West Oak Glen, San Bernardino Mountains
  - Size: Over 22,000 acres, within the County of San Bernardino and portions of the County of Riverside.
  - An emergency proclamation for San Bernardino County due to the El Dorado Fire was issued by Governor Gavin Newsom on September 6, 2020.

The burn areas of the two fires include the steep terrain and canyons that drain toward the areas of Cherry Valley, Highland Springs, Banning Canyon, Mias Canyon and Banning Bench in unincorporated Riverside County and the cities of Beaumont and Banning ("Post-Fire Risk Area"). The fires have burned several canyons, which can produce dangerous mud and debris flows and increase the risk of flooding in populated areas during the rainy season. The District's existing facilities in the area, including, but not limited to, Noble Creek, Little San Gorgonio Creek, Highland Springs Channel, Banning Levee and Cabazon Channel, provide flood protection for much of the adjacent communities during large storm events. However, due to the vast burn area in the canyons, these facilities have a high potential to receive significant levels of mud and vegetative debris from the burnt watershed during storm events. Debris flows and/or blockage of or damage to the flood control facilities could result in a critical threat to life and property in the adjacent communities in the Post-Fire Risk Area.

With localized thunderstorms (which have a probability to trigger mud and debris flows in the burn area) forecasted within the Apple Fire and El Dorado Fire burn areas, the General Manager-Chief Engineer, in accordance with California Public Contract Code Section 22050 and the District's Resolution No. F94-39, found that the emergency will not permit a delay in the implementation of the Emergency Actions resulting from a competitive solicitation for bids. As the burn areas of the two fires overlap at the eastern perimeter of the El Dorado Fire and the western perimeter of the Apple Fire and affect some of the same watersheds, the District has grouped the two fires into the same response.

On September 15, 2020 (Agenda Item No. 11.2); October 6, 2020 (Agenda Item No. 11.4); October 20, 2020 (Agenda Item No. 11.10); November 3, 2020 (Agenda Item No. 11.4); November 17, 2020 (Agenda Item No. 11.4); December 8, 2020 (Agenda Item No. 11.5); December 15, 2020 (Agenda Item No. 11.9); January 12, 2021 (Agenda Item No. 11.2); January 26, 2021 (Agenda Item No. 11.4); February 9, 2021 (Agenda Item No. 11.3); March 2, 2021 (Agenda Item No. 11.6); March 23, 2021 (Agenda Item No. 11.5); April 13, 2021 (Agenda Item No. 11.4); April 27, 2021 (Agenda Item No. 11.3); May 11, 2021 (Agenda Item No. 11.3); May



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25, 2021 (Agenda Item No. 11.4); June 8, 2021 (Agenda Item No. 11.11); June 22, 2021 (Agenda Item. 11.1); July 20, 2021 (Agenda Item No. 11.1); August 17, 2021 (Agenda Item No. 11.8); September 14, 2021 (Agenda Item No. 11.4); September 28, 2021 (Agenda Item No. 11.1); and October 19, 2021 (Agenda Item No. 11.1); November 02, 2021 (Agenda Item No. 11.2); November 16, 2021 (Agenda Item No. 11.2); December 7, 2021 (Agenda Item No. 11.7); January 11, 2022 (Agenda Item No. 11.5); January 25, 2022 (Agenda Item No. 11.4); February 8, 2022 (Agenda Item No. 11.1); March 8, 2022 (Agenda Item No. 11.4); March 22, 2022 (Agenda Item No. 11.4); March 29, 2022 (Agenda Item No. 11.2); April 12, 2022 (Agenda Item No. 11.1); April 26, 2022 (Agenda Item No. 11.5); May 10, 2022 (Agenda Item No. 11.3); May 24, 2022 (Agenda Item No. 11.1); June 7, 2022 (Agenda Item 11.3); June 21, 2022 (Agenda Item 11.1); July 12, 2022 (Agenda Item No. 11.7); July 26, 2022 (Agenda Item No. 11.3); August 2, 2022 (Agenda Item No. 11.3); August 30, 2022 (Agenda Item No. 11.7); September 13, 2022 (Agenda Item No. 11.8); October 4, 2022 (Agenda Item No. 11.3); October 18, 2022 (Agenda Item No. 11.6); November 1, 2022 (Agenda Item No. 11.1); November 8, 2022 (Agenda Item No. 11.3); November 29, 2022 (Agenda Item No. 11.3); December 13, 2022 (Agenda Item No. 11.3); January 10, 2023 (Agenda Item No. 11.1); January 24, 2023 (Agenda Item No. 11.3); February 7, 2023 (Agenda Item No. 11.1); February 28, 2023 (Agenda Item No. 11.1); March 14, 2023 (Agenda Item No. 11.1); March 28, 2023 (Agenda Item No. 11.5); April 4, 2023 (Agenda Item No. 11.1); April 18, 2023 (Agenda Item No. 11.2) and May 2, 2023 (Agenda Item No. 11.4), the Board made motions to (i) review and determine that emergency conditions continue and there is a need to continue the Emergency Actions, (ii) receive and file the Emergency Actions, (iii) receive and file the Emergency Protection Agreements and associated Amendments and (iv) authorize the use of District funds for the Emergency Actions. It is requested that the Board review and determine that emergency conditions continue and there is a need to continue the Emergency Actions.

