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

ITEM: 12.1
(ID # 26127)
MEETING DATE:
Tuesday, October 29, 2024

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Award Contract for Construction of the On-Call Site Improvements Project at Riverside County Sanitary Landfills, District 5. [$4,328,223 – Department of Waste Resources Enterprise Funds 100%] (CEQA – Nothing Further Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any immaterial irregularities and accept the low bid submitted by MDB General Engineering, Inc. in the amount of $4,328,223.10 for Construction of the On-Call Site Improvements Project at Riverside County Sanitary Landfills;
2. Award the contract to MDB General Engineering, Inc. and authorize the Chairman to execute the Construction Agreement on behalf of the Department of Waste Resources (Department);
3. Authorize the Department's General Manager-Chief Engineer to execute change orders to the contract as approved as to form by County Counsel, in accordance with Article 3.5 of the Public Contract Code, and the limits set forth in Section 20142 therein; and
4. Authorize the Purchasing Agent to issue Purchase Order(s) for construction of the On-Call Site Improvements with MDB General Engineering, Inc. for On-Call Site Improvement Projects at Riverside County Sanitary Landfills for the total aggregate of $4,328,223.10.

ACTION:Policy

Andrew Cortez 10/16/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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:	October 29, 2024
xc:	Waste

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 2,100,000	$ 2,228,223	$ 4,328,223	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Dept. of Waste Resources Enterprise Fund			**Budget Adjustment:** No	
			For Fiscal Year: 24/25 & 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On July 30, 2024, the Board approved the Contract Documents for Construction of the On-Call Site Improvements Project at Riverside County Sanitary Landfills and authorized the Department to advertise for bids (Agenda Item 12.1, MT ID#25450). On August 28, 2024, a total of two (2) bids were received, with MDB General Engineering, Inc. submitting the lowest bid. After review of the bid results, Department staff has determined that MDB General Engineering, Inc. has the necessary experience and capability to perform the work, and County Counsel has determined that the bid documents are in substantial conformance with the bid requirements. A summary of the bids received, along with the Construction Agreement between the County and MDB General Engineering, Inc., the required performance and payment bonds, workers compensation certificate, and certificates of insurance are attached herewith.

Prev. Agn. Ref.: M.O. 12.1 of 07/30/2024 (approval of Contract Documents)

California Environmental Quality Act (CEQA) Findings

On July 30, 2024, the Board found the construction of the On-Call Site Improvements Project at Riverside County Sanitary Landfills (Project) exempt from CEQA and approved the Project. As such, a Notice of Exemption (NOE 24-02) was filed on August 5, 2024, identifying that the Project was exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt from CEQA pursuant to sections 15301 (Existing Facilities), 15302 (Replacement/Reconstruction), 15303 (New Construction or Conversion of Small Structures), and 15304 (Minor Alterations of Land). The proposed contract work is located within the permitted landfill disturbance areas and will not have a direct, indirect, or cumulatively significant effect on the environment. The 35-day statute of limitations for review and comment has expired, with no comments or challenges to the NOE received.

This action simply awards the contract for the work previously analyzed with no new significant impacts identified, as such, nothing further is required under CEQA.

Impact on Residents and Businesses

This project reduces the introduction of pollutants in storm water being discharged from Riverside County Landfills to improve the environment for nearby residents and businesses.

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Additional Fiscal Information

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

Contract History and Price Reasonableness

This is a public works construction contract with a specified duration of 18 months for completion. Due to the competitive bid process and based on the engineer's estimate prepared by Department engineering staff, the submitted bid amount is believed to be reasonable.

ATTACHMENTS:

ATTACHMENT A: Bid Summary
ATTACHMENT B: Construction Agreement
ATTACHMENT C: Performance and Payment Bonds
ATTACHMENT D: Certificates of Insurance
ATTACHMENT E: Workers' Compensation Contractor Certificate
ATTACHMENT F: Declaration of Sufficiency of Funds

Jason Farin, Principal Management Analyst 10/22/2024

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel 10/18/2024

ATTACHMENT A
Bid Summary

Riverside County Department of Waste Resources
On-Call Site Improvements
at Riverside County Sanitary Landfills

Summary of Bids Received on August 28, 2024

	Contractor	Bid Amount
1	MDB General Engineering, Inc.	$4,328,223.10
2	Griffith Company	$5,067,067.00

ATTACHMENT B
Construction Agreement

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("**Agreement**") is made as of October 29, 2024 and is by and between the COUNTY OF RIVERSIDE, through its Department of Waste Resources, a political subdivision of the State of California, (County) and **MDB General Engineering, Inc.**, (Contractor). The indemnity and insurance obligations of Contractor, as set forth in Section **5-3** General Provisions, shall commence upon execution of this Agreement.