Damage from a series of winter storms between January 2023 and March 2023 have necessitated the repair of several flood control facilities in the Post-Fire Risk Area.

To help with the District's post-storm emergency efforts, the District has taken the following additional Emergency Actions:

- Engaged contractor (Weaver Grading, Inc.) to help implement the emergency protection measures needed in the Post Fire Risk Area.

Total costs associated with these Emergency Actions are \$800,000. In this action, the District is requesting Board approval for authorization to use District funds for these necessary costs. It is requested that the Board review and determine that emergency conditions continue along with the additional protection measures.

In addition to the Emergency Actions, the District:

- Has initiated proactive maintenance and enhancement of District facilities, including Noble Creek, to prepare for expected impacts from flooding, mud and debris events; and



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- Is continuing to evaluate potential emergency projects that may be needed to restore existing District facilities in the Post Fire Risk Area after flood, mud or debris events; and
- Is identifying agencies that the District may need to partner with to facilitate emergency mitigation actions to protect or enhance District infrastructure; and
- Is continuing to coordinate with and provide data to the United States Forest Service's Burn Area Emergency Response Team and CALFire Watershed Emergency Response Team, who are responsible for assessing the severity of the burn, identifying areas at risk and subsequently providing the rainfall frequency thresholds that would trigger mud or debris flow within the impacted canyons; and
- Is continuing to coordinate with the Riverside County Emergency Management Department to provide information to guide the development of the Concept of Operations plan that will coordinate information sharing, public communication, and coordinated multi-agency preparation and response to events; and
- Is sharing information with local agencies to assist them with the preparation of their community outreach and individual mitigation and response activities for the coming winter.

**Prev. Agn. Ref.:** 9.4 of 11/22/94

MT#13394 11.2 of 09/15/2020  
MT#13542 11.4 of 10/06/2020  
MT#13635 11.10 of 10/20/2020  
MT#13697 11.4 of 11/03/2020  
MT#13827 11.4 of 11/17/2020  
MT#13982 11.5 of 12/08/2020  
MT#14031 11.9 of 12/15/2020  
MT#14042 11.2 of 01/12/2021  
MT#14282 11.4 of 01/26/2021  
MT#14423 11.3 of 02/09/2021  
MT#14517 11.6 of 03/02/2021  
MT#14605 11.5 of 03/23/2021  
MT#14851 11.4 of 04/13/2021  
MT#14974 11.3 of 04/27/2021  
MT#15092 11.3 of 05/11/2021  
MT#15200 11.4 of 05/25/2021  
MT#15354 11.11 of 06/08/2021  
MT#15355 11.1 of 06/22/2021  
MT#16718 11.1 of 07/20/2021  
MT#16921 11.8 of 08/17/2021  
MT#17082 11.4 of 09/14/2021  
MT#17186 11.1 of 09/28/2021  
MT#17341 11.1 of 10/19/2021  
MT#17451 11.2 of 11/02/2021

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MT#17578 11.2 of 11/16/2021  
MT#17711 11.7 of 12/07/2021  
MT#18047 11.5 of 01/11/2022  
MT#18107 11.4 of 01/25/2022  
MT#18120 11.1 of 02/08/2022  
MT#18496 11.4 of 03/08/2022  
MT#18564 11.4 of 03/22/2022  
MT#18487 11.2 of 03/29/2022  
MT#18674 11.1 of 04/12/2022  
MT#18787 11.5 of 04/26/2022  
MT#18893 11.3 of 05/10/2022  
MT#18998 11.1 of 05/24/2022  
MT#19135 11.3 of 06/07/2022  
MT#19255 11.1 of 06/21/2022  
MT#19418 11.7 of 07/12/2022  
MT#19522 11.3 of 07/26/2022  
MT#19589 11.3 of 08/02/2022  
MT#19694 11.7 of 08/30/2022  
MT#19947 11.8 of 09/13/2022  
MT#20095 11.3 of 10/04/2022  
MT#20134 11.6 of 10/18/2022  
MT#20191 11.1 of 11/01/2022  
MT#20257 11.3 of 11/08/2022  
MT#20457 11.3 of 11/29/2022  
MT#20567 11.3 of 12/13/2022  
MT#20801 11.1 of 01/10/2023  
MT#20901 11.3 of 01/24/2023  
MT#21001 11.1 of 02/07/2023  
MT#21122 11.1 of 02/28/2023  
MT#21276 11.1 of 03/14/2023  
MT#21353 11.5 of 03/28/2023  
MT#21364 11.1 of 04/04/2023  
MT#21523 11.2 of 04/18/2023  
MT#21733 11.4 of 05/02/2023