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, **ON-CALL SITE IMPROVEMENTS** at the RIVERSIDE COUNTY SANITARY LANDFILLS (the "**Project**"), 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, except Change Orders and Construction Change Directive issued after execution of this Agreement, are enumerated as follows:

   (a) Construction Agreement, including:
      a. Exhibit A, Bidder's completed Bid Item List, Performance Bond, Payment Bond, List of Subcontractors, and Non-Collusion Declaration,
      b. Exhibit B, Workers' Compensation Contractor Certificate,
      c. Exhibit C, Declaration of Sufficiency of Funds,
      d. Exhibit D, Evidence of Insurance,
      e. Exhibit E, Construction Schedule,
   (b) Administrative Provisions;
   (c) General Provisions;
   (d) Special Provisions for **ON-CALL SITE IMPROVEMENTS** at the RIVERSIDE COUNTY SANITARY LANDFILLS;
   (e) Appendix A – Rule 403 Dust Control Requirements;
   (f) Appendix B – Landfill Site Rules;
   (g) Appendix C – Badlands Sanitary Landfill Rule 1150 Landfill Excavation Permit;
   (h) Appendix D – Project Drawings for **ON-CALL SITE IMPROVEMENTS**;
   (i) Standard Specifications for Public Works Construction, Latest Edition, with Amendments ("**Standard Specifications**" or "**Greenbook**");
   (j) Any other documents included in or incorporated into the Contract Documents;
   (k) Addenda Nos. N/A;
   (l) 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 listed documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.

The following are not considered Contract Documents and stand alone:

- Payment Bond and Performance Bond
- Escrow Agreement (optional)

3. **Precedence of the Contract Documents.** In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by County in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence. The order of precedence, from highest to lowest, shall be as follows:

- Permits issued by jurisdictional regulatory agencies.
- Change Orders, Construction Change Directives and/or Supplemental Agreements, or Addenda to any of the Contract Documents; whichever occurs last.
- Construction Agreement.
- Special Provisions.
- Administrative Provisions.
- General Provisions.
- Project Drawings and Specifications as listed in Appendix D.
- Standard Drawings.
- Reference Specifications.

Detail drawings shall take precedence over general drawings.

4. **Notice to Proceed.** The County will not issue the Notice to Proceed before the Contractor submits the Performance Bond, Payment Bond, certificates of insurance, construction schedule, Public/Site Safety Plan, and Project-specific SWPPP supplement, and attends the mandatory pre-construction meeting. After receipt of the construction schedule, Public/Site Safety Plan, and Project specific SWPPP supplement, the County will review said documents and provide appropriate comments. The Contractor will be required to address all comments from the County and resubmit within five (5) Working Days.

5. **Contract Time for Completion and Liquidated Damages.** The Contractor shall diligently and continuously prosecute the entire Project to Final Completion before the expiration of 18 calendar months from the date of the Contractor's receipt of the Notice to Proceed, as may be modified by a Change Order or Construction Change Directive. The number of Working Days charged to the Contractor shall be as set forth in Section **1.12** of the Special Provisions. The length of each Working Day shall be from 7:00 AM to 4:00 PM, including one hour for lunch break, unless otherwise approved in writing by the County.

The following days have been designated by the County as Legal Holidays:

• January 1st	New Year's Day
• Third Monday in January	Martin Luther King, Jr. Birthday
• February 12th	Lincoln's Birthday
• Third Monday in February	Washington's Birthday (observed)
• Last Monday in May	Memorial Day
• June 19th	Juneteenth
• July 4th	Independence Day
• First Monday in September	Labor Day
• Second Monday in October	Columbus Day
• November 11th	Veteran's Day
• Fourth Thursday in November	Thanksgiving Day
• Fourth Friday in November	day after Thanksgiving Day
• December 25th	Christmas Day

For a Legal Holiday that falls on a Saturday, both the Saturday and the preceding Friday shall be considered Legal Holidays. For a Legal Holiday that falls on a Sunday, both the Sunday and following Monday shall be considered Legal Holidays.

The Contractor shall not be permitted to work on days designated by the County as Legal Holidays unless the Contractor submits a written request to work and the request is approved in writing by the County. All Contractor requests to work on designated Legal Holidays shall be submitted at least seven (7) calendar days prior to the requested date(s).

It is agreed by the parties to the Contract that in the case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of Working Days as set forth in this Agreement, damage will be sustained by the County, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County the sum of <u>One Thousand</u> Dollars ($ 1,000) per day for each and every calendar days delay in finishing the Work in excess of the number of Working Days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85 and in Public Contract Code Section 7203.

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. County may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the County's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor County's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of County's right to liquidated damages.

County's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) County's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which County has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit County's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6. Contract Price and Payment.

6.1 **Contract Price.** The Contract Price is the total aggregate amount of the Contractor's Total Bid Proposal based on the estimated quantities listed in the Bid Proposal as set forth in the award of the Contract approved by the County's Board of Supervisors. The estimated quantities will not govern final payment. The Contractor will receive and accept and the County will pay the Unit Prices and lump sum prices only for actual quantities of installed items constructed in accordance with the Contract Documents specified in the attached Bid Item List which is incorporated herein by reference as Exhibit A, as full compensation for the Contractor's full performance of the Contract including furnishing all labor, materials, and equipment for doing all the Work contemplated and embraced in this Agreement. Upon completion of the Work, if the actual installed quantities show either an increase or decrease from the estimated quantities in the Bid Proposal, the Unit Prices (including lump sum prices) will prevail.

6.2 **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the County, the County shall make payments to the Contractor in accordance with Article 7 of the General Provisions.

7. **Bonds.** The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the County. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the County and the County's separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the County in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all Claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, form, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the County. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the County.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the County, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the County, provide written documentation to the Satisfaction of the County that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the County.

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

By: _____ Date: 10-2-24
Andy Cortez
General Manager – Chief Engineer

FORM APPROVED COUNTY COUNSEL
BY: _____ 9/24/2024
LISA SANCHEZ DATE

COUNTY OF RIVERSIDE

By: _____ Date: 10/29/2024
Chuck Washington
Chair, Board of Supervisors

ATTEST:

By: _____, Deputy Date: 10/29/2024
Kimberly Rector
Clerk of the Board

By: _____ Date: _____
Deputy

(Seal)

CONTRACTORS LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

MDB GENERAL ENGINEERING, INC.
CONTRACTOR

By: _____ Date: 09/20/2024

Name: Courtney Statham

Title: President
(If corporation, attach corporate seal)

License No.: 1054408

Federal Tax I.D. No.: 83-3327269

EXHIBIT A

(Construction Agreement for the Riverside County Department of Waste Resources, **ON-CALL SITE IMPROVEMENTS** at the RIVERSIDE COUNTY SANITARY LANDFILLS, located in Riverside County, California.)

It is understood that the quantities listed in this Bid Proposal (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. Notwithstanding anything to the contrary in the Contract Documents, Contractor will not be entitled to an adjustment of any unit cost, except as expressly agreed to in writing by the County, which agreement shall be within the County's sole and absolute discretion.

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Construct Asphalt Concrete Roadway (6" Thick A.C. over 12" Thick Class II Base)	SF	54,000	$17.74	$957,960.00
2	*Optional* Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (6" Thick A.C. over 12" Thick Class II Base)	SF	5,000	$26.30	$131,500.00
3	Saw-cut, Remove, and Replace Damaged Sections of Existing Asphalt Concrete Roadway (7" Thick A.C. over 10" Thick Class II Base)	SF	3,000	$50.93	$152,790.00
4	*Optional* Saw-cut, Remove, and Replace Damaged Sections of Existing 6" Thick Concrete	SF	500	$32.20	$16,100.00
5	*Optional* Construct Reinforced Shotcrete Structures	CY	20	$690.00	$13,800.00
6	*Optional* Construct Asphalt Concrete Drainage Structures	T	110	$290.91	$32,000.10
7	*Optional* Excavation, Hauling, and Stockpiling Daily Cover Material	CY	70,000	$12.08	$845,600.00
8	*Optional* Furnish and Install Crushed Miscellaneous Base (CMB)	T	5,100	$12.74	$64,974.00
9	*Optional* Furnish and Install 2"-4" Rock	T	6,700	$63.61	$426,187.00
10	*Optional* Furnish and Install 3"-6" Rock	T	1,050	$96.04	$100,842.00
11	*Optional* Apply Greenwaste Material	SF	505,600	$0.43	$217,408.00
12	*Optional* Construct 2-Foot Tall Earthen Berm with Compacted Engineered Fill	LF	1,400	$22.59	$31,626.00
13	*Optional* Construct 3-Foot Tall Earthen Berm with Compacted Engineered Fill	LF	2,200	$38.59	$84,898.00
14	*Optional* Remove, Salvage, and Replace Gabion Baskets	EA	42	$1,105.00	$46,410.00
15	*Optional* Relocate and Install K-Rail Barriers	EA	25	$364.00	$9,100.00
16	*Optional* Apply Thermoplastic Striping at Lamb Canyon Landfill	LS	1	$7,475.00	$7,475.00

(Table continued on next page.)

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
17	*Optional* Furnish and Install 24-Inch Corrugated HDPE Pipe and Accessories	LF	300	$235.00	$70,500.00
18	Excavate and Haul Sediment from Badlands SW Sedimentation Basin	CY	2,000	$40.05	$80,100.00
19	Furnish and Install Class II Base	T	90	$142.10	$12,789.00
20	Apply Thermoplastic Striping at Badlands Landfill	LF	200	$130.82	$26,164.00
21	Authorized Time and Materials	LS	1	$1,000,000.00	$1,000,000.00

For the Total Bid Proposal of: **TOTAL COST (State in Figures)** **$ 4,328,223.10**

Four million, three hundred twenty eight thousand, two hundred twenty three dollars and ten cents (Write out Total Bid Amount in Words), subject to additions and deductions as provided for in this Agreement.

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 9/20/2024 before me, Ana Patricia Flores, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Courtney Statham
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.