**Environmental Analysis**

Nothing further is required because the Emergency Actions are exempt under CEQA as detailed in the Notice of Exemption ("NOE") approved by the Board on October 6, 2020 (Agenda Item No. 11.4). The Board recognized the Apple Fire as a local emergency on August 4, 2020. The Governor declared a state of emergency for the wildfires burning statewide, including the Apple Fire on August 18, 2020 and the El Dorado Fire on September 6, 2020. Therefore, no further analysis is required under CEQA.

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**Impact on Residents and Businesses**

The conditions in the burn areas of the fires have left the communities in the Post-Fire Risk Area vulnerable to flooding and mud flows during storm events. In the event of a storm, the Post-Fire Risk Area may be negatively impacted if these measures are not taken to protect the communities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

A summary of the Emergency Actions and costs are listed below:

<u>Contractor/Vendor Name</u>	<u>Emergency Action Description</u>	<u>Cost</u>
Weaver Grading, Inc.	Emergency Protection Project	\$800,000
<b>TOTAL</b>		<b>\$800,000</b>

The Emergency Protection Agreement with Weaver Grading, Inc. was amended to include an additional \$800,000 in funding. Costs associated with this additional emergency work are anticipated to not exceed a total of \$800,000.

The District budgets for flood emergencies and/or unexpected contingencies to minimize risks to life and property. Sufficient funds are available in the District's Zone 5 budget for FY 2022-2023 and 2023-2024.

**SOURCE OF FUNDS:** (Continued)

- 25150-947480-525440 Professional Services – Zone 5

**Contract History and Price Reasonableness**

The original contract amount for the Emergency Protection Agreement and the costs of the First Amendment to Emergency Protection Agreement are summarized below:

Emergency Protection Agreement with Weaver Grading, Inc.

Original budget:	\$3,000,000	MT#18487 11.2 of 03/29/2022
First Amendment:	\$800,000	An aggregate amount increase of \$800,000
Total:	\$3,800,000	

The work for the Emergency Project is being paid for on a force account basis as set forth in Section 9-1.04 of the Standard Specifications of the State of California, Department of Transportation, 2018 edition as amended, which includes standard overhead rates.

**ATTACHMENTS:**

- First Amendment to Emergency Protection Agreement with Weaver Grading, Inc., Bonds and Insurance Documents



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RMG:bad  
P8/250759



Jason Farin, Principal Management Analyst 5/2/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 4/27/2023

FIRST AMENDMENT TO EMERGENCY PROTECTION AGREEMENT  
Emergency Protection Project – Apple and El Dorado Fires

This First Amendment to Emergency Protection Agreement ("FIRST AMENDMENT"), dated as of April 21, 2023, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT") and Weaver Grading, Inc., a California corporation, ("CONTRACTOR") sometimes collectively referred to as the "Parties".

RECITALS

A. DISTRICT and CONTRACTOR have entered into that certain Emergency Protection Agreement, dated March 29, 2022, ("ORIGINAL AGREEMENT") pursuant to which CONTRACTOR has agreed to furnish all labor, materials, tools, equipment, transportation and services necessary to perform and complete in a workmanlike manner, in strict conformance with ORIGINAL AGREEMENT, the protection of existing DISTRICT facilities in the areas of Calimesa, Beaumont, Banning, Cabazon and unincorporated Riverside County by (i) providing site preparation services, (ii) dewatering, (iii) excavating, (iv) transporting, (v) grading, (vi) installing any necessary interim protection barriers, (vii) removing sediment and accumulated debris from DISTRICT's existing rights of way in the areas of Calimesa, Beaumont, Banning, Cabazon and unincorporated Riverside County following storm events and (viii) implementing other emergency work in the areas of Calimesa, Beaumont, Banning, Cabazon and unincorporated Riverside County, as directed by DISTRICT.

B. The ORIGINAL AGREEMENT together with this FIRST AMENDMENT are collectively referred to herein as the "Agreement".

C. DISTRICT has determined that additional work is needed to protect existing DISTRICT facilities that are downstream of the Apple Fire and El Dorado Fire burn areas.

D. The Parties now desire to amend the Agreement to amend the work and increase the total compensation amount for the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 4 of the Agreement is hereby amended to add a new subsection F.i. which shall read as follows:
  - i. DISTRICT shall pay CONTRACTOR for the additional emergency work in a total amount not to exceed Eight Hundred Thousand Dollars (\$800,000). Upon approval of the FIRST AMENDMENT, the total compensation amount for all work performed under this Agreement since its original effective date shall not exceed a sum total of Three Million Eight Hundred Thousand Dollars (\$3,800,000). CONTRACTOR shall provide to DISTRICT updated or additional performance and payment bonds in the sum total of the Agreement price.

2. The provisions of this FIRST AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

3. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this FIRST AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONTRACTOR.

4. This FIRST AMENDMENT shall not be binding or consummated until it is fully executed by the Parties.

5. This FIRST AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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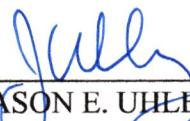


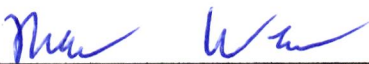
IN WITNESS WHEREOF, the Parties hereto have executed this FIRST AMENDMENT on

4-21-2023

(to be filled in by General Manager-Chief Engineer)

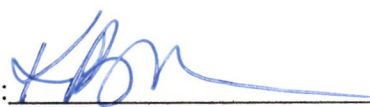
**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic** **WEAVER GRADING, INC., a California Corporation**

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

By:   
Name: Mark Weaver  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:  
MINH C. TRAN  
County Counsel

By:   
KRISTINE BELL-VALDEZ  
Deputy County Counsel

First Amendment to Emergency Protection Agreement  
Emergency Protection Project – Apple and El Dorado Fires  
03/30/23  
RMG:ju



**Markel Insurance Company**

4521 Highwoods Parkway  
Glen Allen, VA 23060  
(800) 446-6671

**CHANGE RIDER**

To be attached to and form a part of:

Bond Number: 4453169

Principal: Weaver Grading, Inc.

Obligee: Riverside County Flood Control and Water Conservation District

Said bond, issued by Markel Insurance Company, as Surety, is hereby amended as follows:

Performance and Payment Bond penalty is hereby increased from \$3,000,000 to \$3,800,000 in accordance with Amendment # 1.

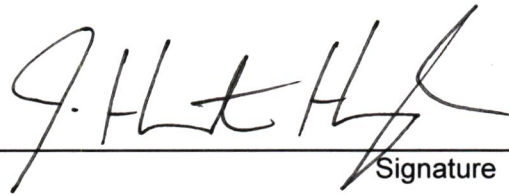
Effective date of rider: 17 April 2023

All other terms and conditions shall remain the same.

Signed and sealed this 17th day of April, 2023.

**Markel Insurance Company**

By: \_\_\_\_\_



Signature

**Name: J. Hunter Hough  
Attorney-in-Fact**

# Markel Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

J. Hunter Hough

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: Weaver Grading, Inc.  
Obligee: Riverside County Flood Control and Water Conservation District  
Amounts: \$ 3,800,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

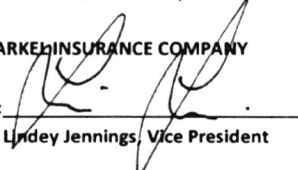
RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:  
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.  
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13<sup>th</sup> day of January , 2023.

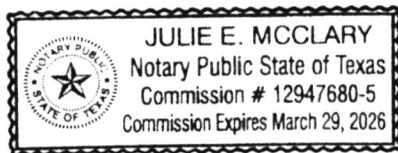
State of Texas  
County of Travis:

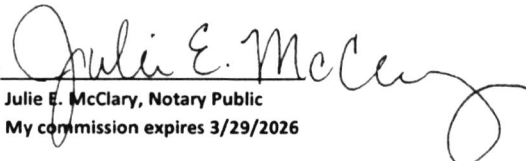


MARKEL INSURANCE COMPANY

By:   
Lindey Jennings, Vice President


On this 13<sup>th</sup> day of January , 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 17<sup>th</sup> day of April , 2023.