ANA PATRICIA FLORES
Notary Public - California
Orange County
Commission # 2454204
My Comm. Expires Jul 21, 2027

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

ATTACHMENT C
Performance and Payment Bonds

BOND NO. RCB0052222
PREMIUM: $37,215.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

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 _____ MDB GENERAL ENGINEERING, 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 ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY SANITARY LANDFILLS

("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 CONTRACTORS BONDING AND 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 FOUR MILLION THREE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY THREE AND 10/100 Dollars ($ 4,328,223.10), 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 obligations shall hold good and remain in effect for a period equal to the warranty and/or guarantee periods of the Contract, during which time Surety's obligations 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 take one of the following actions:

(1) 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) to be secured with performance and payment bonds extended by a qualified surety equivalent to the "Balance of the bonds issued on the Construction Contract and pay to the County the amount of damages in excess of the Balance of the Contract Price (as hereinafter defined) incurred by the County as a result of the Contractor Default; or

(2) Waive its right to arrange for completion of the Work and pay to the County the amount of damages in excess of the Balance of the Contract Price incurred by the County as a result of the Contractor Default, subject to the penal amount of this bond as set forth above.

If the Surety elects to complete the Contract Subject to the commitment by the County to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for (a) the responsibilities of the Contractor for correction of defective Work and completion of the Construction Contract; (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety; and (c) liquidated damages caused by delayed completion of the Work.

The term "**Balance of the Contract Price**," as used herein, 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 or deduct from payment under the terms of the Contract and Applicable Law.

If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County.

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 County, 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:

DATED: SEPTEMBER 17, 2024

Affix Seal if Corporation

MDB GENERAL ENGINEERING, INC.
(Firm Name – Contractor)

22601 LA PALMA AVENUE, SUITE 103
YORBA LINDA, CA 92887

(Business Address)

By
(Original Signature – Attached Notary's Acknowledgment)

President Treasurer
(Title)

CONTRACTORS BONDING AND INSURANCE COMPANY
(Corporation Name – Surety)

Affix Corporate Seal

P.O. BOX 3967
PEORIA, IL 61612

(Business Address)

By
(Signature – Attached Notary's Acknowledgment)
JOHN G. MALONEY, ATTORNEY-IN-FACT
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 SAN DIEGO

On 9/17/2024 *Date* before me, SANDRA FIGUEROA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared JOHN G. MALONEY *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.

SANDRA FIGUEROA
COMM. # 2334108
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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: JOHN G. MALONEY	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of December, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 4th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 17TH day of SEPTEMBER, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate 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 Orange)

On 9/20/2024 before me, Ana Patricia Flores, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Courtney Statnam
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.

ANA PATRICIA FLORES
Notary Public - California
Orange County
Commission # 2454204
My Comm. Expires Jul 21, 2027

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

CORRECTED ORIGINAL
EXECUTED DUPLICATE
BOND NO. RCB0052222
PREMIUM: $37,215.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

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 _____ MDB GENERAL ENGINEERING, 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 ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY SANITARY LANDFILLS

("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 CONTRACTORS BONDING AND 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 FOUR MILLION THREE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY THREE AND 10/100 Dollars ($ 4,328,223.10), 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 obligations shall hold good and remain in effect for a period equal to the warranty and/or guarantee periods of the Contract, during which time Surety's obligations 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 take one of the following actions:

(1) 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) to be secured with performance and payment bonds extended by a qualified surety equivalent to the "Balance of the bonds issued on the Construction Contract and pay to the County the amount of damages in excess of the Balance of the Contract Price (as hereinafter defined) incurred by the County as a result of the Contractor Default; or

(2) Waive its right to arrange for completion of the Work and pay to the County the amount of damages in excess of the Balance of the Contract Price incurred by the County as a result of the Contractor Default, subject to the penal amount of this bond as set forth above.

If the Surety elects to complete the Contract Subject to the commitment by the County to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for (a) the responsibilities of the Contractor for correction of defective Work and completion of the Construction Contract; (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety; and (c) liquidated damages caused by delayed completion of the Work.

The term "**Balance of the Contract Price**," as used herein, 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 or deduct from payment under the terms of the Contract and Applicable Law.

If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County.

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 County, 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:

DATED: SEPTEMBER 27, 2024

Affix Seal if Corporation

MDB GENERAL ENGINEERING, INC.
(Firm Name – Contractor)

22601 LA PALMA AVENUE, SUITE 103
YORBA LINDA, CA 92887

(Business Address)

By
(Original Signature – Attached Notary's Acknowledgment)

President / Treasurer
(Title)

CONTRACTORS BONDING AND INSURANCE COMPANY
(Corporation Name – Surety)

Affix Corporate Seal

P.O. BOX 3967
PEORIA, IL 61612

(Business Address)

By
(Signature – Attached Notary's Acknowledgment)
JOHN G. MALONEY, ATTORNEY-IN-FACT
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 SAN DIEGO

On 9/27/2024 *Date* before me, SANDRA FIGUEROA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared JOHN G. MALONEY *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.

SANDRA FIGUEROA
COMM. # 2499159
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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: JOHN G. MALONEY	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of December, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 4th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27TH day of SEPTEMBER, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick — Corporate Secretary

0456693020212

A0058D19

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 9/27/2024 before me, Ana Patricia Flores, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Courtney Statham
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.

ANA PATRICIA FLORES
Notary Public - California
Orange County
Commission # 2454204
My Comm. Expires Jul 21, 2027

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

CORRECTED ORIGINAL
EXECUTED DUPLICATE
BOND NO. RCB0052222
PREMIUM: $37,215.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

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 _____ MDB GENERAL ENGINEERING, 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 ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY SANITARY LANDFILLS

("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 CONTRACTORS BONDING AND 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 FOUR MILLION THREE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY THREE AND 10/100 Dollars ($ 4,328,223.10), 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 obligations shall hold good and remain in effect for a period equal to the warranty and/or guarantee periods of the Contract, during which time Surety's obligations 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 take one of the following actions:

(1) 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) to be secured with performance and payment bonds extended by a qualified surety equivalent to the "Balance of the bonds issued on the Construction Contract and pay to the County the amount of damages in excess of the Balance of the Contract Price (as hereinafter defined) incurred by the County as a result of the Contractor Default; or

(2) Waive its right to arrange for completion of the Work and pay to the County the amount of damages in excess of the Balance of the Contract Price incurred by the County as a result of the Contractor Default, subject to the penal amount of this bond as set forth above.

If the Surety elects to complete the Contract Subject to the commitment by the County to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for (a) the responsibilities of the Contractor for correction of defective Work and completion of the Construction Contract; (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety; and (c) liquidated damages caused by delayed completion of the Work.

The term "**Balance of the Contract Price**," as used herein, 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 or deduct from payment under the terms of the Contract and Applicable Law.

If the Surety does not proceed as provided above with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County.

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 County, 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:

DATED: SEPTEMBER 27, 2024

Affix Seal if Corporation

MDB GENERAL ENGINEERING, INC.
(Firm Name – Contractor)

22601 LA PALMA AVENUE, SUITE 103
YORBA LINDA, CA 92887

(Business Address)

By
(Original Signature – Attached Notary's Acknowledgment)

President / Treasurer
(Title)

CONTRACTORS BONDING AND INSURANCE COMPANY
(Corporation Name – Surety)

Affix Corporate Seal

P.O. BOX 3967
PEORIA, IL 61612

(Business Address)

By
(Signature – Attached Notary's Acknowledgment)
JOHN G. MALONEY, ATTORNEY-IN-FACT
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 SAN DIEGO

On 9/27/2024 *Date* before me, SANDRA FIGUEROA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared JOHN G. MALONEY *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.

SANDRA FIGUEROA
COMM. # 2499159
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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: JOHN G. MALONEY	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of December, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 4th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27TH day of SEPTEMBER, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

0456693020212

A0058D19

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 9/27/2024 before me, Ana Patricia Flores, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Courtney Statham
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.

ANA PATRICIA FLORES
Notary Public - California
Orange County
Commission # 2454204
My Comm. Expires Jul 21, 2027

Signature Ana Patricia Flores
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 _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____
Signer Is Representing _____	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 _____ MDB GENERAL ENGINEERING, 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 ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY SANITARY LANDFILLS

("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 CONTRACTORS BONDING AND 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 FOUR MILLION THREE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY THREE AND 10/100 Dollars ($ 4,328,223.10), 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.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Contract between Contractor and the County. Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment

Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

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:

DATED: SEPTEMBER 17, 2024

Affix Seal if Corporation

MDB GENERAL ENGINEERING, INC.
(Firm Name – Contractor)

22601 LaPalma Ave, Ste 103
Yorba Linda, CA 92887

(Business Address)

By
(Original Signature – Attached Notary's Acknowledgment)

President / Treasurer
(Title)

CONTRACTORS BONDING AND INSURANCE COMPANY
(Corporation Name – Surety)

Affix Corporate Seal

P.O. BOX 3967
PEORIA, IL 61612

(Business Address)

By
(Signature – Attached Notary's Acknowledgment)
JOHN G. MALONEY, ATTORNEY-IN-FACT

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 SAN DIEGO

On 9/17/2024 *Date* before me, SANDRA FIGUEROA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared JOHN G. MALONEY *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.

SANDRA FIGUEROA
COMM. # 2334108
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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: JOHN G. MALONEY	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of December, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 4th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 17TH day of SEPTEMBER, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate 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 Orange)

On 9/20/2024 before me, Ana Patricia Flores, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Courtney Statham
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.