By:   
Andrew Marquis, Assistant Secretary



**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 Riverside )

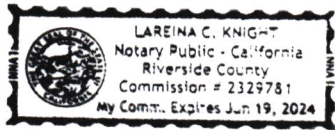
On April 18, 2023 before me, Lareina C. Knight, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James Hunter Hough  
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 Lareina C. Knight  
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: Change Rider  
Document Date: April 17 2023 Number of Pages: 1  
Signer(s) Other Than Named Above: 0

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

Signer's Name: James Hunter Hough  
 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: \_\_\_\_\_



**Markel Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company  
9500 Arboretum Blvd., Suite 400  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-  
9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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WEAVGRA-01

CANRA1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/18/2023

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

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

PRODUCER  
Weingarten & Hough, Inc.  
41602 Indian Trail  
STE 1  
Rancho Mirage, CA 92270

CONTACT NAME: **Raul Cano-Rogers**  
PHONE (A/C, No, Ext): **(760) 325-2526** FAX (A/C, No): **(760) 322-5970**  
E-MAIL ADDRESS: **raul@whinsurance.com**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : <b>Financial Pacific Insurance Company</b>	<b>31453</b>
INSURER B : <b>Insurance Company of the West</b>	<b>27847</b>
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED  
**Weaver Grading, Inc.**  
P.O. Box 67  
Beaumont, CA 92223

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	60448157	6/18/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	60448157	6/18/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			60448157	6/18/2022	5/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	DED RETENTION \$						
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	WVE5050494 03	9/4/2022	9/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Emergency Protection Project – Apple and El Dorado Fires

Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, and the Cities of Beaumont and Banning, their respective directors, officers, Board of Supervisors, governing boards or councils, employees, elected and appointed officials, agents, representatives are additional insureds when required by a written contract as respects the work covered hereunder. The "x c u" exclusions do not exist in the policy.

Cancellation is per policy provision.

### CERTIFICATE HOLDER

### CANCELLATION

Riverside County Flood Control and Water Conservation District  
Attn: Contract Services Section  
1995 Market Street  
Riverside, CA 92501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION**

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

**LOCATION OF JOB:**

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

**DESCRIPTION OF WORK:**

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

**PRIMARY CLAUSE:**

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

**WHO IS AN INSURED:** (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

**EXCLUSION**

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

**WAIVER OF SUBROGATION:**

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

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

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization  
**ANY PERSON OR  
ORGANIZATION FOR  
WHOM THE NAMED  
INSURED IS REQUIRED  
UNDER WRITTEN  
CONTRACT TO FURNISH  
THIS WAIVER.**

Job Description  
**ALL CA OPERATIONS**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **09/04/2022** Policy No. **WVE 5050494 03**

Endorsement No.

Insured **WEAVER GRADING INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By \_\_\_\_\_

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

**BUSINESS AUTO ULTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

**COVERAGE INDEX**

<b>DESCRIPTION</b>	<b>PAGE</b>
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Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.



***(Temporary Substitute Auto Physical Damage)***

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:**

***(Broad Form Insured)***

- d. 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.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limits of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us 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.

***(Employee as Insureds)***

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

**C. BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4)** are replaced by the following:

**(Bail Bond Coverage)**

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(Loss of Earnings Coverage)**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

**(Amended Fellow Employee Exclusion)**

**D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

**(Towing and Labor)**

2. **Towing** is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

**(Physical Damage Additional Transportation Expense Coverage)**

**4. Coverage Extensions**

a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

**(Extra Expense – Theft)**

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

***(Rental Reimbursement and Additional Transportation Expense)***

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$75 per day.
  - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

***(Personal Effects Coverage)***

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

***(Personal Property of Others)***

**f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

***(Locksmith Coverage)***

**g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

**(Vehicle Wrap Coverage)**

**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**(Airbag Accidental Discharge)**

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. BROADENED LIMITS OF INSURANCE**

**(Audio, Visual and Data Electronic Equipment Coverage)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

**(Auto Loan/Lease Total Loss Protection)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
  - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
  - b.** Any:
    - (1)** Overdue lease / loan payments at the time of the "loss";
    - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (3)** Security deposits not returned by the lessor;
    - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5)** Carry-over balances from previous loans or leases.

**(Glass Repair – Deductible Amendment)**

**H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.



***(Amended Duties in the Event of Accident, Claim, Suit or Loss)***

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

Under SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions , the following is added to paragraph 2. Duties In The Event of Accident, Suit or Loss:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or
  - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

***(Waiver of Subrogation by Contract)***

**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

***(Unintentional Failure to Disclose)***

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions , the following is added to 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

***(Hired, Leased, Rented or Borrowed Auto Physical Damage)***

**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

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