ANA PATRICIA FLORES
Notary Public - California
Orange County
Commission # 2454204
My Comm. Expires Jul 21, 2027

Signature Ana Patricia Flores
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 _____

CORRECTED ORIGINAL
EXECUTED DUPLICATE
BOND NO. RCB0052222
PREMIUM INCLUDED IN PERFORMANCE BOND

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 _____ MDB GENERAL ENGINEERING, 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 ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY SANITARY LANDFILLS

("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 CONTRACTORS BONDING AND 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 FOUR MILLION THREE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY THREE AND 10/100 Dollars ($ 4,328,223.10), 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.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Contract between Contractor and the County. Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment

Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

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:

DATED: SEPTEMBER 27, 2024

Affix Seal if Corporation

MDB GENERAL ENGINEERING, INC.
(Firm Name – Contractor)

22601 LaPalma Ave, Ste 103
Yorba Linda, CA 92887

(Business Address)

By
(Original Signature – Attached Notary's Acknowledgment)

President / Treasurer
(Title)

CONTRACTORS BONDING AND INSURANCE COMPANY
(Corporation Name – Surety)

Affix Corporate Seal

P.O. BOX 3967
PEORIA, IL 61612

(Business Address)

By
(Signature – Attached Notary's Acknowledgment)
JOHN G. MALONEY, ATTORNEY-IN-FACT
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 SAN DIEGO

On 9/27/2024 *Date* before me, SANDRA FIGUEROA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared JOHN G. MALONEY *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.

SANDRA FIGUEROA
COMM. # 2499159
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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: JOHN G. MALONEY	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of December, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 4th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27TH day of SEPTEMBER, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate 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 Orange)

On 9/27/2024 before me, Ana Patricia Flores, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Courtney Statnam
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.

ANA PATRICIA FLORES
Notary Public - California
Orange County
Commission # 2454204
My Comm. Expires Jul 21, 2027

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

CORRECTED ORIGINAL
EXECUTED DUPLICATE
BOND NO. RCB0052222
PREMIUM INCLUDED IN PERFORMANCE BOND

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 _____ MDB GENERAL ENGINEERING, 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 ON-CALL SITE IMPROVEMENTS at RIVERSIDE COUNTY SANITARY LANDFILLS

("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 CONTRACTORS BONDING AND 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 FOUR MILLION THREE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY THREE AND 10/100 Dollars ($ 4,328,223.10), 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.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Contract between Contractor and the County. Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorney's fee provision contained in this Labor and Materials Payment

Bond shall not apply to the Contract. In the event there is any litigation between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.

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:

DATED: SEPTEMBER 27, 2024

Affix Seal if Corporation

MDB GENERAL ENGINEERING, INC.
(Firm Name – Contractor)

22601 LaPalma Ave, Ste 103
Yorba Linda, CA 92887

(Business Address)

By
(Original Signature – Attached Notary's Acknowledgment)

President / Treasurer
(Title)

CONTRACTORS BONDING AND INSURANCE COMPANY
(Corporation Name – Surety)

Affix Corporate Seal

P.O. BOX 3967
PEORIA, IL 61612

(Business Address)

By
(Signature – Attached Notary's Acknowledgment)
JOHN G. MALONEY, ATTORNEY-IN-FACT

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 SAN DIEGO

On 9/27/2024 *Date* before me, SANDRA FIGUEROA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared JOHN G. MALONEY *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.

SANDRA FIGUEROA
COMM. # 2499159
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
SEPTEMBER 22, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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: JOHN G. MALONEY	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of December, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 4th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27TH day of SEPTEMBER, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick — Corporate Secretary

0456693020212

A0058D19

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 9/27/2024 before me, Ana Patricia Flores, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Courtney Statham
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.

ANA PATRICIA FLORES
Notary Public - California
Orange County
Commission # 2454204
My Comm. Expires Jul 21, 2027

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

ATTACHMENT D
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2024

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
Newfront Insurance Services, LLC
450 Sansome Street
Suite 300
San Francisco CA 94111

CONTACT NAME: Veronica Murguia
PHONE (A/C, No, Ext): (415) 754-3635 FAX (A/C, No):
E-MAIL ADDRESS: veronica.murguia@newfront.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIX Specialty Insurance Company	12833
INSURER B : Nationwide Mutual Insurance Company	23787
INSURER C : State Compensation Insurance Fund	35076
INSURER D : Crum & Forster Specialty Insurance Company	44520
INSURER E :	
INSURER F :	

INSURED
MDB General Engineering, Inc.
19 Hammond Ste 512
Irvine CA 92618

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	L13 J420940 01	06/02/2024	06/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	ACP BA 023059454597	08/16/2024	08/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			L13 J420942-01	06/02/2024	06/02/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	9303723-24	08/14/2024	08/14/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			SEO-132390	09/19/2024	06/02/2025	Limit	5,000,000

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

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES is named as Additional Insured to the General Liability per attached CG 20 10 04 13 and CG 20 37 04 13 endorsements. Primary and noncontributory coverage applies to General Liability per attached CG 20 01 04 13 endorsement. Waiver of subrogation applies with respect to General Liability and Worker's Compensation per attached CG 24 04 12 19 & 10217 (REV.4-2018) endorsements. Wrap-Up Exclusion applies per attached CG 21 54 12 19 endorsement. Per Project general aggregate limit applies per attached 801-0004 06 13 endorsement. Additional Insured and Waiver of Subrogation applies to Auto Liability per attached NCA 70 04 01 18 endorsement. All endorsements are per written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT) SUBJECT TO THE MAXIMUM POLICY AGGREGATE LIMIT EXCEPT FOR DAMAGES INCLUDED IN THE PRODUCTS COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Maximum Policy Aggregate Limit: $ 5,000,000

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

Subject to the Maximum Policy Aggregate Limit shown in the Schedule above, the General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you. The Maximum Policy Aggregate Limit shown in the Schedule above is the most we will pay for the sum of:

a. Medical expenses Under Coverage **C**;

b. Damages under Coverage **A,** except damages because of "Bodily Injury" or "Property Damage" included in the "Products-Completed Operations Hazard"; and

c. Damages under Coverage **B** regardless of the number of your projects.

The Maximum Policy Aggregate Limit shown above is also subject to Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s):
Any project and its respective location covered by a controlled insurance program and in which the insured is enrolled in the program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

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

1. Arising out of your ongoing operations; or

2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

a. Provides coverage identical to that provided by this Coverage Part;

b. Has limits adequate to cover all claims; or

c. Remains in effect.

B. The following definition is added to the **Definitions** section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

ENDORSEMENT AGREEMENT

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

WAIVER OF SUBROGATION
BLANKET BASIS

REP D1
9303723-24
RENEWAL
NA
9-16-05-76

EFFECTIVE AUGUST 14, 2024 AT 12.01 A.M.
AND EXPIRING AUGUST 14, 2025 AT 12.01 A.M.

MDB, INC.
19 HAMMOND STE 512
IRVINE, CA 92618

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 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 19, 2024

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

A. Effect of This Endorsement
B. Temporary Substitute Autos – Physical Damage Coverage
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Prejudgment Interest Coverage
F. Personal Effects and Property of Others Extension
G. Expanded Towing Coverage
H. Expanded Transortation Expense
I. Extra Expense – Stolen Autos
J. Emergency Lockout
K. Transfer Of Rights Of Recovery Against Others To Us
L. Section IV – Business Auto Conditions - Notice of Knowledge of Occurrence

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. **TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the – COVERED AUTOS SECTION:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

C. **EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. **ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Autos Liability Coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. **PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II - COVERED AUTOS LIABILITY COVERAGE, Supplementary Payments under item:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

F. **PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The. Care, Custody or Control Exclusion of the SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

   c. We will pay up to $500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

G. **EXPANDED TOWING COVERAGE**

1. We will pay up to:

   a. $100 for a covered "auto" you own of the private passenger type; or

   b. $250 for a covered "auto" you own that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the

labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

H. **EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss"

I. **EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions. of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

J. **EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES**

We will reimburse you up to $75 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto" ; or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

K. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

L. **NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
   a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
      (1) You, if you are an individual;
      (2) A partner, if you are a partnership;
      (3) A member, if you are a limited liability company; or
      (4) An executive officer or insurance manager, if you are a corporation.
   b. Your obligation in the. Duties in the Event of Accident,d Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
      (1) You, if you are an individual;
      (2) A partner, if you are a partnership;
      (3) A member, if you are a limited liability company; or
      (4) An executive officer or insurance manager, if you are a corporation.

All terms and conditions of this policy apply unless modified by this endorsement.

MACDADB-01 TACEVEDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/19/2024

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 License # 0M63276
Gallant Risk and Insurance Services, LLC
4160 Temescal Canyon Rd. Suite 214
Corona, CA 92883

CONTACT NAME:
PHONE (A/C, No, Ext): (951) 368-0700 FAX (A/C, No): (951) 368-0707
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Ohio Casualty Insurance Company	24074
INSURER B : Accelerant Specialty Insurance Company	16890
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MDB General Engineering, Inc.
19 Hammond, Suite 512
Irvine, CA 92618

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			BMO59750207	10/3/2023	10/3/2024	Rented/Leased	250,000
B	Pollution Liability	X	X	S0073GL002270-00	7/3/2024	12/7/2025	Per Occ/Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Riverside, the County Department of Waste Resources, the Board of Supervisors and each member thereof, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives are included as additional insureds. Waiver of Subrogation applies.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Tina Scott

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED SCHEDULE – SPECIFIC COVERAGES

This Endorsement modifies the coverage form as per the following:

It is hereby agreed that:

The **Scheduled Insured(s)** listed below are vicariously liable for **Pollution Loss** or **Remediation Expense** to which this Policy applies as a result operations performed by or on behalf of an **Insured,** but solely with respect to liability arising out of **Claims** or **Remediation Expense** reported by an **Insured** for:

1. the performance by or on behalf of the **Named Insured** of **Contracting Operations**, **Completed Operations** or **Transportation**; or

2. **Pollution Loss** arising from a **Pollution Condition** on, at, under or migrating beyond the legal boundaries from a **Non-Owned Disposal Site**; or

3. their ownership, use, operation, or financing of **Your Location**.

Scheduled Insured(s)
TBD

The **Scheduled Insured(s)** shall not be afforded any Coverage under this Policy for any **Claim** based upon or arising out of the negligence, strict liability or acts, errors or omissions of such **Scheduled Insured**.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY FOR SCHEDULED ENTITY

This Endorsement modifies the coverage form as per the following:

It is hereby agreed that, solely with respect to those persons, entities or organizations listed in the Schedule below, SECTION IX -GENERAL CONDITIONS, K. Other Insurance is deleted and replaced by the following:

Other Insurance

This Policy is primary and non-contributory with other valid and collectable insurance available to the entity(ies) scheduled below.

For purposes of this provision, other valid and collectable insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **Insured** for liability.

SCHEDULE

Schedule or Persons, Firms or Organizations
C.W. Driver, LLC and any other person or organization as required by written contract RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES 14310 Frederick Street Moreno Valley, CA 92553

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION – SCHEDULED ENTITIES

This Endorsement modifies the coverage form as per the following:

It is hereby agreed that, solely with respect to the scheduled persons, firms, or organizations listed in the Schedule below, SECTION IX – GENERAL CONDITIONS, O. Subrogation is deleted and replaced by the following:

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no Coverage exists and/or be subrogated to all of your rights of recovery against any individual or entity and you will execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall not waive or prejudice such rights subsequent to when a **Claim** is first made or when the **Insured** discovers **Pollution Condition**

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy, then to us to the extent of our payment under this Policy, and then to you to the extent of your payment of the Retention. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you.

However, we waive our right of recovery against any person, firm, or organization listed in the Schedule below, except for a **Professional Subconsultant** or **Subcontractor**, as referenced in SECTION I - INSURING AGREEMENTS, Subsection A.6. Pollution Protective Loss Coverage and Subsection B. 3. Professional Protective Loss Coverage, if and to the extent you agreed to waive your right of recovery against such person, firm, or organization in a written agreement signed by the **Named Insured** prior to:

1. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, Subsection A. Contractors Pollution Coverages; or

2. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, Subsection B. Professional Coverages.

SCHEDULE

Schedule or Persons, Firms or Organizations
C.W. Driver, LLC and any other person or organization as required by written contract. RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES 14310 Frederick Street Moreno Valley, CA 92553

All other policy terms and conditions remain unchanged.

ATTACHMENT E
Workers' Compensation
Contractor Certificate

WORKERS' COMPENSATION CONTRACTOR CERTIFICATE

(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

(c) For any county, city, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers' Compensation Claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer Workers' Compensation Claims properly, and to pay Workers' Compensation Claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers' Compensation Claims. The certificate shall be issued and be subject to the provisions of Section 3702.

Labor Code Section 1861 requires each Contractor to whom a Public Works Contract is awarded shall sign and file with the County the following certification prior to performing the Work of the Public Works construction Contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

By signing this certification, the Contractor understands the requirements of and agrees to comply with the aforementioned requirements.

Name of Contractor: MDB General Engineering, Inc

By: [signature]

Date: 09/20/2024

Title: President

ATTACHMENT F
Declaration of
Sufficiency of Funds

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of MDB General Engineering, Inc. ("Contractor") with authority to make the statements contained in this Declaration on behalf of Contractor, hereby declare the following:

1. The Contractor's employer identification number for state tax purposes is:

   83-3327269.

2. The Contractor's Workers' Compensation insurance policy number is:

   9303723-24,

   and the name, address, and telephone number of the insurance carrier providing said insurance is:

   State Compensation Insurance Fund

   PO Box 51092, Los Angeles, CA 90051-5392

3. The following information is provided concerning any and all vehicles that are owned by the Contractor and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Contractor's Bid
   [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle. Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
1004	61333J3	ACP BA 023059454597	Nationwide Mutual Insurance Co 777 Mariners Island Blvd, Ste 250
1005	95889E3	ACP BA 023059454597	San Mateo, CA 94404-5008 415-754-3635
1006	34677N3	ACP BA 023059454597	↓
1002	57409H3	ACP BA 023059454597	↓

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Contractor's Bid
   [If no such housing will be provided, enter "none"]:

   N/A

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Contractor's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages
15-20, depending on Actual Work Performed	Approximately $1,000,000 to $1,200,000, depending on Actual Work Performed	11/1/2024 - 05/31/2026

6. Check only one of the following boxes, as applicable:

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

☒ The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Contractor's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent Contractors to perform the Work of the Project that is the subject of the Contractor's Bid (together with their known, current local, state, and federal Contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

List of Independent Contractors	Current Local, State and Federal Contractor License Identification Number
ABC Resources	CA CSLB #538680

8. Check only one of the following boxes, as applicable:

☒ The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.

☐ The actual number of independent Contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent Contractors declared therein is based on the Contractor's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the County of Riverside by Contractor in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 09/20/2024 day of September, in the year 2024 at Yorba Linda, California.

(Signature)

Courtney Statham
Print Name of Signer:

MDB General Engineering, Inc.
Print Name of Contractor: