

**CITY MANAGER'S REPORT****March 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVAL OF ADDITIONAL INDUSTRIAL SOLID WASTE LICENSES FOR RA RA TRUCKING, INC., CALIFORNIA MATERIALS, INC., AND CAL-WASTE RECOVERY SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24**

**RECOMMENDATION:** **1. Adopt a Resolution to Approve Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for the Remainder of Fiscal Year 2023-24**  
**2. Adopt a Resolution to Approve Annual Industrial Solid Waste License for California Materials, Inc., for the Remainder of Fiscal Year 2023-24**  
**3. Adopt a Resolution to Approve Annual Industrial Solid Waste License for Cal-Waste Recovery Systems, for the Remainder of Fiscal Year 2023-24**

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**SUMMARY:**

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management. The process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices.

In an effort to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License. The City's current industrial solid waste haulers are Delta Container Corporation (subsidiary of Allied Waste of San Joaquin County dba Republic Services, Inc.), Stockton Scavengers, Ground Force Enterprises, and Tony and Sons Trucking. Staff requests the approval of additional annual industrial solid waste licenses for Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems for the remainder of fiscal year 2023-24.

**BACKGROUND:**

Lathrop Municipal Code 8.16.140, Section (A) requires any company who collects and removes industrial solid waste within the City of Lathrop to apply annually for an industrial solid waste removal license.

**March 11, 2024 CITY COUNCIL REGULAR MEETING****APPROVAL OF ADDITIONAL INDUSTRIAL SOLID WASTE LICENSES FOR RA RA TRUCKING, INC., CALIFORNIA MATERIALS, INC., AND CAL-WASTE RECOVERY SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24**

Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems will be required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems have submitted their annual license application, fee, bonds, insurance, locations serviced, and their financial status report.

**REASON FOR RECOMMENDATION:**

To continue our efforts to meet the terms of the AB939 legislation, and continue implementing plans for source reduction, reuse, and recycling as part of our integrated waste management practices, staff recommends that City Council approve Industrial Solid Waste Removal Licenses for Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems.

**FISCAL IMPACT:**

Revenue received from these companies will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

The license administration fees in the amount of ninety-two dollars (\$92) received from these companies will be deposited into Parks and Recreation account number 1010-30-01-341-01-01.

The annual license fee in the amount of two thousand five hundred dollars (\$2,500) received from these companies will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

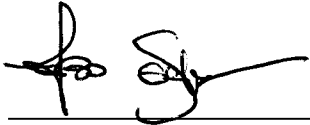
**ATTACHMENTS:**

- A. Resolution to Approve Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for the Remainder of Fiscal Year 2023-24
- B. Resolution to Approve Annual Industrial Solid Waste License for California Materials, Inc., for the Remainder of Fiscal Year 2023-24
- C. Resolution to Approve Annual Industrial Solid Waste License for Cal-Waste Recycling Systems for the Remainder of Fiscal Year 2023-24
- D. Industrial Refuse Collection Application from Ra Ra Trucking, Inc.
- E. Industrial Refuse Collection Application from California Materials, Inc.
- F. Industrial Refuse Collection Application from Cal-Waste Recycling Systems

March 11, 2024 CITY COUNCIL REGULAR MEETING

APPROVAL OF ADDITIONAL INDUSTRIAL SOLID WASTE LICENSES FOR RA  
RA TRUCKING, INC., CALIFORNIA MATERIALS, INC., AND CAL-WASTE  
RECOVERY SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24

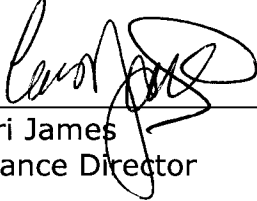
**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director of Parks and Recreation

3.5.2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Cari James  
Finance Director

3/5/2024

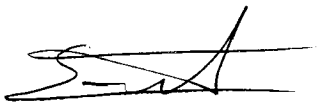
\_\_\_\_\_  
Date



\_\_\_\_\_  
Michael King  
Assistant City Manager

3.5.2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Salvador Navarrete  
City Attorney

3.5.2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

FOR

3.6.2024

\_\_\_\_\_  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR RA RA TRUCKING, INC. FOR THE REMAINDER OF FISCAL YEAR 2023-24**

**WHEREAS**, Lathrop Municipal Code 8.16.140, Section (A) requires any company which collects and removes industrial solid waste within the City of Lathrop to annually apply for an industrial solid waste removal license; and

**WHEREAS**, the City's current haulers are Delta Container Corporation, Ground Force Enterprises, Stockton Scavengers, and Tony and Sons Trucking; and

**WHEREAS**, Staff requests the additional approval of the annual industrial solid waste license for Ra Ra Trucking, Inc.; and

**WHEREAS**, Ra Ra Trucking, Inc. will be required to pay an annual license fee in the amount of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140; and

**WHEREAS**, to continue our efforts to meet the terms of the AB939 legislation and continue implementing plans for source reduction, reuse, and recycling as part of their integrated solid waste management practices, staff recommends that City Council approve the Industrial Solid Waste Removal License for Ra Ra Trucking, Inc.; and

**WHEREAS**, the following monies received from this company will be deposited as follows:

- Annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for the remainder of FY 23-24 with Ra Ra Trucking, Inc.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

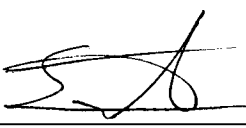
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR CALIFORNIA MATERIALS, INC. FOR THE REMAINDER OF FISCAL YEAR 2023-24**

**WHEREAS**, Lathrop Municipal Code 8.16.140, Section (A) requires any company which collects and removes industrial solid waste within the City of Lathrop to annually apply for an industrial solid waste removal license; and

**WHEREAS**, the City's current haulers are Delta Container Corporation, Ground Force Enterprises, Stockton Scavengers, and Tony and Sons Trucking; and

**WHEREAS**, Staff requests the additional approval of the annual industrial solid waste license for California Materials, Inc.; and

**WHEREAS**, California Materials, Inc. will be required to pay an annual license fee in the amount of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140; and

**WHEREAS**, to continue our efforts to meet the terms of the AB939 legislation and continue implementing plans for source reduction, reuse, and recycling as part of their integrated solid waste management practices, staff recommends that City Council approve the Industrial Solid Waste Removal License for California Materials, Inc.; and

**WHEREAS**, the following monies received from this company will be deposited as follows:

- Annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for the remainder of FY 23-24 with California Materials, Inc.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR CAL-WASTE RECYCLING SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24**

**WHEREAS**, Lathrop Municipal Code 8.16.140, Section (A) requires any company which collects and removes industrial solid waste within the City of Lathrop to annually apply for an industrial solid waste removal license; and

**WHEREAS**, the City's current haulers are Delta Container Corporation, Ground Force Enterprises, Stockton Scavengers, and Tony and Sons Trucking; and

**WHEREAS**, Staff requests the additional approval of the annual industrial solid waste license for Cal-Waste Recycling Systems; and

**WHEREAS**, Cal-Waste Recycling Systems will be required to pay an annual license fee in the amount of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140; and

**WHEREAS**, to continue our efforts to meet the terms of the AB939 legislation and continue implementing plans for source reduction, reuse, and recycling as part of their integrated solid waste management practices, staff recommends that City Council approve the Industrial Solid Waste Removal License for Cal-Waste Recycling Systems; and

**WHEREAS**, the following monies received from this company will be deposited as follows:

- Annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for the remainder of FY 23-24 with Cal-Waste Recycling Systems.



The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

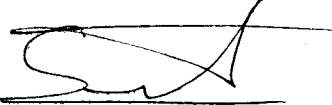
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

-D-

Parks and Recreation Department

390 Towne Centre Drive, Lathrop, CA 95330

Phone (209) 941-7370

www.ci.lathrop.ca.us

## INDUSTRIAL REFUSE COLLECTION LICENSE APPLICATION

COMPANY NAME: RARA Trucking, Inc.

ADDRESS: 210 Umbarger Rd. San Jose, CA 95111

PHONE/FAX: 669-233-6489 / 408-516-5953

EMAIL: rara\_trucking@yahoo.com, susana.rivas@raratrucking.com

*The following license requirements are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.140 Industrial Solid Waste Removal – License Required.*

	<b>CHECK IF ENCLOSED</b>
PROPOSED CUSTOMERS LIST (Names and Addresses):	<u>X</u>
SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY (See Municipal Code section 8.16.140.2):	<u>X</u>
NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT (Must be in compliance with all applicable air pollution control laws):	<u>X</u>
ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000) - <b>OR-</b> MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT (The applicant shall provide proof of financial ability to provide service contemplated by the application)	<u>X</u>
INSURANCE CERTIFICATE NAMING THE CITY, ITS OFFICES AND EMPLOYEES AS AN ADDITIONAL INSURED (See Municipal Code section 8.16.140.1 for Insurance Requirements):	<u>X</u>
LICENSE FEE ENCLOSED (\$2,500)	<u>X</u>
ADMINISTRATION FEE (\$92)	<u>X</u>



Parks and Recreation Department

390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

TYPE OF WASTE REMOVAL SERVICE:

Transportation of solid waste - crashed wood, scrap metal, cardboard

*The following definitions are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.010 "Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries and publicly operated treatment works.*

**APPLICANT SIGNATURES:**

*Raul Rivas*

SIGNATURE

01/26/2024

DATE

Raul A Rivas

PRINT NAME

President

TITLE

**PROCESSED BY:**

*Melissa Stathakopoulos*

MELISSA STATHAKOPOULOS  
MANAGER  
PARKS AND RECREATION DEPARTMENT

3.6.24

DATE

**APPROVED BY:**

*Todd Sebastian*

TODD SEBASTIAN  
DIRECTOR  
PARKS, RECREATION & FLEET SERVICES

3/6/24

DATE

## Tesla, Inc. Master Services Agreement

This Master Services Agreement (“*MSA*”) is entered into by and between Tesla, Inc., a Delaware corporation with offices at 3500 Deer Creek Road, Palo Alto, California, 94304 (“*Tesla*”) and the service provider identified below (“*Supplier*”) effective as of the date signed below by Tesla and govern Supplier’s performance, and Tesla’s purchase, of services.

### 1. THE SERVICES

**1.1** Authorization of Services. The “*Services*” are the following, as they may be supplemented, modified or replaced during the Term: (a) the functions described in an Agreement as functions for which Supplier is responsible; and (b) any functions related to the foregoing that are not specifically described in an Agreement but are required for the provision of the Services thereunder. Supplier shall provide, and Tesla and/or its Affiliates may purchase, Services pursuant to an Approved Work Order using the form attached hereto as Schedule A. Supplier shall not perform any Services until Tesla and/or its Affiliate issues a Purchase Order which incorporates the terms of the applicable Approved Work Order. Upon Supplier’s acceptance of such Purchase Order, the terms of the applicable Approved Work Order, together with the terms in the other Agreement Documents, will become a binding agreement (an “*Agreement*”) between Supplier and Tesla and/or its Affiliate.

**1.2** Obligation to Provide the Services, Generally. Starting on the Effective Date, or any later date that may be specified in writing for any specific Services, and continuing during the Term, Supplier will perform the Services in accordance with the terms of the Agreement. The Services may be received by Tesla, any of Tesla’s Affiliates, and any third party supplier or business partner of Tesla (each, a “*Service Recipient*”).

**1.3** Services Not Exclusive. Supplier is a non-exclusive provider of Services. Tesla and its Affiliates have no obligation to order or purchase any Services. The extent and quantity of Services purchased shall be determined by Tesla. Tesla may purchase from any third party services that are identical or similar to the Services described in the Agreement. Supplier will cooperate and coordinate with Tesla or any other service providers selected by Tesla as reasonably required for Tesla or the service provider to perform services for which it is responsible.

**1.4** Relationship of the Parties. Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Tesla or any Affiliate of Tesla. Nothing in this MSA or any Agreement shall be deemed to create a joint venture or partnership between Supplier and Tesla or any of Tesla’s Affiliates. Supplier has the sole right and obligation to supervise, manage, and direct all work to be performed by Supplier Personnel under the Agreement. Supplier has no authority to represent or bind Tesla.

### 2. PERFORMANCE

**2.1** Time of Performance. Supplier will complete all Services diligently, in a timely manner, and in accordance with the time schedules set forth in the Agreement. Time is of the essence with respect to the provision of Services. Supplier will promptly notify Tesla in writing upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely completion of any Services. Supplier will use Commercially Reasonable Efforts to avoid or minimize any delays in performance and will inform Tesla of (a) the steps Supplier is taking or will take to do so and (b) the projected completion time.

**2.2** Manner of Performance. Supplier will perform the Services at the Tesla Facilities listed or described in the Agreement. Supplier will manage and successfully perform, complete and deliver the Services in accordance with the Agreement. In cases where the Agreement does not prescribe or otherwise regulate the manner of Supplier’s performance of the Services, Supplier will render the Services in accordance with Supplier’s prevailing practices, which will not be less favorable to Tesla than the established best practices followed by the leading providers of similar services.

**2.3** Responsibility for Supplying Certain Resources. The Agreement will define each Party’s responsibility (including financial responsibility) for providing equipment, facilities, third-party services and other resources expected to be required for the Services. If Tesla has financial responsibility for any resource that is acquired by Supplier on Tesla’s behalf under an Agreement, Supplier will obtain Tesla’s prior written approval of the terms on which the resource is to be acquired, including the terms of any associated contract.

**2.4** Performance Criteria. Supplier’s performance of the Services will be measured as specified in the Agreement. The Charges may be subject to adjustment based on the assessment of its performance to the extent provided in the Agreement.

**2.5** Acceptance Tests. If and to the extent set forth in the Agreement, the Services will be subject to acceptance tests which are reasonably specified by Tesla and/or mutually agreed in writing by the Parties. Supplier will notify Tesla in writing when it believes the Services are ready for acceptance testing and shall assist Tesla in performing such tests. Tesla shall determine whether the Services have passed the applicable acceptance tests and notify Supplier of its determination. If Tesla determines that the Services have not passed the acceptance tests, Supplier shall have fifteen (15) days (or such longer period as the Parties may agree) to resubmit such Services for acceptance testing. Tesla shall not be liable, and Supplier shall not invoice Tesla, for any Services which have not passed the applicable acceptance tests.

**2.6** Reporting. If required by Tesla, on or before the fifteenth (15<sup>th</sup>) day of each month during the Term, Supplier shall provide a written progress report detailing (a) Supplier's activities and performance against any Service Levels in the preceding month, (b) progress towards milestones, and (c) any actual or anticipated delays that might affect completion of Services in accordance with the applicable project plan or timeline under the Agreement.

**2.7** Compliance with Laws and Tesla Policies.

(a) Supplier will, at its cost and expense, obtain all necessary regulatory approvals, licenses, and permits (collectively, "**Permits**") applicable to its business and comply with all Laws applicable to its business or the performance of its obligations under each Agreement, as such Laws may be revised from time to time. Supplier shall provide copies of any such Permits at Tesla's request. To the extent Supplier (or any of its subcontractors) makes payments to any government official or any other person under an Agreement on behalf of Tesla, Supplier will maintain true, accurate and complete books and records concerning any such payments, including the purpose of each transaction.

(b) Supplier will comply with, and perform the Services in compliance with, all Laws pertaining to: (i) occupational safety and health; (ii) protection of persons and property from death, injury or damage; (iii) the environment and the use, handling, storage, labeling and disposal of toxic or hazardous materials; (iv) labor and employment, including equal employment opportunity; (v) tax; (vi) workmen's compensation and unemployment insurance, (vii) money laundering, anti-terrorism, trade embargos, and economic sanctions; and (viii) to the extent relevant to Supplier's performance of Services, Laws with respect to (a) data privacy, data protection, and consumer privacy and (b) anti-bribery and anti-corruption.

(c) To the extent not prohibited by Law, Supplier will promptly notify Tesla in writing of any investigation or inquiry into whether Supplier (or any of its subcontractors) is charged with failing to comply with any Laws that may or will impact, or are otherwise applicable to, Supplier's performance under an Agreement.

(d) Supplier will comply with any Tesla policies, standards, rules, and procedures (collectively, "**Tesla Policies**") applicable to performance of the Services or the Tesla Facility that are disclosed to Supplier in writing, as such Tesla Policies may be revised from time to time.

**2.8** Suspension of Performance. Tesla may, at any time, direct Supplier to suspend all or any part of the work for not more than 180 days. In the event of a suspension, Tesla may, in its sole discretion, reimburse Supplier for reasonable and actual additional costs incurred solely and directly as a result of the suspension, provided that a detailed claim with supporting documentation of such costs is submitted to Tesla within 30 days after the end of the suspension. Supplier agrees to provide Tesla a good faith estimate of its suspension costs upon request.

**2.9** Corrective Action. With reference to Section 2.4 (Performance Criteria), if Supplier fails to meet one or more performance criteria with respect to the Services, Supplier will: (i) promptly investigate and report on the root cause of the problem; (ii) remedy the cause of the failure and resume meeting the affected performance criteria; (iii) implement and notify Tesla of measures taken by Supplier to prevent recurrences if the failure is otherwise likely to recur; and (iv) make written recommendations to Tesla for improvements in procedures.

### **3. SUPPLIER PERSONNEL AND SUBCONTRACTING**

**3.1** General Requirements for Supplier Personnel.

(a) Supplier will assign an adequate number of Supplier Personnel to perform the Services who are properly educated, trained, familiar with and fully qualified for the Services they are assigned to perform (including, without limitation, licensed in the relevant regions to provide work that requires a license). Supplier will assign sufficient supervisory personnel to provide adequate liaison with Tesla. Supplier will manage, supervise and provide direction to Supplier Personnel and cause them to comply with the obligations and restrictions applicable to Supplier under the Agreement. Supplier is responsible for the acts and omissions of Supplier Personnel under or relating to each Agreement. Supplier is responsible for validating the identity of and ensuring that Supplier Personnel assigned to

perform Services (i) have the legal right to work in the country(ies) in which they are assigned to work, and (ii) conform to all applicable Tesla Policies with respect to personal and professional conduct (including the wearing of an identification badge and adhering to general safety, dress, behavior, and security practices).

(b) Prior to assigning any Supplier Personnel to perform any Services, Supplier shall perform background checks of the personnel. Such background checks may have been performed as part of Supplier's standard pre-employment screening process and will, to the extent permitted by applicable Law, include the following: (i) education verification; (ii) prior employment verification for all employees; (iii) social security verification; and (iv) felony and misdemeanor criminal checks. Tesla may require Supplier to provide written evidence of successful background checks on Supplier Personnel at any time. Unless prohibited by law, Supplier may not assign any person to perform Services for Tesla who was convicted of a crime without Tesla's prior written consent.

**3.2** Key Supplier Positions. "**Key Supplier Positions**" means those positions designated as such in the applicable Agreement. Supplier will cause each of the Supplier Personnel filling the Key Supplier Positions to devote substantially full time and effort to the provision of the Services during the period of assignment. The appointment, removal and replacement of any person to a Key Supplier Position may only be made with Tesla's prior written approval, which will not be unreasonably withheld.

**3.3** Approval and Removal of Supplier Personnel. Tesla may approve all Supplier Personnel assigned to perform Services that are charged on a time and materials basis. Tesla may require Supplier to replace any Supplier Personnel whose performance, in Tesla's reasonable judgment, has been unsatisfactory. Supplier will be liable for any expenses associated with the replacement of any Supplier Personnel under this Section.

**3.4** Subcontracting.

(a) Subject to Section 3.4(b), Supplier may not subcontract or delegate the performance of any part of the Services without Tesla's prior written consent, which Tesla may withhold in its sole discretion. If Tesla approves a subcontractor that is an Affiliate of Supplier, such approval is subject to the subcontractor remaining an Affiliate of Supplier. Tesla may require Supplier to replace any previously approved subcontractor whose performance, in the reasonable judgment of Tesla, has been unacceptable. Supplier is responsible for managing all subcontractors and is responsible for all subcontractors to the same extent as if the subcontracted Services were retained by Supplier. Supplier will be Tesla's sole point of contact regarding the Services and all subcontracted Services, including for payment. Supplier shall include in subcontracts any provisions of the Agreement that may be applicable to performance of the subcontract and all other provisions intended for the protection of Tesla.

(b) Supplier may, in the ordinary course of business, utilize third party services or products that are not dedicated to performance of Services for Tesla and that are not material to any particular function constituting a part of the Services. Supplier may also engage individual independent contractors to supplement its employee workforce. Such arrangements do not constitute Subcontracting for the purposes of this Section. Supplier will nevertheless be responsible for such parties.

**4. CHARGES**

**4.1** Charges, Generally. The Agreement sets forth (or will set forth) the unit rates and charges payable to Supplier for performing the Services and the associated invoicing and payment procedures and terms thereunder (collectively, the "**Charges**"). Tesla will not be required to pay Supplier any amounts under an Agreement other than the Charges payable to Supplier under, and calculated in accordance with, the Agreement.

**4.2** Invoicing.

(a) Supplier shall submit invoices to the Tesla entity which entered into the Agreement on a monthly basis in accordance with the method of electronic communication specified by such Tesla entity. All invoices must reference the Agreement/release number (where applicable), contain an itemization of amounts for Services rendered during the applicable invoice period (including, if applicable and requested by Tesla, a separate break-down of charges for goods and services used by Supplier in performance of the Services, and detailed time card entries with respect to Services that are charged on a time & materials basis), and must comply with the provisions of the Agreement and such other reasonable requirements as may be prescribed by Tesla and/or its Affiliate from time to time. All invoices and payments will be in local currency of the country in which the Service Recipients receive the Services.

(b) Payment of Supplier's invoices shall be due within 60 days of receipt of each invoice by Tesla or its Affiliate; provided, however, that (i) Tesla or its Affiliate may withhold payment of any invoiced charges that Tesla disputes in good faith; (ii) payment of any Charges shall not be deemed an approval of such Charges, and Tesla may later dispute

such Charges; and (iii) payment of Charges shall not relieve Supplier of any of its warranties or other obligations under the Agreement. The Parties shall work in good faith to resolve any disputed Charges.

(c) If Supplier owes Tesla a credit or other amount under the Agreement (e.g., for delay or failure to achieve a milestone), Supplier will pay that amount by check or wire transfer within 45 days.

(d) Charges, if any, that Supplier fails to invoice to Tesla within 120 days of the date that such Charges should have been billed to Tesla will not be payable by Tesla. In the case of third party charges for which Tesla is responsible for paying or reimbursing Supplier, the 120-day period will not begin to run until Supplier has been invoiced for such charges by the applicable third party.

#### **4.3 Incidental and Out-of-Pocket Expenses.**

(a) Unless expressly provided otherwise in an Agreement, Tesla is not responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provisions of the Services, including travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("*Incidental Expenses*"). To the extent that an Agreement requires Tesla to reimburse Supplier for Incidental Expenses, Tesla is not responsible for any such reimbursement unless the expenses are (i) approved in writing, in each instance, in advance by Tesla; (ii) substantiated by appropriate receipts and related documentation; and (iii) in compliance with Tesla's corporate travel policies and procedures, as amended from time to time in Tesla's sole discretion. In no event will Tesla be liable for payment of any Incidental Expenses that exceed Supplier's total fees under an Agreement by 10% or more.

(b) "*Out-of-Pocket Supply Expenses*" are the reasonable, demonstrable and actual out-of-pocket expenses incurred by Supplier for equipment, materials, or supplies required for performance of the Services and specified in writing by Tesla as reimbursable, and "*Out-of-Pocket Service Expenses*" are the reasonable, demonstrable and actual out-of-pocket expenses incurred by Supplier for services (such as with tier 2 service providers) required for performance of the Services and specified in writing by Tesla as reimbursable ("*Out-of-Pocket Expenses*" refers collectively to Out-of-Pocket Supply Expenses and Out-of-Pocket Service Expenses). Out-of-Pocket Expenses are to be determined net of all rebates, discounts and allowances received by Supplier, and shall not include Supplier's actual or allocated overhead costs, administrative expenses or other mark-ups.

#### **4.4 Taxes.**

(a) This Section 4.4 sets forth the allocation of responsibility between the Parties for taxes arising out of or in relation to an Agreement. Except as otherwise expressly provided in this Section 4.4, each Party remains solely responsible for taxes imposed or assessed on such Party and its Affiliates (or their activities), including taxes assessed on such Party's and its Affiliates' (i) property, franchise, income, and business and occupational taxes (or similar in nature) on its business activities, and (ii) for employer-related taxes with respect to its personnel (e.g. employee taxes, workers compensation and unemployment insurance). Each Party agrees to reasonably cooperate with the other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

(b) The only taxes for which Tesla will be responsible for paying Supplier are the Service-Related Taxes applicable to the Services under an Agreement. Any Service-Related Tax Supplier is responsible for collecting from Tesla and paying to the applicable tax authority will be paid by Tesla on a pass-through expense basis (i.e., at Supplier's actual direct cost, without any uplift or other mark-up). If Tesla is exempt from any Service-Related Tax, it will provide Supplier with a copy of the applicable tax exemption certificate, and Supplier will not bill, charge, or credit Tesla for such tax.

(c) Supplier's invoices shall: (i) include any Service-Related Taxes; (ii) include a breakout between taxable and non-taxable Charges; and (iii) show the tax rate, the value against which the tax rate is applied, and the total amount of tax due. All invoices must comply with local invoice requirements. If Supplier is responsible for failing to invoice Tesla for applicable Service-Related Taxes or failing to pay such taxes to the applicable taxing authorities in a timely manner, Supplier will have financial responsibility for the uncharged or unpaid Service-Related Taxes and any associated penalties and interest.

(d) Withholding Taxes. If laws, rules or regulations require the withholding of income taxes or other taxes imposed upon payments set forth in this Section 4, Tesla shall make such withholding payments as required and subtract such withholding payments from the payments. Tesla shall submit appropriate proof of payment of the withholding taxes to the Supplier within a reasonable period of time. At the request of Supplier, Tesla shall give Supplier such reasonable assistance, which shall include the provision of appropriate certificates of such deductions made together with other supporting documentation as may be required by the relevant tax authority, to enable

Supplier to claim exemption from such withholding or other tax imposed or obtain a repayment thereof or reduction thereof and shall upon request provide such additional documentation from time to time as is reasonably required to confirm the payment of tax.

## 5. TESLA RESPONSIBILITIES

**5.1** Tesla Responsibilities, Generally. To facilitate Supplier's performance of the Services, Tesla will, at its own cost and expense, perform those tasks and fulfill those responsibilities of Tesla as set forth in the Agreement ("*Tesla Responsibilities*"). Supplier's performance of the Services may be dependent in some circumstances on Tesla's timely and effective performance of the Tesla Responsibilities and timely decisions and approvals by Tesla.

**5.2** Savings Clause. Tesla's failure to perform any of the Tesla Responsibilities (or cause them to be performed) will not constitute grounds for termination by Supplier except as provided in Section 8.4 (Termination by Supplier); provided, however, that Supplier's nonperformance of its obligations under an Agreement will be excused if and to the extent (i) such nonperformance results from Tesla's failure to perform any Tesla Responsibilities, and (ii) Supplier provides Tesla with reasonable notice of such nonperformance and, if requested by Tesla, uses Commercially Reasonable Efforts to perform notwithstanding Tesla's failure to perform. If Supplier's use of Commercially Reasonable Efforts to perform in such a circumstance would cause Supplier to incur significant uncompensated expenses, Supplier may notify Tesla. In that case, Supplier's obligation to continue its efforts to work around Tesla's failure to perform will be subject to Tesla agreeing to reimburse Supplier for its incremental uncompensated expenses.

### 5.3 Access to Tesla Systems and Facilities.

(a) From time to time and at Tesla's sole discretion, Tesla may provide Supplier with access to proprietary computer systems and technologies owned and operated by Tesla and/or its affiliates to facilitate the Services (the "*Systems*"). Supplier will only use the Systems for the business purposes of Tesla. Tesla may periodically monitor all uses of the Systems as allowed by law and review user access records maintained by Supplier. Supplier's users will have no expectation of privacy when using the Systems. Supplier shall be solely responsible for obtaining and maintaining the hardware and software it uses which are necessary to properly access the Systems and perform the Services.

(b) Tesla will provide to Supplier Personnel assigned to work at a Tesla Facility the reasonable use of the facility. The access to and use of Tesla Facilities granted hereunder does not constitute a leasehold, usufruct, or other property interest in favor of Supplier. Tesla retains all of its right, title and interest in and to the Tesla Facility. Supplier will use the Tesla Facility for the sole purpose of providing the Services. Supplier will be responsible for any damage to the Tesla Facility caused by Supplier Personnel. Supplier will permit Tesla and its agents and representatives to enter into those portions of Tesla Facility that are occupied by Supplier Personnel at any time and, when those portions of the Tesla Facility are no longer required for performance of the Services, Supplier will return them to Tesla in substantially the same condition as they were in when Supplier began use of them, subject to reasonable wear and tear.

## 6. CONFIDENTIALITY

**6.1** Confidentiality. Tesla's mutual non-disclosure agreement as of the Effective Date or, if applicable, the signed non-disclosure agreement then in effect between the Parties ("*NDA*") sets forth the Parties' respective confidentiality obligations hereunder. The NDA is hereby incorporated by reference in this MSA, and the terms and conditions of the NDA will continue in force throughout the duration of this MSA. Tesla's Confidential Information is deemed to include information relating to the research and development of products, including application and usage, methods of manufacture, methods of design, trade secrets, business plans, including current and future implementation plans or plans regarding forecasts and product roadmaps, future orders for product including specifications, quantities and timing, customers, finances and personnel data related to the business or affairs of Tesla, the existence of any relationship or business dealings between Tesla and Supplier, the existence and terms of the MSA and each Agreement, and all Intellectual Property Rights owned or separately licensed by Tesla.

**6.2** Data Security. Supplier will: (i) establish, implement and maintain commercially reasonable safeguards against the destruction, loss, alteration and unauthorized access and use of Tesla Data in the possession or control of Supplier (or its Subcontractors) that are no less rigorous than those maintained by Tesla as of the Effective Date and are no less rigorous than those maintained by Supplier for its own data of a similar nature; and (ii) comply with Tesla's information and data security policies as disclosed to Supplier from time to time. No later than the fifth day of each month, Supplier will deliver to Tesla a copy of all Tesla Data in its possession or control in the form and format requested by Tesla.



## 7. INTELLECTUAL PROPERTY RIGHTS

**7.1 Tesla Material.** “*Tesla Material*” means all information systems and technology, software, documentation, prototypes, tools, methods, forms, processes, workflows, data, compilations, designs, manuals, specifications and other material owned, licensed to, or developed by Tesla (or its Affiliates) that is made available to Supplier Personnel for use in rendering the Services. Subject to any limitations or restrictions set forth in agreements between Tesla (or its Affiliate) and third party licensors of Tesla Material, Tesla grants Supplier a limited, nonexclusive, non-transferable, no-charge license during the Term to Use the Tesla Material in location(s) approved by Tesla for the sole purpose of providing the Services. When Tesla Material is no longer required for performance of the Services, or in any event upon expiration or termination of the applicable Agreement, Supplier will return it to Tesla in an agreed format or, at Tesla’s election, destroy it and certify the destruction of all copies in Supplier’s (and any Subcontractor’s) possession or control.

**7.2 Developed Material.** Subject to Section 7.3, Tesla will own all Intellectual Property Rights in and have the sole right to use all Deliverables and other work product created by Supplier Personnel for Tesla under each Agreement (collectively, “*Developed Material*”). Developed Material will be deemed to be works made for hire owned by Tesla upon their creation. To the extent that any such Developed Material is not deemed to be a work made for hire and the property of Tesla by operation of Law, Supplier irrevocably assigns, transfers and conveys to Tesla, without further consideration, all of its right, title and interest (including all Intellectual Property Rights) in and to such Developed Material. Supplier shall execute (and cause its employees to execute) such documents or take such actions as Tesla may reasonably request to perfect Tesla’s ownership of Developed Material. Supplier will promptly disclose the creation of Developed Material to Tesla. Tesla grants to Supplier a fully paid-up, royalty-free, nonexclusive license during the Term to Use such Developed Material solely as necessary to perform the Services, and to sublicense Subcontractors involved in rendering the applicable Services during the Term to Use such Developed Material solely as necessary to perform Services on Supplier’s behalf.

**7.3 Supplier Material.** Tesla’s ownership of Developed Material that incorporates any material created and owned by Supplier (or its Subcontractor) outside the performance of Services (“*Supplier Material*”) will be subject to Supplier’s (or its applicable Subcontractor’s) ownership of such Supplier Material. Unless otherwise agreed in a separate written license agreement executed by the Parties, Supplier grants to Tesla (and its Affiliates) a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, world-wide license to Use, sublicense and distribute Supplier Material that is incorporated into any Developed Material or is reasonably required to Use any Developed Material in a cost-effective manner (e.g., tools). Supplier shall obtain Tesla’s written approval prior to incorporating any Supplier Material into any Developed Material.

**7.4 Third Party Material.** Supplier will not incorporate any third party proprietary materials, information or intellectual property (“*Third Party Material*”) into Developed Material, including all Deliverables or other work product to be delivered to Tesla, unless Supplier has obtained for Tesla a perpetual, worldwide, fully paid-up, royalty-free, non-exclusive license permitting Tesla and its Affiliates to use, sublicense and distribute such Third Party Material in the conduct of their normal business operations.

**7.5 Open Source Code.** Supplier represents and warrants that it will not incorporate any Open Source Code into a Deliverable or other work product to be delivered to Tesla without Tesla’s express, prior written consent.

**7.6 Intellectual Property Rights Agreements with Supplier Personnel.** Supplier is responsible for having in place with all Supplier Personnel (either directly or indirectly through their respective employers) such agreements respecting Intellectual Property Rights as are necessary to comply with this Section 7 (Intellectual Property Rights).

**7.7 Licenses and Rights Survive Bankruptcy.** All licenses and rights of Use granted under or pursuant to this MSA and each Agreement shall be deemed to be licenses to rights in “intellectual property” for the purposes of Section 365(n) of the United States Bankruptcy Code.

**7.8 No Interference.** Nothing in this MSA or any Agreement will be deemed to prevent Supplier from carrying on its business or developing for itself or others materials that are similar to or competitive with those produced as a result of the Services provided they do not contain or disclose any Confidential Information or proprietary information of Tesla or otherwise infringe or constitute a misappropriation of Tesla’s Intellectual Property Rights.

## 8. TERM AND TERMINATION

**8.1 Duration.** This MSA will come into effect when signed by both Parties and shall remain in effect until terminated under this Section or by mutual written agreement of the Parties. The term of each Agreement will be set forth in the applicable Purchase Order and/or Approved Work Order (such period is the “*Term*”).

**8.2** Termination, Generally. This MSA and each Agreement may only be terminated as provided in this Section 8. Termination by a Party will be without prejudice to any other rights and remedies available to a Party. Tesla will not be obliged to pay any termination charges or demobilization fees in connection with the termination of this MSA or of any Agreement.

**8.3** Termination by Tesla. Tesla may terminate this MSA and/or an Agreement as follows: (a) for default without affording Supplier any additional time or opportunity to cure: (i) if Supplier commits a breach of Section 6 (Confidentiality) of this MSA; (ii) as provided in Section 12 (Force Majeure) of this MSA; (iii) if Supplier violates any Tesla Policies of which Supplier has been given notice or applicable Laws; (iv) if Supplier breaches Section 9.4 (Debarment) of this MSA; or (v) if Supplier commits multiple breaches of the Agreement, none of which is necessarily a material breach, but which Tesla determines have had an aggregate effect comparable to that of a material breach; (b) if Supplier has breached any material obligation under the Agreement and does not cure the breach within 15 days after receiving notice of it from Tesla, provided that Supplier will not be afforded any additional time or opportunity to cure if Supplier has previously breached the same material obligation; or (c) for convenience (i.e., without cause) at any time by giving Supplier at least 30 days' prior written notice specifying the terminated Services and designating the termination date and paying the agreed termination charge set forth in the applicable Agreement, if any.

**8.4** Termination by Supplier. If Tesla fails to pay Supplier when due undisputed Charges totaling at least two months' Charges under an Agreement and fails to make such payment within 45 days after the date Tesla receives notice of non-payment from Supplier, Supplier may terminate that Agreement as of a date specified in a written notice of termination referencing this Section and expressly stating Supplier's intent to terminate the Agreement. Supplier may not suspend performance of the Services during the Term for any reason.

**8.5** Operational Transition. Upon termination or expiration of the Agreement, Supplier will deliver to Tesla and/or a subsequent supplier any remaining property of Tesla in Supplier's possession, including reports, data, work product, and Confidential Information (alternatively, as requested by Tesla, Supplier will destroy such property), and certify that all such Tesla property has been removed from Supplier's systems, premises and control and either returned or destroyed. All materials in electronic form shall be delivered to Tesla on such media and in such file format as Tesla may direct.

## **9. REPRESENTATIONS AND WARRANTIES OF SUPPLIER**

**9.1** Performance of Services. Supplier represents and warrants that it will perform all Services (i) in accordance with the Agreement; (ii) in a good, professional and workmanlike manner, free from defects in material and workmanship and in accordance with industry standards; (iii) in strict accordance with Supplier's specifications, samples or other descriptions provided to Tesla or approved or adopted by Tesla; (iv) in compliance with all applicable Laws; (v) efficiently and in a cost-effective manner subject to the requirements of the Agreement; and (vi) using qualified personnel with suitable training, education, experience and skill to perform the Services in accordance with timing and other requirements of the Agreement.

**9.2** Non-Infringement. Supplier represents and warrants that: (a) the Services will not infringe or misappropriate any Intellectual Property Rights of any third party; (b) Supplier has all rights and licenses necessary to convey to Tesla the ownership of (or license rights to Use) as required under the Agreement, all Intellectual Property Rights in Deliverables, Developed Materials and other materials provided to Tesla; and (c) no Deliverables or other materials provided to Tesla, nor their use by Tesla will infringe or constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.

**9.3** Malware. Supplier represents and warrants that it will not introduce Malware into Tesla's or any of its Affiliates' systems and that Supplier will exercise Commercially Reasonable Efforts to prevent Malware from being so introduced. If Malware is found to have been introduced into Tesla's or any of its Affiliates' systems as a result of a breach of the foregoing warranty, Supplier will, at no additional charge, assist Tesla in eradicating the Malware and reversing its effects and, if the Malware causes a loss of data or operational efficiency, to assist Tesla in mitigating and reversing such losses.

**9.4** Debarment. At all times throughout the Term, Supplier represents and warrants that it shall not be: (a) debarred, suspended, excluded or disqualified from doing business with the United States Government; or (b) listed on the Excluded Parties List System maintained by the General Services Administration of the United States Government (found at [www.epls.gov](http://www.epls.gov)); or (c) an entity with which U.S. entities are prohibited from transacting business of the type contemplated by the Agreement or with which U.S. entities must limit their interactions to types approved by the Office of Foreign Assets Control, Department of the Treasury ("OFAC"), such as by Law, executive order, trade embargo, economic sanction, or lists published by OFAC. Supplier agrees to immediately notify Tesla in

writing in the event Supplier breaches any of its representations and warranties or has reason to believe that it will become in breach of any of such representations and warranties.

## 10. INSURANCE

**10.1 Types of Insurance.** At all times throughout the Term, Seller shall procure and maintain (and shall cause each subcontractor to maintain), at its sole cost and expense, and upon request furnish to Tesla a certificate evidencing the following insurance: (a) commercial general liability insurance with minimum coverage of at least One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, as well as contractual liability coverage and naming Tesla as an additional insured; (b) employer's liability insurance with minimum coverage of at least One Million Dollars (\$1,000,000); (c) automobile liability insurance on all owned, non-owned and/or hired vehicles with minimum coverage of at least One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, and physical damage insurance for the actual cash value of each such vehicle; (d) if applicable, all risk property perils insurance covering the full replacement value of Tesla Property while in Seller's care, custody, or control and naming Tesla as loss payee; and (e) errors and omissions liability insurance covering liability for loss or damage due to an act, error, omission or negligence, with a minimum limit per event of One Million Dollars (\$1,000,000). Seller shall also comply with all applicable workers' compensation and/or other Laws that may accrue in favor of any Seller Personnel in all locales where Seller Personnel perform(s) in connection with the Agreement.

**10.2 Insurance, Generally.** Supplier will be responsible for all deductibles and retentions with regard to its insurance. In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage described above, Supplier will be solely responsible for taking such action. Supplier will provide Tesla with contemporaneous notice and such other reasonable and relevant information as Tesla may request regarding the event. The policies shall: (a) be primary and not contributory with any liability coverage carried by Tesla or any Affiliate of Tesla; (b) name Tesla and any other entity reasonably requested by Tesla as additional insureds; (c) provide for severability of interests; (d) provide for waiver of subrogation; (e) be with one or more insurance companies rated A minus or better (as determined by A.M. Best & Company), and licensed to do business in the locations where Services are to be performed; and (f) require the insurer to give Tesla at least 30 days' prior written notice of any restrictive change, non-renewal or cancellation that may affect Tesla's rights thereunder. Supplier will furnish to Tesla a certificate evidencing such coverage, upon request.

## 11. INDEMNIFICATION

**11.1 Indemnification by Supplier.** Supplier will indemnify, defend and hold harmless Tesla, its Affiliates and their respective officers, directors, employees, agents and representatives (collectively, "*Tesla Indemnitees*"), from any and all losses arising from, in connection with, or based on allegation of any of the following: (a) any Claim by, on behalf of or relating to Supplier Personnel; (b) any Claim that, if true, would constitute a breach of Supplier's obligations under Section 6 (Confidentiality); (c) any Claim that, if true, would arise from or be attributable to a breach of Supplier's obligations under Section 2.7 (Compliance with Laws and Tesla Policies); (d) any Claim that, if true, would arise from or be attributable to a breach of Supplier's obligations under Section 9.2 (Non-Infringement); (e) any Claim for death or bodily injury, or the damage, loss or destruction of real or tangible personal property of third parties (including employees of Tesla and Supplier and their respective subcontractors) caused by the tortious conduct of Supplier, any Supplier Personnel, or any of Supplier's third-party suppliers; and (f) the inaccuracy or untruthfulness of any representation or warranty made by or on behalf of Supplier in the Agreement.

**11.2 Infringement Claims.** If any item used by Supplier to provide the Services becomes, or in Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation Claim, Supplier will at its expense, in addition to indemnifying Tesla Indemnitees as provided in this Section 11 (Indemnification) and to the other rights Tesla may have under the Agreement, (i) promptly secure the right to continue using the item, or (ii) if this cannot be accomplished with Commercially Reasonable Efforts, then replace or modify the item to make it non-infringing or without misappropriation; provided, however, that any such replacement or modification may not degrade the performance or quality of the affected components of the Services or disrupt Tesla's business operations, or (iii) if neither of the foregoing can be accomplished by Supplier with Commercially Reasonable Efforts, then upon at least 180 days' prior written notice to Tesla, Supplier may remove the item from the Services, in which case the Charges will be equitably adjusted to reflect such removal. If removal of the item from Services causes material loss or degradation of the Services, such loss or degradation will constitute a material breach of the Agreement by Supplier in respect of which Tesla may exercise its termination and other rights and remedies.

**11.3 Indemnification Procedures.** Tesla will give Supplier prompt written notice of any Claim for which indemnification is sought under this Section 11. Failure to give notice will not diminish Supplier's obligation under

this Section if Supplier has or receives knowledge of the existence of such Claim by any other means or if the failure does not materially prejudice Supplier's ability to defend the Claim. Supplier may select legal counsel to represent Tesla (said counsel to be reasonably satisfactory to Tesla) and otherwise control the defense of such Claim. If Supplier elects to control the defense of such Claim, Tesla may participate in the defense at its own expense. If Supplier, within a reasonable time after receipt of such notice, fails to defend Tesla, Tesla may undertake the defense of, and compromise or settle, the Claim on behalf and at the risk of Supplier. If the Claim is one that cannot by its nature be defended solely by Supplier, Tesla will make available information and assistance as Supplier may reasonably request at Supplier's expense. Supplier may not, without the prior written consent of Tesla, (i) consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting any Tesla Indemnitee, or (ii) consent to the entry of any judgment or enter into any settlement unless such judgment or settlement provides for an unconditional and full release of the Tesla Indemnitees and does not diminish any of Tesla's rights under the Agreement or result in additional fees or charges to Tesla.

## **12. LIABILITY**

### **12.1 Limitation of Liability and Exclusions.**

(a) Except as provided in Section 12.1(c) below, each Party's total liability to the other Party in connection with the Agreement, whether in contract or in tort (including for breach of warranty, negligence and strict liability in tort), will be limited as follows: (i) Supplier's liability to Tesla shall not exceed an amount equal to the greater of one million dollars (\$1,000,000 USD) or the Charges paid or payable to Supplier pursuant to the Agreement for proper performance of the Services for the 12 months prior to the month in which the most recent event giving rise to liability occurred; and (ii) Tesla's liability to Supplier shall not exceed an amount equal to the Charges paid or payable to Supplier pursuant to the Agreement for proper performance of the Services.

(b) Except as provided in Section 12.1(c) below, neither Party will be liable to the other for any consequential, incidental, indirect or punitive damages, or any loss of revenue, business, savings or goodwill, regardless of the form of action or the theory of recovery, even if it has been advised of the possibility of such damages.

(c) The limitations and exclusions set forth in Sections 12.1 and 12.1(b) will not apply with respect to: (i) damages attributable to intentional torts, unlawful conduct or gross negligence; (ii) Claims that are the subject of indemnification pursuant to Section 11 (Indemnification); (iii) damages attributable to Supplier's breach of its obligations with respect to Tesla Confidential Information; (iv) intentional misappropriation or intentional infringement of a Party's Intellectual Property Rights; or (v) damages attributable to Supplier's wrongful cessation or abandonment of the Services.

(d) The Parties agree that the following will be considered direct damages: (i) costs and expenses of recreating or reloading any lost, stolen, corrupted or damaged Tesla Data; (ii) costs and expenses of implementing a work-around in respect of a failure to provide any Services as required by the Agreement; (iii) straight time, overtime and related expenses, including overhead allocations for employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunications charges and similar charges, incurred in connection with clauses (i) and (ii) above due to Supplier's failure to perform in accordance with the Agreement; (iv) costs and expenses incurred for Tesla (or its Affiliates) to bring the Services in-house or to contract to obtain services similar to the Services from an alternate source, including the costs and expenses associated with the retention of external consultants and legal counsel to assist with any re-sourcing; (v) damages suffered by any Tesla Affiliate that would be direct damages if they had instead been suffered by Tesla; and (vi) payments, fines, penalties or interest imposed by a governmental body or regulatory entity to the extent caused by Supplier.

**12.2** "*Force Majeure Event*" means an event beyond the reasonable control of a Party that delays or prevents the Party from performing its obligations under the Agreement, provided that (a) the non-performing Party is without fault in causing or failing to prevent the event, and (b) the event cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. The affected Party will promptly notify the other Party of any Force Majeure Event and of its plans and efforts to implement a work-around, in which case the affected Party will be excused from further performance of the affected obligations as long as the Force Majeure Event continues. The affected Party will continue to use Commercially Reasonable Efforts to perform to the extent possible and will comply with any applicable disaster recovery obligations. The affected Party will notify the other Party promptly when the Force Majeure Event has abated. If a Force Majeure Event prevents performance of the Services under an Agreement or Project for more than thirty consecutive days, then Tesla may terminate the Agreement or Project as of a date specified by Tesla in a written notice of termination to Supplier, in which case Tesla will pay the Charges for all Services actually performed, but will not be liable for payment of any early termination charges or demobilization costs for the terminated Services.

### **13. DISPUTE RESOLUTION**

**13.1 Informal Dispute Resolution.** In the event any disputes, differences or controversies arise between the Parties, out of or in relation to or in connection with the provisions of this MSA or any Agreement, the Parties shall thoroughly explore all possibilities for an amicable settlement.

#### **13.2 Jurisdiction and Venue.**

(a) Any dispute arising out of or relating to an Agreement that is not resolved through negotiation will be settled exclusively by final and binding arbitration conducted in accordance with the then-current Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services/Endispute (“*JAMS*”). The existence, content and result of the arbitration shall be held in confidence by the Parties, their representatives, any other participants, and the arbitrator. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitrator shall be experienced in agreements for services similar to the Services. Any demand for arbitration and any counterclaim will specify in reasonable detail the facts and legal grounds forming the basis for the claimant’s request for relief and will include a statement of the total amount of damages claimed, if any, and any other remedy sought by the claimant. The arbitration will be conducted in the English language in Palo Alto, California. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. The arbitrator will have full power and authority to determine issues of arbitrability and to interpret or construe the applicable provisions of the Agreement and to fashion appropriate remedies for breaches thereof (including interim or permanent injunctive relief); provided that the arbitrator will not have any right or authority: (i) in excess of the authority of a court having jurisdiction over the Parties and the dispute would have absent this arbitration agreement; (ii) to award damages in excess of the types and limitation of damages found in the Agreement; or (iii) to modify the terms of the Agreement. The award of the arbitrator will be issued within thirty (30) days of the completion of the hearing, shall be in writing, and shall state the reasoning on which the award is based. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction. Each Party will have the right to apply at any time to a judicial authority for appropriate injunctive relief (or other interim or conservatory measures), and by doing so will not be deemed to have breached its agreement to arbitrate or to have impaired the powers reserved to the arbitrator.

(b) Subject to Section 13.2(a), for any litigation arising out of or relating to this MSA or an Agreement, regardless of the form of action or the Party that initiates it, the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of and venue in the United States District Court for the Northern District of California or, if that court does not have jurisdiction, the Superior Court of the State of California, County of Santa Clara. The Parties irrevocably and unconditionally waive any objection to the laying of venue in such courts. The Parties further consent to the jurisdiction of any state or federal court with subject matter jurisdiction located within a district that encompasses assets of a Party against whom a judgment (or award) has been rendered for the enforcement of the judgment (or award) against the assets of such Party.

### **14. MISCELLANEOUS**

**14.1 Waiver.** No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy that Party may have.

**14.2 Remedies Cumulative.** All remedies provided in the Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party under the Agreement, at law, or in equity.

**14.3 Assignment.** Supplier may not assign, transfer or otherwise convey or delegate any of its rights or duties under the Agreement to any other Party (except to the successor in a merger or acquisition of Supplier) without the prior written consent of Tesla, and any attempt to do so will be void. The Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

**14.4 Governing Law.** This MSA and each Agreement will be interpreted and construed in accordance with the substantive laws of California and the United States generally applicable therein, without regard to any provisions of its choice of law rules that would result in a different outcome.

**14.5 Audits and Records.** During business hours and upon reasonable advance notice, Tesla and its agents may inspect, examine and audit the records and data of Supplier (and its subcontractors) that pertain to the Services to verify (a) the accuracy of Supplier’s invoices, and (b) Supplier’s compliance with the Agreement. In support of the

foregoing right, Supplier will keep and maintain (i) financial records relating to the Agreement in accordance with generally accepted accounting principles, (ii) records substantiating Supplier's invoices, (iii) records pertaining to Supplier's compliance with the Agreement, and (iv) such other operational records pertaining to performance of the Services as Supplier keeps in the ordinary course of its business. Supplier will retain such records for the longer of three (3) years after the Term ends or as required by applicable Laws. Supplier will make such records available to Tesla and its auditors for examination and copying upon request.

**14.6 Notices.** All formal notices, requests, demands, approvals and communications under this MSA and each Agreement (other than routine operational communications) (collectively, "Notices") will be in writing and may be served either (i) in person or (ii) by registered or certified mail with proof of delivery, addressed to the Party at the addresses set forth below. Notices given as described in the preceding sentence will be considered received on the day of actual delivery. A Party may change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee in the manner provided above. The Parties may mutually agree that certain types of routine approvals and notices of a non-legal nature may be given by electronic mail.

<p>In the case of Tesla:          Tesla, Inc.          3500 Deer Creek Road, Palo Alto, CA 94304          Attn: _____</p>	<p>With a copy to:          Tesla, Inc.          3500 Deer Creek Road, Palo Alto, CA 94304          Attn: Legal Department</p>
<p>In the case of Supplier:          RARA Trucking, Inc.          653 N. 21st. ST, San Jose, CA. 95112          _____          Attn: Raul Rivas</p>	<p>(Note: If no information is listed here for Supplier, notices shall be sent to the attention of the Supplier representative who signs this MSA.)</p>

**14.7 Interpretation.** Section references are to sections of the document in which the reference is contained and will be deemed to refer to and include all subsections of the referenced section. The section headings in this MSA are for reference purposes only and may not be construed to modify or restrict any of the terms of the Agreement. This MSA and each Agreement will be deemed to have been written by both Parties. This MSA is written in the English language, and the English text of this MSA and of each Agreement shall prevail over any translation hereof. Unless the context requires otherwise, (i) "including" (and any of its derivative forms) means including but not limited to, (ii) "may" means has the right, but not the obligation to do something and "may not" means does not have the right to do something, and (iii) "will" and "shall" are expressions of command, not merely expressions of future intent or expectation.

**14.8 Order of Precedence.** In the event of a conflict between or among the documents comprising an Agreement, the following order of precedence will apply (documents listed in descending order of priority): this MSA; NDA; the Approved Work Order; and other schedules. Notwithstanding the foregoing, an Approved Work Order may amend or override this MSA if and to the extent that the Approved Work Order specifically identifies the affected provision(s) of the MSA and expressly states that the Parties intend to amend or override such provision(s) for purposes of that Agreement.

**14.9 Severability.** If any provision of an Agreement Document is held invalid by a court with jurisdiction over the Parties, such provision will be severed and the remainder of the Agreement Documents will remain in full force and effect.

**14.10 Third Party Beneficiaries.** This MSA and each Agreement is entered into solely between Supplier and Tesla and/or its Affiliate and, except for the Parties' indemnification obligations under Section 11 (Indemnification) and the Service Recipients, will not be deemed to create any rights in, or any obligations to, any third parties.

**14.11 Survival.** Any provision of the Agreement that contemplates or governs performance or observance subsequent to termination or expiration thereof will survive the expiration or termination thereof for any reason, including the following Sections: 6 (Confidentiality), 7 (Intellectual Property Rights), 9 (Representations and Warranties of Supplier), 11 (Indemnification), 12 (Liability), and 14.5 (Audits and Records).

**14.12 Entire Agreement.** The Agreement, including all Agreement Documents, constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, concerning its subject matter. Any terms and conditions on any order or written notification from either Party that purport to vary or

supplement the Agreement shall not be effective or binding on the other Party. This MSA and any Agreement may be amended or modified solely in a writing signed by a duly authorized representative of each Party.

**14.13 Defined Terms.** Terms used in this MSA or in an Agreement with initial capitalization have the meanings specified where used or in this Section 14.13.

- (a) **“Affiliate”** means with respect to an entity, any other entity or person controlling, controlled by, or under common control with, such entity. For purposes of this definition, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.
- (b) **“Agreement Documents”** means this MSA, the applicable Approved Work Order and Purchase Order, documents referenced in any of the foregoing, and any other additional written agreements which pertain to the Services and are signed by authorized representatives of both Parties.
- (c) **“Anti-Bribery Laws”** means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (in each case, as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person.
- (d) **“Change”** means any material change to the scope of, Charges for, or other contractual commitments of a Party with respect to, the Services being provided by Supplier.
- (e) **“Change Order”** means a mutually agreed Change to the scope, timing, manner or cost of performing the Services pursuant to an Agreement. A change order may not modify the terms of this MSA.
- (f) **“Claim”** means any demand, or any civil, criminal, administrative or investigative claim, action or proceeding (include arbitration) asserted, commenced or threatened against an entity or person by an unaffiliated third party. For the purposes of this definition, an employee of either Party is considered an unaffiliated third party.
- (g) **“Commercially Reasonable Efforts”** means taking all such steps and performing in such a manner as a well managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- (h) **“Deliverable”** means any work product identified as a ‘Deliverable’ in writing by the Parties.
- (i) **“Effective Date”** has the meaning given in the Agreement.
- (j) **“Intellectual Property Rights”** means all (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration for any of them, together with all goodwill associated with any of them, (iii) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications for registration, (iv) trade secrets, know-how and other confidential information, (v) waivable or assignable rights of publicity, waivable or assignable moral rights, (vi) unregistered and registered design rights and any applications for registration, and (vii) database rights and all other forms of intellectual property, such as data.
- (k) **“Law(s)”** means any statute, regulation, ordinance, rule, order, decree or governmental requirement enacted, promulgated or imposed by any governmental authority at any level (e.g. municipal, county, province, state or national). For clarity, “Law(s)” includes all Anti-Bribery Laws.
- (l) **“Malware”** means program code or programming instruction(s) or set(s) of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or other code typically described as a virus, Trojan horse, worm, back door or other type of harmful code.
- (m) **“Open Source Code”** means software that requires as a condition of its use, modification or distribution, that it be disclosed or distributed in source code form or made available at no charge, including, without limitation, software licensed under the GNU General Public License (GPL) or the GNU Lesser/Library GPL.
- (n) **“Party”** means either Tesla or Supplier, as required by the context.
- (o) **“Productive Hour”** means an hour of productive work by Supplier Personnel in performing Services (excluding breaks, travel time, idle time, sick time, vacation, etc.). Time spent on the following activities does not constitute Productive Hours and will not be billed to Tesla: (i) travel time to and from the work site for the performance

of the Services, unless expressly authorized by Tesla in writing; (ii) vacation time, holidays, sick leave and other forms of personal leave; (iii) time spent on Supplier administrative matters; (iv) time spent on marketing and sales activities, including preparation of proposals to Tesla; (v) time spent on negotiation of Agreement Documents; and (vi) time spent attending courses, seminars and Supplier meetings not related to the Services.

(p) **“Project”** means a group of related functions or activities that spans multiple days, weeks, or months and builds cumulatively toward the achievement of defined target outcomes or objectives. A Project typically has multiple phases or life-cycle stages and involves written project plans with defined interim milestones and deliverables to measure progress toward the achievement of its target outcomes or objectives. The Services provided for each Tesla Facility will be deemed a separate Project for purposes of the Agreement.

(q) **“Service Level”** means a standard of performance with respect to the Services.

(r) **“Service Level Credit”** means a monetary credit potentially payable to Tesla in respect of a Service Level Default.

(s) **“Service Level Default”** means a failure of Supplier to meet a Service Level during the applicable measurement period, provided that the failure is not excused pursuant to Sections 5.2 (Savings Clause) or 12.2 (Force Majeure). Service Level Credits will not be construed as a penalty or as liquidated damages for a Service Level Default and, accordingly, they will not be deemed to constitute Tesla’s remedy, exclusive or otherwise, for any damages caused by a Service Level Default. Supplier irrevocably waives any claim or defense that Service Level Credits are not enforceable or that they constitute a sole and exclusive remedy of Tesla with respect to a Service Level Default.

(t) **“Service-Related Taxes”** means, for each Project, transactional taxes in respect of the Services that Supplier is legally responsible to collect and remit to the applicable taxing authorities and for which Tesla is responsible for paying or reimbursing Supplier, and does not include any taxes that are assessed on any goods or services used or consumed by Supplier (or its Subcontractors) in providing the Services where the tax is imposed on Supplier’s (or its Subcontractor’s) acquisition or use of the goods or services in its provision of the Services.

(u) **“Supplier Personnel”** means any personnel furnished by Supplier to perform any part of the Services, including employees and independent contractors of Supplier, its Affiliates and subcontractors.

(v) **“Tesla Data”** means all data and information regarding Tesla, its customers and suppliers that is either: (i) furnished, disclosed or otherwise made available to Supplier Personnel, directly or indirectly, by or on behalf of Tesla pursuant to an Agreement; or (ii) collected or created by Supplier Personnel on behalf of Tesla in the course of performing the Services. Tesla Data will be deemed to be Confidential Information that is subject to the NDA.

(w) **“Tesla Facility”** means, collectively, the Tesla facility or real property at which Supplier will perform Services and the reasonable office space, furniture, fixtures, equipment, hardware, software, telephones, office supplies, and other facility resources to be provided or made available by Tesla to Supplier Personnel who are assigned by Supplier to work on Tesla premises by mutual agreement of the Parties, as evidenced in the applicable Agreement.

(x) **“Use”** means the right to use, execute, display, copy, perform, distribute copies of, maintain, modify, enhance, and create derivative works of software or other copyrighted or copyrightable works.

(y) **“Work Order”** means the form of document that will be used to authorize Supplier to perform Services by mutual agreement of the Parties. When duly executed by the authorized representatives of both Parties, a Work Order becomes an **“Approved Work Order.”**



Intending to be legally bound, each of the undersigned parties has caused its duly authorized representative to execute this MSA as of the date signed below by Tesla.

Tesla, Inc.	
By: _____	Digitally signed by cferrigno@tesla.com
Printed <i>Carroll Ferrigno</i>	DN: cn=cferrigno@tesla.com
Title: _____	Date: 2017.08.02 07:42:31 -07'00'
Date: _____	

Supplier	
By: <i>Raul A. Rivas</i>	_____
Printed: Raul Rivas	_____
Title: President	_____
Date: July 28, 2017	_____
Company: RARA Trucking, Inc.	_____
Address: 210 Umbarger Rd. San Jose, CA 95111	

SCHEDULE A

APPROVED WORK ORDER NO. \_\_ FOR SERVICES

1. **Introduction.** This Work Order ("**Work Order**") is issued under and pursuant to the Master Services Agreement by and between Tesla, Inc. ("**Tesla**") and Supplier. Capitalized terms used but not defined in this Work Order will have the meanings given them in the MSA. The Term of this Work Order shall be from \_\_\_\_\_ [date] (the "**Effective Date**") through \_\_\_\_\_ [date].

2. **Services and Performance Measurement.**

(a) With reference to Section 1 (Services) of the MSA, Supplier will perform the following Services pursuant to this Work Order [describe services, any required resources, any Deliverables, and any deadlines or milestones]: \_\_\_\_\_

Transportation - Trucking Services

(b) With reference to Section 2.4 (Performance Criteria) of the MSA, Supplier will perform the Services in accordance with the following Service Levels (if any), and Supplier will credit or pay Tesla the corresponding Service Level Credit for each Service Level Default [define metrics applicable to services and list any credits payable for failure to achieve each metric]: \_\_\_\_\_

3. **Acceptance Tests.** With reference to Section 2.5 (Acceptance Tests) of the MSA, the Services must pass the following acceptance tests (if any): \_\_\_\_\_

4. **Charges.** With reference to Section 4 (Charges) of the MSA, Tesla will pay Supplier for performance of the Services under this Work Order as follows (e.g., fixed price, time and materials, and any deadlines or milestones): \_\_\_\_\_

See attachment

5. **Additional Services.** Tesla may request additional services after the Effective Date. Unless otherwise agreed by the Parties in writing, the fees for such services will be calculated by multiplying the Productive Hours by the applicable agreed billing rates set forth in the Supplier Rate Card. [Supplier to provide resource rate card].

6. **Facilities.** With reference to Section 2.2 (Manner of Performance) of the MSA and if applicable, Supplier will perform the Services under this Work Order at or from the following facilities: Tesla - Fremont Facilities

7. **Key Supplier Positions.** With reference to Section 3.2 (Key Supplier Positions) of the MSA, the Key Supplier Positions for purposes of this Work Order, if any, are: \_\_\_\_\_

8. **Service-Specific Terms.** Annex I (Additional Service Terms) hereto set forth additional terms and conditions which may apply for purposes of this Work Order, if and to the extent applicable to the Services to be performed hereunder.

Intending to be legally bound, each of the undersigned parties has caused its duly authorized representative to execute this Approved Work Order as of the date last entered below.

Tesla Entity: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Supplier**  
By: Raul A. Rivas  
Printed: Raul Rivas  
Title: President  
Date: July 28, 2017  
Company: RARA Trucking, Inc.  
Address: 210 Umbarger Rd. San Jose, CA 95111

## ANNEX 1 – ADDITIONAL SERVICE TERMS

This Annex 1 sets forth additional terms that are incorporated by reference into the Agreement, if and to the extent applicable to Supplier's performance of, and/or Tesla's purchase of, the Services described therein.

1. **Consulting Services.** With reference to Sections 6.1 (Confidentiality) and 7.3 (Supplier Material) of the MSA, no information (such as specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise) furnished by Supplier to Tesla under the Agreement shall be considered to be confidential or proprietary to Supplier; provided, however, that the foregoing shall not apply with respect to any third party IT or Network Security OEM product or related service specification or product sample that is, prior to disclosure to Tesla, (a) approved in advance and in writing by Tesla's IT Department, and (b) provided to Tesla's IT Department and expressly identified by Supplier as such.

2. **Facilities Services.**

2.1 **Responsibility for Supplying Certain Resources.** With reference to Section 2.3 of the MSA and except as otherwise expressly provided in the Agreement, Supplier will be responsible at its expense for: (a) connecting to utility services at the Tesla Facility as required for the Services, which may include provision of required wiring, piping, valves, bus plugs, transformers, meters, disconnect switches, temporary feeders, power and lighting outlets, and other connections, and disconnecting from such utility services after completing the Services; and (b) providing and maintaining all temporary facilities and utilities required for the Services and, subject to Section 2.2(b) of this Annex 1 with respect to improvements, removing such facilities and utilities after completing the Services, including (i) temporary construction roads and ramps, (ii) main ladders and runways, (iii) temporary light and power (e.g., via portable generator), (iv) weather and heat protection for all such equipment and work areas (e.g., temporary walls, partitions, or protective coverings), and (v) temporary heating equipment, including fuel. Any power and lighting system must produce 120-volt power, have at least two weatherproof sockets (one for 150-watt lamp and one for 150-watt power extension or additional lamp), produce adequate light, and be installed so as not to interfere with operations of the Tesla Facility. Any temporary welder power hookups must conform to the requirements of the National Electric Code, Articles 305 and 364-6.

2.2 **Access to and Use of Tesla Facilities.**

(a) Subject to Supplier's obligations herein and to any applicable legal restrictions, Tesla will manage and maintain the following at the Tesla Facility, as applicable: building and property electrical systems, water, sewer, lights, heating, ventilation and air conditioning ("*HVAC*") systems, physical security services and general custodial/ landscape services (including monitoring and maintaining the uninterruptible power supply ("*UPS*") system). Supplier shall be responsible for providing all other facilities and support required for the Services.

(b) Supplier will use the Tesla Facilities in an efficient manner and for the sole purpose of providing the Services. Supplier will permit Tesla and its agents and representatives to enter into those portions of Tesla premises that are occupied by Supplier Personnel at any time, and to inspect any and all equipment and materials such as construction job boxes, storage containers and trucks. Supplier shall not use hazardous materials at the Tesla Facility except as required for performance of the Services expressly described in the Agreement and in compliance with applicable Laws. Supplier will be responsible for any damage to the Tesla Facilities caused by Supplier Personnel (including damage to any and all utility lines). Supplier shall not make improvements or changes involving structural, mechanical, or electrical alterations to the Tesla Facility without Tesla's prior written consent, which Tesla may withhold in its sole discretion. At Tesla's option, any improvements to the Tesla Facility shall become the property of Tesla and Seller shall execute such documentation as Tesla reasonably requires to perfect Tesla's ownership thereof. If Tesla does not elect to take title thereto Supplier shall remove the same at the end of the use of the Tesla Facility and shall repair any damage caused by such installation and removal. Supplier has made itself familiar with the Tesla Facility and assumes all risks and hazards encountered in accessing and using such Tesla Facility. Except as expressly set forth in the Agreement, Supplier hereby releases Tesla of all liability related to accessing and using the Tesla Facility.

(c) As a continuing condition of Supplier's use of and access to the Tesla Facility, Supplier shall ensure that no third party obtains any lien or other right in the Tesla Facility and hereby waives and relinquishes, and agrees to obtain from any third parties who might claim any such lien (including without limitation mechanic's liens) or right a written waiver and relinquishment of all rights, if any, to any lien, right, or remedy with respect to the Tesla Facility. The provisions of this Section 2.2(c) are a bargained-for consideration essential to the Agreement.

2.3 **Insurance.** Supplier shall obtain and maintain at its own cost and expense (and cause each subcontractor to maintain) policies for the following insurance coverages in accordance with Section 10.1 of the MSA, if and to the

extent applicable to the Services: (a) if the Services include remediation of or exposure to hazardous materials (e.g., asbestos-containing materials, contaminated soil, etc.), contractor's pollution liability with minimum coverage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage; and (b) if the Services involve use of a helicopter or other aircraft, aviation liability insurance with minimum coverage of at least Five Million Dollars (\$5,000,000) per occurrence.

### **3. Information Technology Services.**

**3.1 Access to Tesla Systems and Facilities.** With reference to Section 5.3 of the MSA, each employee, agent or Subcontractor of Supplier having access to Tesla Systems shall: (a) be assigned a separate User ID by Supplier and only use that ID when logging on to the Systems; (b) log off the Systems immediately upon completion of each session of service; (c) not allow unauthorized individuals to access the Systems; (d) keep strictly confidential the User ID and password and all other information that enables such access; (e) not reuse a compromised password (e.g., a password that has become known to anyone else at any time, including in an emergency); (f) only utilize such access to the Systems to perform his or her obligations to Tesla; (g) comply with Tesla's encryption requirements or other service policies instituted by Tesla from time to time; (h) not perform any unauthorized exploring or mining of the Systems; and (i) only have access to the portion of the Systems necessary to perform Supplier's obligations.

**3.2 Supplier Audits.** Supplier will conduct its own Audits pertaining to the Services consistent with the audit practices of well managed companies that perform services similar to the Services. If applicable, Supplier will perform a security Audit at least annually and will cause a SSAE 16 SOC 1 Type II audit (or equivalent audit) ("*SSAE 16 Audit*") to be conducted annually for each shared services facility at or from which Services are provided. The SSAE 16 Audit will be conducted in accordance with Tesla's control requirements as communicated by Tesla. Supplier will permit Tesla to participate in the planning of each SSAE 16 Audit, will confer with Tesla as to the scope and timing of the Audit and will accommodate Tesla requirements and concerns to the extent practicable. Each SSAE 16 Audit will be scheduled so as to facilitate annual compliance reporting by Tesla and the Service Recipients under the Sarbanes-Oxley Act of 2002 and any regulations promulgated under it. Supplier will provide Tesla and its independent Auditors with a summary of the SSAE 16 Audit Findings as soon as reasonably possible, and in any event within thirty (30) days after completion of the Audit report. To the extent the resulting Audit report reveals an actual or potential adverse effect on Tesla and/or the Service Recipients, Supplier will correct any errors or problems identified in the Audit report as soon as reasonably possible.

### **3.3 Deliverables and Related Documentation.**

(a) Supplier warrants that each Deliverable will not, from the time of delivery to Tesla through the period ending one year after Tesla's final acceptance of the Deliverable, deviate in any material respect from the specifications for such Deliverable set forth or referred to in the applicable Agreement. If the Deliverable is or becomes part of a System or environment for which Supplier has ongoing maintenance and support responsibility, Supplier's maintenance and support obligations for such System or environment will include providing maintenance and support for the Deliverable. If Tesla notifies Supplier of a breach of this warranty, Supplier will promptly correct and redeliver the affected Deliverable at no additional charge to Tesla within a reasonable period of time, and in any event in accordance with any applicable time period specified in the applicable Agreement.

(b) Supplier warrants that any Software or system documentation developed for Tesla by or on behalf of Supplier will (i) accurately and with reasonable comprehensiveness describe the operation, functionality and use of the Software or system, and (ii) accurately describe in terms understandable to a typical system user the functions and features of the Software or system and the procedures for exercising such functions and features. If Tesla notifies Supplier of a breach of this warranty within the applicable warranty period, Supplier will correct and redeliver the affected documentation at no additional charge to Tesla within a reasonable period of time, and in any event within thirty (30) days after receiving Tesla's notice.

(c) Supplier warrants that any Deliverables and other components of the Services that are intended to interact or otherwise work together as part of a functioning system as indicated in their specifications or the applicable Agreement under which they are to be produced, will be compatible and will properly inter-operate and work together as components of an integrated system.



# Proposed Customer List

San Jose, January 26, 2024

## Vehicles & Equipment

City of Lathrop – Parks and Recreation Dpt.  
Attn. Melissa Stathakopoulos  
Manager

Dear Melissa,

We are hereby submitting the documents and information requested to apply for a license as Industrial Hauler of Solid Waste.

### CUSTOMER LIST

**Tesla**

700 D'Arcy Pkwy. Lathrop, CA 95330

18250 Murphy Pkwy., Lathrop, CA 95330

### TRUCK LIST

Year	Make	Model	VIN	Plate
2011	KW	TRACTOR	1XKDDP9X5BJ290591	9E16376
2011	VOLV	TRACTOR	4V4NC9EH8BN297934	9F80095
2011	KW	TRACTOR	2XKBD59X4BM290621	9G17768
2012	FRHT	TRACTOR	1FUJGEDV0CSBU7281	9E75204
2013	FRHT	TRACTOR	1FUJGLDR2DSBT2791	9F07599
2013	MACK	TRACTOR	1M1AW08Y3DM005348	73786R2
2013	VOLV	TRACTOR	4V4NC9EH8DN149012	9F80078
2012	VOLV	TRACTOR	4V4NC9EJ1CN538821	9E84753
2012	PTRB	TRACTOR	1XPHD49X0CD151981	9E66006

For any questions or additional information, please contact us to any of the following numbers:

Wendy Rivas – CFO – Phone: 669-233-6490

Susana Rivas – Office Manager – Phone: 669-233-6489

Thank you,

Raul A Rivas

# COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 123 Tice Blvd., Suite 250, Woodcliff Lake, New Jersey 07677

## GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Michael Bonfante of Woodcliff Lake and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

### Any and All Bonds

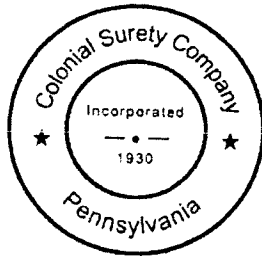
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 30th day of March, A.D., 2023.

State of New Jersey }  
County of Bergen } SS.



COLONIAL SURETY COMPANY

By Wayne Nunziata  
Wayne Nunziata, President

On this 30th day of March, in the year 2023, before me Theresa La Monica, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA LA MONICA  
A Notary Public of New Jersey  
My Commission Expires September 9, 2025

Theresa La Monica

Theresa La Monica

Notary Public

I, the undersigned President of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 26th day of January, 2024.

Original printed with Blue and/or Black ink.  
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Wayne Nunziata

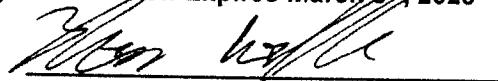
Wayne Nunziata, President

**State of New Jersey**

**County of Bergen**

On this 26<sup>th</sup> day of January, 2024 before me, Thomas J Moscarello, a Notary Public, personally came Michael Bonfante, known to me to be the Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

**Thomas J Moscarello**  
**Notary Public of New Jersey**  
My Commission Expires March 8<sup>th</sup>, 2028



**Thomas Moscarello, Notary Public**



**Colonial Surety Company**  
**Duncannon, Pennsylvania**  
**-Inc 1930-**

**Balance Sheet as at December 31, 2022**

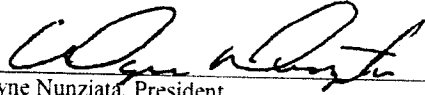
<b>Cash &amp; Invested Assets:</b>		<b>Liabilities:</b>	
Cash	\$9,057,792	Outstanding Losses & Loss Expenses	\$4,119,774
Cash Equivalents	3,519,458	Unearned Premiums	18,018,052
Common Stocks*	9,757,005	Funds Held	5,412,876
Bonds*	49,594,003	Reinsurance Payable	9,118,420
Receivables for Securities	100,000	Accrued Expenses	609,482
<b>Total Cash &amp; Invested Assets</b>	<b>\$72,028,258</b>	Income Taxes Payable	2,146,546
		Payable to Parents, Subs & Affiliates	2,314,262
		Miscellaneous Liabilities	11,364
		<b>Total Liabilities</b>	<b>\$41,750,776</b>
<b>Other Assets:</b>		<b>Capital &amp; Surplus:</b>	
Accrued Investment Income	\$493,741	Common Capital Stock	\$ 4,000,000
Premiums Receivable	20,448,949	Additional Paid in Capital	1,000,000
Funds Held – Collateral	5,406,668	Unassigned Surplus	57,754,325
Reinsurance Recoverable	5,295,919	<b>Total Capital &amp; Surplus</b>	<b>\$62,754,325</b>
Net Deferred Tax Assets	830,542		
Other Assets	1,024		
<b>Total Admitted Assets</b>	<b>\$104,505,101</b>	<b>Total Liabilities, Capital &amp; Surplus</b>	<b>\$104,505,101</b>

\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.


STATE OF NEW JERSEY }  
 ss.:  
 COUNTY OF BERGEN }

I, Wayne Nunziata, President of Colonial Surety Company, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2022.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 7th day of April, 2023.

  
 \_\_\_\_\_  
 Wayne Nunziata, President



  
 Theresa La Monica, Notary Public

**THERESA LA MONICA**  
**A Notary Public of New Jersey**  
**My Commission Expires September 9, 2025**



**COLONIAL SURETY COMPANY**

- Inc 1930 -

123 Tice Boulevard, Suite 250  
Woodcliff Lake, NJ 07677  
201-573-8788

BOND NUMBER: CSC-118801

**LICENSE/PERMIT BOND**

KNOW ALL PERSONS BY THESE PRESENTS that we,

RARA Trucking Inc, San Jose, CA

(hereinafter called the Principal) as Principal, and COLONIAL SURETY COMPANY, a corporation with principal offices at Woodcliff Lake, New Jersey (hereinafter called the Surety) as Surety, are held and firmly bound unto

City of Lathrop, Lathrop, CA

(hereinafter called the Obligee), in the penal sum of

Twenty Five Thousand Dollars and No Cents (\$25,000).

for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 26th day of January, 2024.

WHEREAS, the said Principal has made or is about to make application to said Obligee for [a license as] or [a permit to] **Recycling/Trash Hauler**

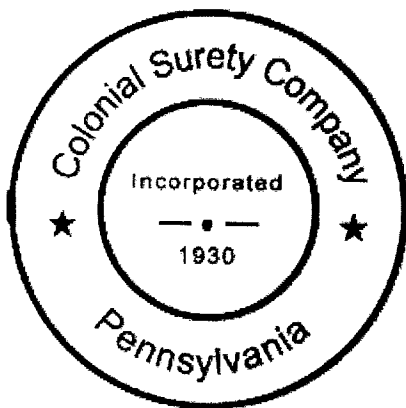
for a term beginning on January 26th, 2024 and ending on January 26th, 2025.

NOW THEREFORE, if the Principal shall indemnify the Obligee against any loss directly arising by reason of the failure of said Principal to comply with the laws or ordinances under which such license or permit is granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:

1. This bond shall remain in full force during the term of said license or permit unless cancelled in accordance with paragraph 2 below; but if said license or permit was issued for a term of one year or any other specific term, and said license or permit is renewed for one or more specific terms, this bond shall be and is hereby extended to cover during such additional term or terms. In no event, however, shall the liability of the Surety be cumulative from year to year or from period to period, nor exceed the penal sum written in the first paragraph of this bond.

2. This bond may be terminated or cancelled by Surety by giving **30** days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect liability incurred or accrued under this bond to the effective date of such termination or cancellation.



By [Signature] (Seal)  
RARA Trucking Inc, Principal

COLONIAL SURETY COMPANY  
By [Signature] (Seal)  
Wayne Nunziata, President

**COLONIAL SURETY COMPANY**

- Inc 1930 -

123 Tice Boulevard, Suite 250  
Woodcliff Lake, NJ 07677  
201-573-8788

BOND NUMBER: **CSC-118801**

**LICENSE/PERMIT BOND**

KNOW ALL PERSONS BY THESE PRESENTS that we,

**RARA Trucking Inc. San Jose, CA**

(hereinafter called the Principal) as Principal, and COLONIAL SURETY COMPANY, a corporation with principal offices at Woodcliff Lake, New Jersey (hereinafter called the Surety) as Surety, are held and firmly bound unto

**City of Lathrop, Lathrop, CA**

(hereinafter called the Obligee), in the penal sum of

**Twenty Five Thousand Dollars and No Cents (\$25,000).**

for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this **26th day of January, 2024.**

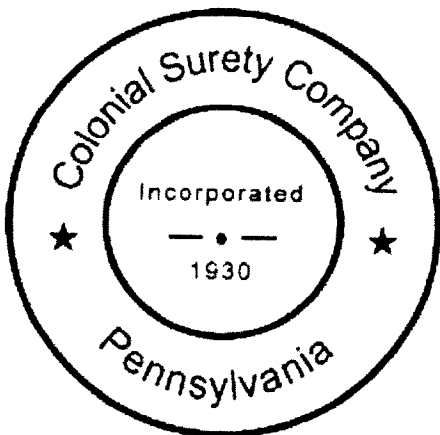
WHEREAS, the said Principal has made or is about to make application to said Obligee for [a license as] or [a permit to] **Recycling/Trash Hauler**

for a term beginning on **January 26th, 2024** and ending on **January 26th, 2025.**

NOW THEREFORE, if the Principal shall indemnify the Obligee against any loss directly arising by reason of the failure of said Principal to comply with the laws or ordinances under which such license or permit is granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to be and remain in full force and effect.

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A handwritten signature in black ink, appearing to read "RARA Trucking Inc.", written over a horizontal line.

By \_\_\_\_\_ (Seal)  
RARA Trucking Inc, Principal

COLONIAL SURETY COMPANY

A handwritten signature in black ink, reading "Michael Bonfante", written over a horizontal line.

By \_\_\_\_\_ (Seal)  
Michael Bonfante, Attorney-In-Fact



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/17/2024

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).

<b>PRODUCER</b> AMERICAN ARROW INSURANCE SVCS, INC. 6550 VAN BUREN ROAD STE. B RIVERSIDE, CA 92503 LICENSE#0L95341	<b>CONTACT NAME:</b> SERGIO RUELAS <b>PHONE (A/C, No, Ext):</b> 855-832-1092 <b>FAX (A/C, No):</b> 909-354-3628 <b>E-MAIL ADDRESS:</b> sruelas@americanarrowins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RARA TRUCKING, INC. P.O. BOX 7353 SAN JOSE, CA 95150	<b>INSURER A :</b> PENNSYLVANIA MANUFACTURERS <b>NAIC #</b> 12262	
	<b>INSURER B :</b> AMERICAN SUMMIT INSURANCE CO      19623	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

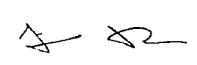
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		302401-0473975Y	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ASCA0010000528-01	3/19/2023	3/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> <b>MOTOR TRUCK CARGO</b> <input type="checkbox"/> <b>TRAILER INTERCHANGE</b>			812301-0473975Y 812301-0473975Y	11/13/2023 11/13/2023	11/13/2024 11/13/2024	\$100,000 LIMIT / \$1,000 DEDUCTIBLE \$30,000 LIMIT / \$1,000 DEDUCTIBLE CONTAINERS & DRY FREIGHT

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

THE CITY OF LATHROP ITS OFFICES AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED. ENDORSEMENT TO FOLLOW BY COMPANY.

<b>CERTIFICATE HOLDER</b> CITY OF LATHROP 390 Towne Centre Drive Lathrop, CA 95330	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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

## **ADDITIONAL INSURED - EXCESS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

Name of person or organization:

**THE CITY OF LATHROP ITS OFFICERS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED.  
390 Towne Centre Drive  
Lathrop, CA 95330**

With respect to SECTION II – LIABILITY COVERAGE only, Who is An Insured (Section II(A)(1)) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above.

The insurance provided hereby to the Additional Insured(s) is limited as follows:

1. The coverage afforded hereby is excess over any other valid and collectible insurance, whether such other insurance is primary, excess, contingent, or otherwise. Where the Additional Insured has valid and collectible insurance in excess of a self-insured retention, this insurance is excess over the combined limits of such insurance and the self-insured retention. Where the Additional Insured does not have valid and collectible insurance applicable to a claim that would be covered by the policy, the Additional Insured shall have a self-insured retention of the first million dollars of any covered loss and the insurance afforded hereby shall be excess over such self-insured retention.
2. The coverage afforded hereby to such additional insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the additional insured was held liable.
3. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are not inclusive and not in addition to the limits of insurance shown in the Declarations or Schedules of this policy.
4. Any coverage provided under this endorsement for any additional insured will never be broader than coverage provided to any named insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.



ATTACHMENT

- E -

Parks and Recreation Department

390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

**INDUSTRIAL REFUSE COLLECTION  
LICENSE APPLICATION**

COMPANY NAME: California Materials Inc.  
ADDRESS: 3736 S. Highway 99  
Stockton, CA 95215  
PHONE/FAX 209-477-7422  
EMAIL: michelle@californiamaterials.com

*The following license requirements are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.140 Industrial Solid Waste Removal – License Required.*

PROPOSED CUSTOMERS LIST (Names and Addresses):	CHECK IF ENCLOSED <u>✓</u>
SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY (See Municipal Code section 8.16.140.2):	<u>        </u>
NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT (Must be in compliance with all applicable air pollution control laws):	<u>✓</u>
ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000) - OR - MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT (The applicant shall provide proof of financial ability to provide service contemplated by the application)	<u>✓</u>
INSURANCE CERTIFICATE NAMING THE CITY, ITS OFFICES AND EMPLOYEES AS AN ADDITIONAL INSURED (See Municipal Code section 8.16.140.1 for Insurance Requirements):	<u>✓</u>
LICENSE FEE ENCLOSED (\$2,500)	<u>✓</u>
ADMINISTRATION FEE (\$92)	<u>✓</u>



**Parks and Recreation Department**

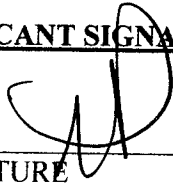
390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

TYPE OF WASTE REMOVAL SERVICE:

Aggregates or Debris

*The following definitions are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.010 "Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries and publicly operated treatment works.*

**APPLICANT SIGNATURES:**

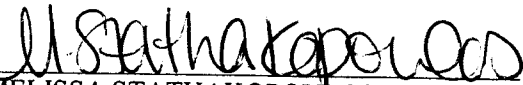
  
SIGNATURE

1/31/2024  
DATE

Michelle Post  
PRINT NAME

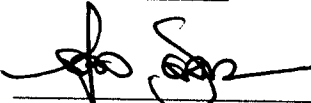
Safety Compliance Manager  
TITLE

**PROCESSED BY:**

  
MELISSA STATHAKOPOULOS  
MANAGER  
PARKS AND RECREATION DEPARTMENT

2.20.24  
DATE

**APPROVED BY:**

  
TODD SEBASTIAN  
DIRECTOR  
PARKS, RECREATION & FLEET SERVICES

3.4.24  
DATE

# Proposed Customer List

Customer	Main Phone	Street1	Street2	City	State	Zip
A & B CONSTRUCTION		1350 4TH STREET		BERKELEY	CA	94710
A C DIKE CO		2788 VENTURE DRIVE		LINCOLN	CA	95648
A.J. EXCAVATION INC		514 N BRAWLEY AVE	***EMAIL INVOICES***	FRESNO	CA	93706
A1 ADVANTAGE	916-388-2020	10308 PLACER LANE	***EMAIL INVOICES***	SACRAMENTO	CA	95827
ABSL CONSTRUCTION	510-727-0900	29393 PACIFIC STREET		HAYWARD	CA	94544
ACE BUILDING COMPANY INC.	916-518-1110	1024 IRON POINT ROAD	***EMAIL INVOICES***	FOLSOM	CA	95630
ACTION ASPHALT PAVING & MAINT	916-854-1881	22466 DOVE SPRINGS DRIVE		GRASS VALLEY	CA	95949
AHTNA GOVERNMENT SERVICES CORP	714-824-3470	110 W. 38TH AVE, STE 100H		ANCHORAGE	AK	99503
ALCCON GENERAL ENGINEERING		6060 MORTONO STREET		SACRAMENTO	CA	95828
AMERICAN ENVIRONMENTAL AVIATIO		188 LONG ISLAND AVE	**EMAIL INVOICES**	WYANDANCH	NY	11798
AMERICAN INTEGRATED SERVICE		PO BOX 92316		LONG BEACH	CA	90809
AMERICAN PAVEMENT SYSTEMS		1012 11th STREET #1000		MODESTO	CA	95354
ANDERSON PACIFIC ENGINEERING		1370 NORMAN AVENUE	***EMAIL INVOICES***	SANTA CLARA	CA	95054
ANRAK CORP	916-383-5030	5820 MAYHEW ROAD		SACRAMENTO	CA	95827
ARROW CONSTRUCTION		1850 DIESEL DRIVE	**EMAIL INVOICES**	SACRAMENTO	CA	95838
ASPHALT SEALING & DISPATCHING	209-770-8937	627 MARSHALL AVE		SAN ANDREAS	CA	95249
ASTA CONSTRUCTION CO INC		P.O. BOX 758	EMAIL INVOICES	RIO VISTA	CA	94571
B&M BUILDERS INC		11330 SUNRISE PARK DRIVE STE C	***EMAIL INVOICES***	RANCHO CORDOVA	CA	95742
BAY AREA TREE SPECIALISTS		541 W CAPITOL EXPWY #287	***EMAIL INVOICES***	SAN JOSE	CA	95136
BAY CITIES PAVING AND GRADING	925-687-6666	P.O. BOX 5227		CONCORD	CA	94524
BAYLOR SERVICES INC.	209-464-7903	P.O. BOX 499	**EMAIL INVOICES/HARD COPY	LOCKFORD	CA	35237
BEELINE CONCRETE CUTTING INC		1994 SANGUINETTI LN		STOCKTON	CA	95205
BEELINE GLASS INC.	510-583-7350	1961 NATIONAL AVE.		HAYWARD	CA	94545
BENJAMIN'S TRANSFER INC.	707-678-5072	7000 BUTTON AVE		DIXON	CA	95620
BERGER KEVIN		701 E. CANAL DRIVE		TURLOCK	CA	95380
BIONDI PAVING		8150 37TH AVENUE		SACRAMENTO	CA	95824-2306
BLACK DIAMOND PAVING INC.		23098 CONNECTICUT ST.		HAYWARD	CA	94545
BLACKSTAR PAVEMENT MAINTENANCE	(916) 337-6612	8360 GALENA AVE		SACRAMENTO	CA	95828
BLUELINE CONSTRUCTION	916-631-9761	11290 SUNRISE PARK DR. #B		RANCHO CORDOVA	CA	95742
BND TRANSPORT INC		PO BOX 32314		STOCKTON	CA	95213
BOCKMON & WOODY ELECTRIC CO		1528 EL PINAL DRIVE	**EMAIL INVOICES**	STOCKTON	CA	95205
BOSTON PACIFIC		6670 CASEY ROAD		DIXON	CA	95620
BOWEN ENGINEERING & ENVIRONMEN		4664 S. CEDAR AVE		FRESNO	CA	93725
BRICHETTO CATTLE COMPANY JOHN B		P.O. BOX 11600	***EMAIL INVOICES***	OAKDALE	CA	95361
Bridgeway Civil Constructors		3333 Vaca Valley Parkway Suite 2000		Vacaville	CA	95688
BROSAMER & WALL INC.	925-932-7900	1777 OAKLAND BLVD SUITE 110		WALNUT CREEK	CA	94596
C GIBSON PAVING		21864 ROAD 20 1/2		CHOWCHILLA	CA	93610
C&C CONTRACTING INC.		25 STANFORD PLACE	**EMAIL INVOICES**	MONTCLAIR	NJ	07042
C.O.D.'S		CASH ON DELIVERY		STOCKTON	CA	95213
CAL VALLEY CONSTRUCTION INC.		5125 N. GATES AVE. STE#102	***EMAIL INVOICES***	FRESNO	CA	93722
CALIFORNIA BLDG MATERIAL SUPPL		4408 VAHAN CT		LANCASTER	CA	93536
California Express, LLC		2304 Shadowbrook Way		Modesto	CA	95351
CALIFORNIA LANDSCAPE SUPPLY IN		4107 MORGAN RD		CERES	CA	95307
CALIFORNIA LIVE FLOORS INC		4580 S. HWY 99	***EMAIL INVOICES***	STOCKTON	CA	95215
CAL-WASTE		175 ENTERPRISE CT. STE A	*** EMAIL INVOICES***	GALT	CA	95632
CAVANAUGH PAVING & GRADING	209-230-6886	1848 BURGUNDY DRIVE		ESCALON	CA	95320
CENCAL RECYCLING/GREEN PLANET		501 PORT ROAD		STOCKTON	CA	95203
CENTRAL ENVIRONMENTAL		311 NORTH SITKA STREET		ANCHORAGE	AK	99501-1841
CENTRAL STRIPING SERVICE INC.	916-635-5175	3489 LUYUNG DRIVE		RANCHO CORDOVA	CA	95742
CENTRAL TRUCKING	601-842-5282	P.O. BOX 433		MANTECA	CA	95336
CENTRAL VALLEY AG GRINDING INC	209-232-3561	5707 LANGWORTH ROAD		OAKDALE	CA	95361
CENTRAL VALLEY DEMOLITION		3900 TAHITI LANE		MODESTO	CA	95356
CENTRAL VALLEY PAVING		1310 ROCKEFELLER DRIVE #A		CERES	CA	95307
CHESTER BROSS. CONSTRUCTION		318 E KETTLEMAN LANE		LODI	CA	95240
CITY OF MODESTO		PO BOX 642		MODESTO	CA	95353
CITY OF STOCKTON		PUBLIC WORKS/BILL COONS	1465 S LINCOLN ST	STOCKTON	CA	95206
CIVIL PACIFIC INC	916-228-4809	8628 ELDER CREED RD UNIT # 200		SACRAMENTO	CA	95828
CLARKS HOME & GARDEN		30132 INDUSTRIAL PKWY SW		HAYWARD	CA	94544
CLAUNCH DON	209-606-2148	P.O. BOX 938		RIPON	CA	95366
CLEAN PLANET INC.		P.O. BOX 32258		STOCKTON	CA	95213
CMAT Mobile Crushing		P.O. BOX 31930		STOCKTON	CA	95213
CNR TRUCKING & CATTLE COMPANY		759 S HASKELL AVE	***EMAIL INVOICES***	WILCOX	AZ	85643
COLE CONCRETE SAWING & DRILLIN	209-882-2676	P.O. BOX 1138		WATERFORD	CA	95386
Collins Electrical Company Inc	209-466-3691	3412 Metro Dr.	***EMAIL INVOICES***	Stockton	CA	95215
CONCENTRIC DEVELOPMENT GROUP		960 RISA RD #10	***EMAIL INVOICES***	LAFAYETTE	CA	94549
CONTI MATERIALS SERVICE LLC		P.O. BOX 30248		STOCKTON	CA	95213
COOK ENGINEERING INC		3203 FITZGERALD ROAD	***** EMAIL INVOICES*****	RANCHO CORDOVA	CA	95742
COZART BROTHERS INC	925-449-0212	235 FRANK WEST CIR		STOCKTON	CA	95206
COZART BROTHERS INC. 20-053		651 ENTERPRISE COURT		LIVERMORE	CA	94550
CUSHMAN CONTRACTING CORP	805-964-8661	PO BOX 147		GOLETA	CA	93116
DEMO UNLIMITED INC		51350 DESERT CLUB DR. STE 3	***EMAIL INVOICES***	LA QUINTA	CA	92253
DESILVA GATES CONSTRUCTION	(925) 361-1380	PO BOX 2909		DUBLIN	CA	94568
DESTINATION ANYWHERE		PO BOX 21		TRACY	CA	95378
DIEDE CONSTRUCTION	209-369-8255/Melanie	P.O. Box 1007		Woodbridge	CA	95258
DIEDE CONSTRUCTION:14014-5984		12393 CALIFORNIA 99		LODI	CA	95240
DIRT DYNASTY INC.		PO BOX 67	***EMAIL INVOICES***	FARMINGTON	CA	95230
DIVERSIFIED TELECOM SERVICES		PO BOX 273	**EMAIL INVOICES**	WAVERLY	NE	68462-0273
DK CONSTRUCTION		PO BOX 42		ESCALON	CA	95320
DON LAWLEY COMPANY	209-466-8088	P.O. BOX 31807	***EMAIL INVOICES***	STOCKTON	CA	95213
DR PIPELINES		23 HOOPER DR		STOCKTON	CA	95203
DREAMBUILDER CONSTRUCTION CORP		**EMAIL INVOICES**	18543 YORBA LINDA BLVD. #376	YORBA LINDA	CA	92886
DRY CREEK CONSTRUCTION	209-744-8005	105 ENTERPRISE CT		GALT	CA	95632
DRYCO CONSTRUCTION INC		42745 BOSCELL ROAD		FREMONT	CA	94538
DUN-RITE EXCAVATING INC		5382 BRISA STREET	***EMAIL INVOICES***	LIVERMORE	CA	94550
DURAN & VENABLES INC		748 S Hillview DR		MILPITAS	CA	95035
DUTCH NUTS INC		10900 HUTCHINSON ROAD		RIPON	CA	95366

Customer	Main Phone	Street1	Street2	City	State	Zip
E. E. GILBERT CONSTRUCTION	925-228-0317	155 HOWE RD		MARTINEZ	CA	94554
EAGLE ROOFING PRODUCTS		3546 N RIVERSIDE AVE		RIALTO	CA	92377
ELEVEN ENGINEERING INC.	707-789-7900	1003 CLEGG CT , STE G		PETALUMA	CA	94954
ELEVEN ENGINEERING INC..202234		1003 CLEGG CT STE G	***EMAIL INVOICES***	PETALUMA	CA	94954
ENTACT LLC	630-986-2900	999 OAKMONT PLAZA DR, STE 300	***EMAIL INVOICES***	WESTMONT	IL	60559
ENVIRONMENTAL CONCEPTS		27801 HALE CT		TAHACHAPI	CA	93561
ETERNA TRUCKING, LLC		7817 DEER CREEK DRIVE		SACRAMENTO	CA	95823
ETIC	925-602-4710	2285 MORELLO AVE	***EMAIL INVOICES***	PLEASANT HILL	CA	94523
FARRIS EXCAVATION		1117 K STREET	***EMAIL INVOICES***	SANGER	CA	93657
FORD CONSTRUCTION COMPANY		300 PINE STREET	*****EMAIL INVOICES*****	LODI	CA	95240
FORGEN L.L.C.		6020 W OAKS BLVD STE 220	***EMAIL INVOICES***	ROCKLIN	CA	95765
FOUNDATION SERVICE CORP.	319-988-9802	220 WATERLOO RD/PO BOX 120		HUDSON	IA	50643
FOUNDATION SERVICE CORP .6514		220 WATERLOO RD / PO BOX 120	***EMAIL INVOICES***	HUDSON	IA	50643
FRANK C ALEGRE TRUCKING		P.O. BOX 1508		LODI	CA	95241
FREMONT PAVING COMPANY INC		38370 CEDAR BLVD	***EMAIL INVOICES***	NEWARK	CA	94560
FTG CONSTRUCTION MATERIALS IN		PO BOX 1508		LODI	CA	95241
G&G BUILDERS INC.	925-846-9023	4542 CONTRACTORS PLACE		LIVERMORE	CA	94550
G&L BROCK CONSTRUCTION CO INC		4145 CALLOWAY COURT		STOCKTON	CA	95215
GENERAL ENGINEERING INC		4298 ROSEWOOD CT		CONCORD	CA	94521
GEORGE REED INC.		P.O. BOX 4760		MODESTO	CA	95352
GLENN HUNTER & ASSOCIATES INC	419-533-0925	1222 COUNTY RD 6		DELTA	OH	43515
GOLD RUSH ENTERPRISES		5252 BEAR CREEK RD		LODI	CA	95240
GOLDEN STATE CONSTRUCTION		9354 PADDON DR	**EMAIL INVOICES**	ESCALON	CA	95320
GOLDEN STATE STRIPING INC	209-451-4407	P.O. BOX 946	***EMAIL INVOICES***	LINDEN	CA	95215
GOODFELLOW BROS. CA LLC		PO BOX 598		WENATCHEE	WA	98807
GRANITE CONSTRUCTION COMPANY	916-855-4400	4001 BRADSHAW ROAD		SACRAMENTO	CA	95827
GRANITE ROCK COMPANY		PO BOX 50001		WATSONVILLE	CA	95077
GRANITEROCK COMPANY	831-768-2100	5225 HELLYER AVE, STE 220		SAN JOSE	CA	95138
Grayson Engineering	209-368-5440	P.O BOX 2572	***EMAIL INVOICES***	LODI	CA	95241
GRO-WELL BRANDS INC.	209-982-4936	PO BOX 25406		TEMPE	AZ	85285
GSE CONSTRUCTION CO INC		7633 SOUTHFRONT RD STE 180	***EMAIL INVOICES***	LIVERMORE	CA	94551
GT MATERIAL TRUCKING SOLUTIONS	530-681-7336	8929 BOYCE RD		WINTERS	CA	95694
GUINN CONSTRUCTION		PO BOX 1339		BAKERSFIELD	CA	93302
GUY YOOCOM CONSTRUCTION INC.	951-248-0270	3299 HORSELESS CARRIAGE RD #H		NORCO	CA	92860
HAGGERTY		2474 WIGWAM DRIVE		STOCKTON	CA	95205
HARDESTY EXCAVATING INC		12606 HARDESTY LANE		GALT	CA	95632
Herring Paving Company		8039 Westhill Road		Valley Springs	CA	95252
HILLENBRAND EXCAVATION INC. NIAGRA BOTTLING		8510 FAIR WAY	***EMAIL INVOICES***	ROSEVILLE	CA	95661
HUDSON EXCAVATION INC.	925-666-8966	P.O. BOX 1208		BRENTWOOD	CA	94513
IMPACT SOLUTIONS INDUSTRIES	530-557-0071	P.O. BOX 958		MEADOW VISTA	CA	95722
INDEPENDENT CONSTRUCTION	925-686-1780	3911 LAURA ALICE WAY		CONCORD	CA	94520
INDEPENDENT CONSTRUCTION.1291		3911 LAURA ALICE WAY	***EMAIL INVOICES***	CONCORD	CA	94520
INDUSTRIAL SERVICES COMPANY		3648 W NICHOLS STREET	*****EMAIL INVOICES*****	SPRINGFIELD	MO	95803
INNOVATIVE CONSTRUCTION SOLUTI		575 ANTON BLVD. SUITE 850		COSTA MESA	CA	92626
IRISH CONSTRUCTION	209-576-8766	1028 MARCHY LANE		CERES	CA	95307
J.A.R CONSTRUCTION SERVICES	559-753-8161	5588 N MCCALL AVE		CLOVIS	CA	93619
J.B. BOSTICK COMPANY		2175 PFE ROAD STE # C		ROSEVILLE	CA	95747
J.R.H. GENERAL ENGINEERING INC	209-817-3071	4102 COASTAL COVE LANE	***EMAIL INVOICES***	STOCKTON	CA	95219
JEFF ROGERS TRUCKING		P.O. BOX 30698	**EMAIL INVOICES**	STOCKTON	CA	95213
JENSEN LANDSCAPE CONTRACTOR	408-930-1609	1250 AMES AVE		MILPITAS	CA	95035
JENSEN PRECAST	916-991-8800	9895 DOUBLE R BLVD		RENO	NV	89521-5917
JIM THORPE OIL INC.		P.O. BOX 357	**EMAIL INVOICES**	LODI	CA	95241-0357
JJB FARMS LP.		100 HOLLAND GLEN		ESCONDIDO	CA	92026
JM SEALCOAT AND PAVING		11401 BOESAW RD		GALT	CA	95632
JOHNSON FRAZIER RANCH LLC		PO BOX 168		STOCKTON	CA	95201
JOSEPH J ALBANESE INC.		P.O. BOX 667	***EMAIL INVOICES***	SANTA CLARA	CA	95052
JS TAYLOR CONSTRUCTION INC		P.O. BOX 4396		MANTECA	CA	95337
K&D ENTERPRISE INC		4107 MORGAN RD #1		CERES	CA	95307
KDC CONSTRUCTION		1442 E. LINCOLN AVE #334	**EMAIL INVOICES**	ORANGE	CA	92865
KDW CONSTRUCTION LLC	925-493-8940	7670 LAS POSITAS RD		LIVERMORE	CA	94551
K-FIVE CONSTRUCTION CORP		999 OAKMONT PLAZA DRIVE		WESTMONT	IL	60559
KINDNESS GENERAL CONTRACTORS		6461 GLOBAL DRIVE	***EMAIL INVOICES***	CYPRESS	CA	90630
KNIFE RIVER CONSTRUCTION		P.O. BOX 6099		STOCKTON	CA	95206
KNIFE RIVER READY MIX COMPANY		P.O BOX 66001	**EMAIL INVOICES**	STOCKTON	CA	95206
KW EMERSON	209-754-3839	PO BOX 549		SAN ANDREAS	CA	95249
L.H. VOSS MATERIALS INC.		2445 VISTA DEL MONTE		CONCORD	CA	94520
LAGORIO BROTHER FARMS		18600 E TOBACCO ROAD	**EMAIL INVOICES**	LINDEN	CA	95236
LAW OFFICES OF MAYOL & BARRINGER		1324 J STREET		MODESTO	CA	95354
LB ENVIRONMENTAL INC		4460 S HWY 99	***EMAIL INVOICES***	STOCKTON	CA	95215
LEA'S DEMO		4637 E SERVICE RD		CERES	CA	95307
LKQ CORP		1016 SOUTH WILSON WAY		STOCKTON	CA	95205
LODI FARMING INC..LODI FARMSST		11292 N ALPINE RD	***EMAIL INVOICES***	STOCKTON	CA	95212
LR VARWIG & SONS INC		PO BOX 691807		STOCKTON	CA	95269
M.A. STEINER CONSTRUCTION INC		8854 GREENBACK LANE SUITE 1		ORANGEVALE	CA	95662
M.J. GILBERT CONSTRUCTION INC	925-294-8210	P.O. BOX 966		RIPON	CA	95366
MACHADO & SONS CONSTRUCTION		1000 S. KILROY RD		TURLOCK	CA	95380
MACHADO DAIRY FARMS	209-239-5287	P.O. BOX 4430		MANTECA	CA	95337
MAG ENGINEERING INC.		P.O. BOX 8442		FRESNO	CA	93747
MALONEY ODIN JV		74 DIGITAL DR		NOVATO	CA	94949
MARK MANLEY TRUCKING LLC	916-689-4226	PO BOX 292785		SACRAMENTO	CA	95829
MARTIN BROTHERS CONSTRUCTION		8801 FOLSOM BLVD STE 260		SACRAMENTO	CA	95826
MAY CONSTRUCTION		27648 SONORA CIRCLE	**EMAIL INVOICES**	TEMECULA	CA	92591
MC CLERNON GENERAL ENGINEERING		2941 SUNRISE BLVD SUITE # 105		RANCHO CORDOVA	CA	95742
MCDONAL ASPHALT CONSTRUCTION	559-836-0971	39282 CLARKSON DR.		KINGSBURG	CA	93631
McGUIRE AND HESTER	(510) 632-7676	2810 HARBOR BAY PRKWY		ALAMEDA	CA	94502
McGUIRE AND HESTER.4541		2810 HARBOR BAY PKWY	***EMAIL INVOICES***	ALAMEDA	CA	94502



Customer	Main Phone	Street1	Street2	City	State	Zip
MCI ENGINEERING	209-472-1607	3817 E FARMINGTON RD	***EMAIL INVOICES***	STOCKTON	CA	95215
MCMLLEN ENTERPRISES		DBA UNITED PAVING	1207 MONTECLAIR DR	CERES	CA	95307
MECOM EQUIPMENT		4546 N. WILSON WAY		STOCKTON	CA	95208
MERCER-FRASER COMPANY		PO BOX 1006		EUREKA	CA	95502
MGE Underground INC.		PO Box 4189	***EMAIL INVOICES***	Paso Robles	CA	93447
MID-CAL CONSTRUCTION INC.		3416 NEWTON RD		STOCKTON	CA	95205
MOUNTAIN CASCADE INC.		PO BOX 5050		LIVERMORE	CA	94551
MOZINGO CONSTRUCTION	209-848-0160	751 WAKEFIELD COURT		OAKDALE	CA	95361
MUSE CONCRETE CONTRACTORS INC		8599 COMMERCIAL WAY		REDDING	CA	96002
MY STUFF STORAGE & RV		9734 DIABLO VISTA AVE		GALT	CA	95632
Neal & Sons Transportation Inc		510 S. Main St.	***EMAILED INVOICES***	Manteca	CA	95337
NEXT LEVEL GENERAL ENGINEERING	530-402-1370	PO BOX 8834		WOODLAND	CA	95695
NOMELLINI GRILLI & MCDANIEL		P.O. BOX 1461		STOCKTON	CA	95202
NORCAL DOZERS		3038 SEAGULL LANE	***EMAIL INVOICES**	STOCKTON	CA	95219
NORDIC ENTERPRISES INC		2119 W. MARCH LANE, SUITE A		STOCKTON	CA	95207
NORTH WEST RECYCLERS/SURFACING		9182 SURVEY ROAD		ELK GROVE	CA	95624
O.C. JONES & SONS INC.		1520 FOURTH STREET	***EMAIL INVOICES***	BERKELEY	CA	94710
ODYSSEY LANDSCAPE COMPANY		5400 W HIGHWAY 12		LODI	CA	95242
ONIONS ETC.		PO BOX 951		STOCKTON	CA	95201
ONSITE COMMERCIAL SERVICES		699 ENTERPRISE CT.		LIVERMORE	CA	94550
PACIFIC COAST GENERAL ENGINEER	925-252-0214	12 INDUSTRY ROAD	***EMAIL INVOICES**	PITTSBURGH	CA	94564
PACIFIC GOLD MARKETING INC.		745 BROADWAY STREET		FRESNO	CA	93721
PACIFIC INFRASTRUCTURE CONST		871 COTTING CT, STE A	***EMAIL INVOICES***	VACAVILLE	CA	95688
PACIFIC INFRASTRUCTURE CONST:21030		871 COTTING CT, STE A	***EMAIL INVOICES***	VACAVILLE	CA	95688
PACIFIC UNDERGROUND SERVICES		3881 MARTHA DR.	***EMAILED INVOICES***	MARTINEZ	CA	94553
PAPICH CONSTRUCTION INC.		398 SUNRISE TERRACE		ARROYO GRANDE	CA	93420
PAVEMENT COATINGS CO		10240 SAN SEVAINE WAY	***EMAIL INVOICES***	JURUPA VALLEY	CA	91752
PELLARIN CONSTRUCTION GROUP	650-369-6746	3203 W. MARCH LANE #120		STOCKTON	CA	95219
PENHALL COMPANY	916-386-1589	8416 SPECIALTY CIRCLE		SACRAMENTO	CA	95828
PLATINUM PIPELINE		P.O. BOX 1170	***EMAIL INVOICES***	LIVERMORE	CA	94551
PLEASANTON TRUCKING INC		PO BOX 11462	***EMAIL INVOICES***	PLEASANTON	CA	94588
PLUMBING SYSTEM WEST INC.		31491 OUTER HIGHWAY 10		REDLANDS	CA	92373
PORT OF STOCKTON		PO BOX 2089		STOCKTON	CA	95201
PRECISION ASPHALT		836 57TH STREET #418		SACRAMENTO	CA	95819
PRECISION EXCAVATING & DRILLING		1043 SERPENTINE LANE STE E		PLEASANTON	CA	94566
R E MASON ENGINEERING INC.	559-917-5900	1195 W SHAW AVE #D	***EMAIL INVOICES***	FRESNO	CA	93711
R.A NEMETZ CONSTRUCTION CO INC		PO BOX 5306		GALT	CA	95632
RADER EXCAVATING INC.		9689 SWEDE CREED RD		PALO CEDRO	CA	96073
RECLAMATION DISTRICT NO. 548		ATTN: DANTE J NOMELINI JR		STOCKTON	CA	95201
RECOLOGY - VERNALIS		3909 GAFFERY RD		VERNALIS	CA	95385
RECOLOGY BLOSSOM VALLEY		245 N FIRST ST	*****EMAIL INVOICES*****	DIXON	CA	95620
RECOLOGY-MODESTO		235 FIRST ST.		DIXON	CA	95620
REEVES SAND & GRAVEL INC.		P.O. BOX 60		FRENCH CAMP	CA	95231
REGE TRUCK		PO BOX 30249		WALNUT CREEK	CA	94598
REPUBLIC SERVICES		3326 FITZGERALD RD		RANCHO CORDOVA	CA	95742
ROBERT A. BOTHMAN INC.		2690 SCOTT BLVD		SANTA CLARA	CA	95050
ROBERT BURNS CONSTRUCTION	209-943-6969	2501 N. WIGWAM DRIVE		STOCKTON	CA	95205
ROBINSON SWEEPING		PO BOX 123		STEVINSON	CA	95374
ROCKY MOUNTAIN FABRICATION		1125 W 2300 NORTH		SALT LAKE CITY	UT	84116
RODGERS CONSTR. & ENGINEERING		P.O. BOX 6885		STOCKTON	CA	95206
ROEBBELEN CONTRACTING INC.	916-939-4000	1241 HAWKS FLIGHT CT	***EMAIL INVOICES***	EL DORADO HILLS	CA	95162
RON COOPER GENERAL ENGINEERING		P.O. BOX 1186		ARNOLD	CA	95223
ROCCO RENTS & MATERIALS		9182 SURVEY RD		ELK GROVE	CA	95624
ROSS F. CARROLL INC.		P.O. BOX 1308	***EMAIL INVOICES***	OAKDALE	CA	95361
RSH CONSTRUCTION SERVICES INC		PO BOX 2810		HEMET	CA	92546
RUBIK BUILT LLC	209-408-0626	1004 RENO AVE.	****EMAIL INVOCES****	MODESTO	CA	95351
RV STRIPING LLC	916-248-2736	6836 4TH AVE		RIO LINDA	CA	95673
S&B TRUCKING INC.		PO BOX 294075		SACRAMENTO	CA	95829
S.C. PIEROVICH FARMING LLC		13137 E. KETTLEMAN LANE		LODI	CA	95240
S.T. RHOADES CONSTRUCTION INC		P.O. BOX 494520	***EMAIL INVOICES***	REDDING	CA	96049
SALGADO TRUCKING		PO BOX 704		LODI	CA	95241
SAVIDGE CONSTRUCTION INC.	530-363-0574	4401 SONJA COURT	P.O. BOX 1606	PLACERVILLE	CA	95667
SECURITY PAVING COMPANY INC.		3075 TOWNSGATE RD. #200	***EMAIL INVOICES**	WESTLAKE VILLAGE	CA	91361
SEEGERT CONSTRUCTION		3098 INDUSTRIAL BLVD		WEST SACRAMENTO	CA	95691
SHIMMICK CONSTRUCTION COMPANY		8201 EDGEWATER DRIVE SUITE 202		OAKLAND	CA	94621
SIERRA ASPHALT INC		3755 OMEG CIR #2		RANCHO CORDOVA	CA	95742
SIERRA CONCRETE CUTTING		5420 PUERTA DEL SOL		CAMINO	CA	95709
SIERRA MOUNTAIN CONSTRUCTION		16355 YOSEMITE ROAD		SONORA	CA	95370
SIERRA NATIONAL CONSTRUCTION		5433 EL CAMINO AVE. STE 4	*** EMAIL INVOICES ***	CARMICHAEL	CA	95608
SINCLAIR GENERAL ENGINEERING C	209-847-6100	PO BOX 1453	***EMAIL INVOICES**	OAKDALE	CA	95361
SIXTY - 3 TRUCKING		735 Reed Street		Santa Clara	CA	95050
SMITH COATINGS	209-368-3718	126 HOUSTON LANE		LODI	CA	95240
SORACCO INC.		903 E LODI AVE	***EMAIL INVOICES**	LODI	CA	95240
SOUTHWEST GRADING INC.		6241 ANGELO COURT		LOOMIS	CA	95650
SPEELMAN EXCAVATION		1648 FAIRWAY OAKS COURT		RIPON	CA	95366
Stealth Transport Intl, LLC		521 Mary Todd Lane		Modesto	CA	95354
STEELHEAD CONSTRUCTORS		2940 INNSBRUCK DRIVE	***EMAIL INVOICES**	REDDING	CA	96003
STEVE P. RADOS INC.		P.O. BOX 15128		SANTA ANA	CA	92735
STEVE'S EXCAVATING		P.O. BOX 1071		LOOMIS	CA	95650
SUKUT CONSTRUCTION LLC		4010 W. CHANDLER AVE.		SANTA ANA	CA	92704
SYBLON REID		1130 SIBLEY ST		FOLSOM	CA	95630
Synergy Petroleum Enterprises		510 Myrtle Ave. Ste# 209		S San Francisco	CA	94080
T & S INTERMODAL MAINTENANCE		P.O. BOX 1592	***EMAIL INVOICES**	LINDEN	CA	95236
T. MAUS GRADING & PAVING INC.		1953 N WARREN RD	***EMAIL INVOICES***	SAN JACINTO	CA	92582
TEICHERT CONSTRUCTION:10000.08			*****EMAIL INVOICES*****	SACRAMENTO	CA	95864
THE DUTRA GROUP	415-258-6876	2350 KERNER BLVD		SAN RAFAEL	CA	94901

Customer	Main Phone	Street1	Street2	City	State	Zip
THEIS ENGINEERING		3250 MONIER CIRCLE STE C	***EMAIL INVOICES***	RANCHO CORDOVA	CA	95742
THOMPSON BUILDERS CORP.		5400 Hanna Ranch Rd	**EMAIL INVOICES**	Novato	CA	94945
TITAN CRANE & RIGGING INC	209-993-3557	P.O. BOX 30996		STOCKTON	CA	95213
TOM MAYO CONSTRUCTION	(209)943-6248	4735 FREMONT STREET		STOCKTON	CA	95215
TRACY GRADING AND PAVING INC.		5431 WEST GRANT LINE ROAD	**EMAIL INVOICES**	TRACY	CA	95304
TREEWISE CONSULTING/BRIDGEWOOD		6507 PACIFIC AVE	***EMAIL INVOICES***	STOCKTON	CA	95207
TRITON TOWER INC.		3200 JEFFERSON BLVD		WEST SACRAMENTO	CA	95691
TWO RIVERS DEMO	916/638-6775	2620 Mercantile Drive, STE 100		Rancho Cordova	CA	95742
UNITED PAVEMENT MAINTENANCE		P.O. BOX 1017		HUGHSON	CA	95326
US MINE CORP	209-790-4535	PO BOX 580		IONE	CA	95640
VITO BAVARO CONSTRUCTION INC	209-470-7190	26319 MAGNOLIA RD		ESCALON	CA	95213
VSS INTERNATIONAL INC		3785 CHANNEL DRIVE		WEST SACRAMENTO	CA	95691
VULCAN CONST. & MAINT.		1010 W WHITESBRIDGE AVE	****EMAIL INVOICES****	FRESNO	CA	93706
VULCAN INTERPLANT		9800 DEL RD		ROSEVILLE	CA	95747
W C MALONEY	(209) 942-1129	P.O. BOX 30326		STOCKTON	CA	95213
WABO		726 ALFRED NOBEL DRIVE		HERCULES	CA	94547
WALLER INC		2229 TRINITY DR		BRENTWOOD	CA	94513
WASTEXPERTS		ATTN: DAVE LENTZ	440 BOULDER CT. STE. 200	PLEASANTON	CA	94566
WEST COAST BACKHOE INC		33 MAXWELL STREET		LODI	CA	95240
WEST COAST WATER & TRUCKING		3941 PARK DRIVE, SUITE 20-231		EL DORADO HILLS	CA	95762
Wilkey's Construction INC	530-741-2233	4557 Skyway Dr.		OLIVEHURST	CA	95961
YOGI BEAR'S JELLYSTONE PARK		CAMP RESORT - TOWER PARK	14900 WEST HIGHWAY 12	LODI	CA	95242
ZOVICH & SONS INC. DBA ZOVICH		2589 WEST 10TH	#K4-101	ANTIOCH	CA	94509
ZUCKERMAN-HERITAGE INC.		P.O. BOX 487	***EMAIL INVOICES***	STOCKTON	CA	95201

# Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

## Vehicles & Equipment

Unit Number: 11 Category: Trucks

Start Reading: 10

Total Miles: 205,792

Mfg. Year: 2020

Date in Service: 2/1/2020

Condition: New

License Plate: 39388H3

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X9LD469701

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Body Type Super Dump

Company CMAT

Engine Make PACCAR

Engine Model PX9

Normal Use Dump

Registered Weight 15910

Trans. Make EATON FULLER

Trans. Model ULTRA S/N FO14E306LL-VCS

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Unit Number: 12 Category: Trucks**

Start Reading: 14

Total Miles: 199,027

Mfg. Year: 2020

Date in Service: 2/11/2020

Condition: New

License Plate: 39391H3

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X4LD469699

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Body Type  
Company Super Dump  
CMAT

Engine Make PACCAR

Engine Model PX9

Normal Use Dump

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Body Type  
Company Super Dump  
CMAT

**Unit Number: 13 Category: Trucks**

Start Reading: 11

Unit Specification Data

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Coordinated Universal Time

Total Miles: 187,855

Mfg. Year: 2020

Date in Service: 2/11/2020

Condition: New

License Plate: 57830X2

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X0LD469702

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 14 Category: Trucks

Start Reading: 13

Total Miles: 197,706

Mfg. Year: 2020

Engine Make PACCAR ESN 74565737

Engine Model PX9

Normal Use Dump

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Body Type Super Dump

Company CMAT

Engine Make PACCAR

Engine Model PX9

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Date in Service:** 2/11/2020

**Condition:** New

**License Plate:** 39393H3

**Registration Exp:** 02/28/24

**Serial Number:** 1NPCLJ0X2LD469698

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Normal Use** Dump

**Vehicle Make** Peterbilt

**Vehicle Model** 567

**Total Weight Required** 65,000

**Unit Number:** 15 **Category:** Trucks

**Start Reading:** 10

**Total Miles:** 192,516

**Mfg. Year:** 2020

**Date in Service:** 2/11/2020

**Condition:** New

**Body Type** Super Dump  
**Company** CMAT

**Engine Make** PACCAR

**Engine Model** PX9

**Normal Use** Dump

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

License Plate: 99986V3

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X7LD469700

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

**Unit Number: 16 Category: Trucks**

Start Reading: 186,700

Total Miles: 174,138

Mfg. Year: 2016

Date in Service: 5/29/2019

Condition: Used

License Plate: 76444T2

Registration Exp: 05/31/24

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Body Type Super Dump  
Company CMAT

Engine Make PACCAR

Engine Model PX9

Steer Tire Size 315/80R22.5

Trans. Make EATON

Vehicle Make Peterbilt

**Unit Specification Data**

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Coordinated Universal Time

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<b>Serial Number:</b> 1NPSLJ0X1HD415408	<b>Vehicle Model</b>	365
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	65,000
<b>Employee Number:</b>	<b>Body Type</b>	Super Dump
<b>Full Name:</b>	<b>Company</b>	CMAT
<b>Current Book Value:</b>	<b>Engine Make</b>	PACCAR
<b>Unit Number: 17 Category: Trucks</b>	<b>Engine Model</b>	PX9
<b>Start Reading:</b> 245,133	<b>Steer Tire Size</b>	315/80R22.5
<b>Total Miles:</b> 185,093	<b>Trans. Make</b>	EATON
<b>Mfg. Year:</b> 2016	<b>Trans. Model</b>	RTO-14909ALL
<b>Date in Service:</b> 5/20/2019	<b>Vehicle Make</b>	Peterbilt
<b>Condition:</b> Used	<b>Vehicle Model</b>	365
<b>License Plate:</b> 93915W1		
<b>Registration Exp:</b> 08/31/24		
<b>Serial Number:</b> 1NPSLJ0X9GD350967		



### Unit Specification Data

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Fuel Type: Diesel

Total Weight Required 65,000

Employee Number:

Full Name:

Current Book Value:

Unit Number: 18 Category: Trucks

Start Reading: 297,780

Total Miles: 164,664

Mfg. Year: 2016

Date in Service: 7/9/2018

Condition: Used

License Plate: 93914W1

Registration Exp: 08/31/24

Serial Number: 1NPSLJ0X7GD350966

Fuel Type: Diesel

Employee Number:

Body Type Super Dump

Company CMAT

Engine Make PACCAR

Engine Model PX9 - 8.9L

Steer Tire Size 11R22.5

Vehicle Make Peterbilt

Vehicle Model 365

Total Weight Required 65,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Full Name:**

**Current Book Value:**

**Unit Number: 19 Category: Trucks**

**Start Reading: 334,285**

**Total Miles: 196,840**

**Mfg. Year: 2014**

**Date in Service: 4/11/2018**

**Condition: Used**

**License Plate: 85854J1**

**Registration Exp: 05/31/24**

**Serial Number: 1NPSLJ0X8ED224743**

**Fuel Type: Diesel**

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Body Type**  
**Company**

**Engine Make**

**Engine Model**

**Vehicle Make**

**Vehicle Model**

**Total Weight Required**

Super Dump  
CMAT

PACCAR

PX9 - 8.9L ESN73512634

Peterbilt

365

65,000

**Unit Number: 20 Category: Trucks**

### Unit Specification Data

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Coordinated Universal Time

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<b>Start Reading:</b> 25,428	<b>Body Type</b>	Super Dump
<b>Total Miles:</b> 268,300	<b>Company</b>	CMAT
<b>Mfg. Year:</b> 2018	<b>Engine Make</b>	PACCAR
<b>Date in Service:</b> 9/6/2017	<b>Engine Model</b>	MX13 74158029 8.9L
<b>Condition:</b> New	<b>Trans. Make</b>	EATON - K1223448
<b>License Plate:</b> 39390H3	<b>Trans. Model</b>	FULLER F014E208LL - VCS 10
<b>Registration Exp:</b> 09/30/24	<b>Vehicle Make</b>	SPEED - UNIT TRANS S/N - K1223448 Peterbilt
<b>Serial Number:</b> 1NPCLJ0X9JD469694	<b>Vehicle Model</b>	567
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	65,000
<b>Employee Number:</b>		
<b>Full Name:</b>		
<b>Current Book Value:</b>		
<b>Unit Number: 21 Category: Trucks</b>	<b>Body Type</b>	Reliance Super Dump # JS704060
<b>Start Reading: 0</b>	<b>Company</b>	CMAT
<b>Total Miles: 281,907</b>		

**Unit Specification Data**

Coordinated Universal Time

**Mfg. Year:** 2018

**Date in Service:** 9/6/2017

**Condition:** New

**License Plate:** 39392H3

**Registration Exp:** 09/30/24

**Serial Number:** 1NPCLJ0X0JD469695

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number:** 22 **Category:** Trucks

**Start Reading:** 165,957

**Total Miles:** 256,556

**Mfg. Year:** 2018

---

<b>Engine Make</b>	PACCAR
<b>Engine Model</b>	PX-9
<b>Normal Use</b>	Dump
<b>Trans. Make</b>	FULLER F014E308LL - VCS 10 SPEED
<b>Trans. Model</b>	UNIT TRANS S/N - K1224568
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	567
<b>Total Weight Required</b>	65,000
<b>Body Type</b>	Super Dump
<b>Company</b>	CMAT
<b>Engine Make</b>	PACCAR

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

<b>Date in Service:</b> 9/7/2017	<b>Engine Model</b>	PX9
<b>Condition:</b> New	<b>Trans. Make</b>	FULLER F014E308LL - VCS 10 SPEED
<b>License Plate:</b> 39389H3	<b>Trans. Model</b>	UNIT TRANS S/N - K1224566
<b>Registration Exp:</b> 09/30/24	<b>Vehicle Make</b>	Peterbilt
<b>Serial Number:</b> 1NPCLJ0X2JD469696	<b>Vehicle Model</b>	567
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	65,000
<b>Employee Number:</b>	<b>Body Type</b>	Super Dump - RELIANCE BODY# JS704062
<b>Full Name:</b>	<b>Company</b>	CMAT
<b>Current Book Value:</b>	<b>Engine Make</b>	PACCAR
<b>Unit Number: 23 Category: Trucks</b>	<b>Engine Model</b>	PX-9
<b>Start Reading: 0</b>		
<b>Total Miles: 285,514</b>		
<b>Mfg. Year: 2018</b>		
<b>Date in Service: 9/8/2017</b>		

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

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Condition: New

License Plate: 39395H3

Registration Exp: 09/30/24

Serial Number: 1NPCLJ0X4JD469697

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 24 Category: Trucks

Start Reading: 86,955

Total Miles: 109,814

Mfg. Year: 2018

Date in Service: 12/11/2020

Condition: Used

Trans. Make FULLER

Trans. Model F014E308LL

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Body Type Super Dump  
Company CMAT

Engine Make PACCAR

Engine Model PX9 74213888

Normal Use Dump

Vehicle Make Peterbilt

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

License Plate: 03668B3

Total Weight Required 65,000

Registration Exp: 09/30/24

Serial Number: 1NPCLJ0X2JD488037

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 25 Category: Trucks

Start Reading: 160,484

Body Type Super Dump  
Company CMAT

Total Miles: 137,450

Engine Make PACCAR

Mfg. Year: 2018

Engine Model PX9

Date in Service: 12/15/2020

Normal Use Dump

Condition: Used

Trans. Make allison

License Plate: 50507M2

Trans. Model 3000 RDS-P

Registration Exp: 07/31/24

Vehicle Make Peterbilt

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

Serial Number: 1NPCLJ0X6JD495735

Fuel Type: Diesel

Vehicle Model 567

Total Weight Required 65,000

Employee Number:

Full Name:

Current Book Value:

Unit Number: 26 Category: Trucks

Start Reading: 195,000

Total Miles: 105,466

Mfg. Year: 2018

Body Type Super Dump

Company CMAT

Engine Make PACCAR

Engine Model PX9

Normal Use SUPER

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Date in Service: 4/19/2021

Condition: Used

License Plate: 89376G2

Registration Exp: 05/31/24

Serial Number: 1NPCLJ0X4JD495734

Fuel Type: Diesel



**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

Employee Number:  
Full Name:  
Current Book Value:

**Unit Number: 27 Category: Trucks**

Start Reading: 83,064

Total Miles: 119,541

Mfg. Year: 2019

Date in Service: 10/29/2021

Condition: Used

License Plate: 75066N2

Registration Exp: 02/28/24

Serial Number: 1NPCL70X8KD606208

Fuel Type: Diesel

Employee Number:  
Full Name:  
Current Book Value:

Company: CMAT  
Vehicle Make: Peterbilt  
Vehicle Model: 567  
Total Weight Required: 65,000

**Unit Number: 36 Category: Trucks**

Start Reading: 488,132

Company: CMAT

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Total Miles:** 113,113

**Mfg. Year:** 2017

**Date in Service:** 5/10/2021

**Condition:** Used

**License Plate:** 9G57985

**Registration Exp:** 04/30/24

**Serial Number:** 1XPXAP8X4HD418490

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Engine Make** PACCAR

**Engine Model** MX13

**Vehicle Make** Peterbilt

**Vehicle Model** 389

**Total Weight Required** 80,000

**Unit Number:** 37 **Category:** Tractors

**Start Reading:** 224

**Total Miles:** 164,915

**Mfg. Year:** 2020

**Company** CMAT

**Engine Make** CUMMINS

**Engine Model** ISX12

**Normal Use** Bottom Dump

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Date in Service: 2/24/2020

Condition: New

License Plate: 9G13760

Registration Exp: 02/28/24

Serial Number: 1XPCA78X9LD720154

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Trans. Make FULLER

Trans. Model FAO16810C

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 80,000

Unit Number: 38 Category: Tractors

Start Reading: 26

Total Miles: 202,755

Mfg. Year: 2020

Date in Service: 2/24/2020

Company CMAT

Engine Make CUMMINS

Engine Model ISX

Normal Use Bottom Dump

Vehicle Make Peterbilt

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

Condition: New

License Plate: 9G13759

Registration Exp: 02/28/24

Serial Number: 1XPCA78X0LD720155

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 40 Category: Tractors

Start Reading: 75,115

Total Miles: 174,951

Mfg. Year: 2017

Date in Service: 7/11/2018

Condition: Used

License Plate: 9F49161

Registration Exp: 05/31/24

Vehicle Model 567

Total Weight Required 80,000

Company CMAT

Engine Make PACCAR

Engine Model MX13 Y106372

Normal Use Bottom Dump

Steer Tire Size 11R22.5

Trans. Make EATON

Trans. Model FRO14210C  
K1166744 SER#

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Serial Number: 1NPCAP8X7HD417245

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 80,000

Unit Number: 41 Category: Tractors

Start Reading: 158,934

Total Miles: 241,282

Mfg. Year: 2017

Date in Service: 7/11/2018

Condition: Used

License Plate: 9F49164

Registration Exp: 05/31/24

Company CMAT

Engine Make PACCAR

Engine Model MX13 Y106353

Normal Use Bottom Dump

Steer Tire Size 11R22.5

Trans. Make EATON

Trans. Model FRO14210C SER# K1166611

Vehicle Make Peterbilt

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Serial Number:** 1XPCAP8X5HD417248

**Fuel Type:** Diesel

**Vehicle Model** 567

**Employee Number:**

**Total Weight Required** 80,000

**Full Name:**

**Current Book Value:**

**Unit Number:** 42 **Category:** Tractors

**Start Reading:** 79,308

**Total Miles:** 210,814

**Company** CMAT

**Engine Make** PACCAR

**Engine Model** MX13 Y106452 12.9L

**Mfg. Year:** 2017

**Normal Use** Bottom Dump

**Date in Service:** 7/12/2018

**Steer Tire Size** 11R22.5

**Condition:** Used

**Trans. Make** EATON

**License Plate:** 9F49165

**Trans. Model** FRO14210C K1166612

**Registration Exp:** 12/31/23

**Vehicle Make** Peterbilt

**Serial Number:** 1XPCAP8X7HD417249

**Vehicle Model** 567

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Fuel Type: Diesel

Total Weight Required 80,000

Employee Number:

Full Name:

Current Book Value:

Unit Number: 43 Category: Tractors

Start Reading: 0

Company CMAT

Engine Make PACCAR

Total Miles: 290,054

Engine Model MX13 Y106505 12.9L

Mfg. Year: 2016

Normal Use Bottom Dump

Date in Service: 7/12/2018

Steer Tire Size 11R22.5

Condition: Used

Trans. Make EATON

License Plate: 9F49166

Trans. Model FRO14210C SER# K1166608

Registration Exp: 12/31/24

Vehicle Make Peterbilt

Serial Number: 1XPCAP8X3HD417250

Vehicle Model 567

Fuel Type: Diesel

Total Weight Required 80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Employee Number:**

Full Name:

Current Book Value:

**Unit Number: 44 Category: Tractors**

Start Reading: 85,556

Total Miles: 213,250

Mfg. Year: 2016

Date in Service: 7/12/2018

Condition: Used

License Plate: 9F49167

Registration Exp: 05/31/24

Serial Number: 1XPCAP8X5HD417251

Fuel Type: Diesel

Employee Number:

Company	CMAT
Engine Make	PACCAR
Engine Model	MX13 Y106347 12.9L
Normal Use	Bottom Dump
Steer Tire Size	11R22.5
Trans. Make	EATON
Trans. Model	FRO14210C SER# K1166610
Vehicle Make	Peterbilt
Vehicle Model	567
Total Weight Required	80,000



### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Full Name:  
Current Book Value:

Unit Number: 45 Category: Tractors  
Start Reading: 610,629

Total Miles: 95,228

Mfg. Year: 2011

Date in Service: 4/24/2020

Condition: Used

License Plate: 9G06045

Registration Exp: 03/31/24

Serial Number: 1XPHA48XXBD122268

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Company	CMAT
Engine Make	CUMMINS
Normal Use	Bottom Dump
Vehicle Make	Peterbilt
Vehicle Model	386
Total Weight Required	80,000

Unit Number: 46 Category: Tractors  
Start Reading: 336,267

Company

CMAT

**Unit Specification Data**

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Coordinated Universal Time

**Total Miles:** 113,197

**Mfg. Year:** 2014

**Date in Service:** 1/13/2021

**Condition:** Used

**License Plate:** 9E97135

**Registration Exp:** 12/31/24

**Serial Number:** 1XPXA48X7FD255944

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number:** 47 **Category:** Tractors

**Start Reading:** 387,985

**Total Miles:** 127,809

**Mfg. Year:** 2015

<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX 15 79712417
<b>Normal Use</b>	Bottom Dump
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	389
<b>Total Weight Required</b>	80,000

<b>Company</b>	CMAT
<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX 15 79712416
<b>Normal Use</b>	Bottom Dump

### Unit Specification Data

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Coordinated Universal Time

Date in Service: 1/12/2021

Condition: Used

License Plate: 9G81185

Registration Exp: 12/31/24

Serial Number: 1XPXA48X4FD255948

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 48 Category: Tractors

Start Reading: 165,189

Total Miles: 131,859

Mfg. Year: 2018

Date in Service: 3/8/2021

Condition: Used

License Plate: 9F76424

Registration Exp: 09/30/24

Vehicle Make Peterbilt

Vehicle Model 389

Total Weight Required 80,000

Company Normal Use  
CMAT Bottom Dump

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Serial Number:** 1XPXAP8X2JD481236

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number: 50 Category: Tractors**

**Start Reading:** 536,402

**Total Miles:** 123,629

**Mfg. Year:** 2017

**Date in Service:** 5/12/2021

**Condition:** Used

**License Plate:** 9G57988

**Registration Exp:** 04/30/24

**Serial Number:** 1XPXAP8X4HD418487

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

<b>Company</b>	CMAT
<b>Engine Make</b>	PACCAR
<b>Engine Model</b>	MX13
<b>Normal Use</b>	Bottom Dump
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	389
<b>Total Weight Required</b>	80,000

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Current Book Value:**

**Unit Number: 51 Category: Tractors**

**Start Reading: 532,680**

**Total Miles: 91,500**

**Mfg. Year: 2017**

**Date in Service: 6/17/2021**

**Condition: Used**

**License Plate: 9G57987**

**Registration Exp: 04/30/24**

**Serial Number: 1XPXAP8X6HD418488**

**Fuel Type: Diesel**

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Company**

CMAT

**Engine Make**

PACCAR

**Engine Model**

MX13

**Normal Use**

Bottom Dump

**Vehicle Make**

Peterbilt

**Vehicle Model**

389

**Total Weight Required**

80,000

**Unit Number: 54 Category: Tractors**

**Start Reading: 333,378**

**Company**

CMAT

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Total Miles:** 181,185

**Mfg. Year:** 2011

**Date in Service:** 2/14/2014

**Condition:** Used

**License Plate:** 9F19075

**Registration Exp:** 12/31/24

**Serial Number:** 1XPTD79X0BD134415

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number: 55 Category: Tractors**

**Start Reading:** 345,682

**Total Miles:** 165,664

<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX11.9 75001470
<b>Normal Use</b>	Bottom Dump
<b>Trans. Make</b>	FULLER FRO16210C
<b>Trans. Model</b>	UNIT TRANS S/N - S0854854
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	367
<b>Total Weight Required</b>	80,000
<b>Company</b>	CMAT
<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX11.9 75001519

### Unit Specification Data

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Coordinated Universal Time

**Mfg. Year:** 2011

**Date in Service:** 3/28/2014

**Condition:** Used

**License Plate:** 9F19134

**Registration Exp:** 04/30/24

**Serial Number:** 1XPTD79X6BU134418

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number:** 56 **Category:** Tractors

**Start Reading:** 307,877

**Total Miles:** 167,554

**Mfg. Year:** 2011

<b>Normal Use</b>	Bottom Dump
<b>Steer Tire Size</b>	11R22.5 ENDURANCE RSA
<b>Trans. Make</b>	FULLER FRO16210C TRANSMISSION
<b>Trans. Model</b>	UNIT TRANS S/N - S0855088
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	367
<b>Total Weight Required</b>	80,000
<b>Company</b>	CMAT
<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX11.9 75001446
<b>Normal Use</b>	Bottom Dump

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Date in Service:** 3/28/2014

**Condition:** Used

**License Plate:** 9F19133

**Registration Exp:** 04/30/24

**Serial Number:** 1XPTD79X3BD134408

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Steer Tire Size**

11R22.5

**Trans. Make**

FULLER FRO16210C  
TRANSMISSION

**Trans. Model**

UNIT TRANS S/N - S0854516

**Vehicle Make**

Peterbilt

**Vehicle Model**

367

**Total Weight Required**

80,000

**Unit Number: 57 Category: Tractors**

**Start Reading:** 324,284

**Total Miles:** 188,035

**Mfg. Year:** 2011

**Date in Service:** 4/7/2014

**Company**

CMAT

**Engine Make**

CUMMINS

**Engine Model**

ISX11.9 75001443

**Normal Use**

Bottom Dump



Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Condition: Used

License Plate: 9F21388

Registration Exp: 04/30/24

Serial Number: 1XPTD79X9BD134414

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 59 Category: Tractors

Start Reading: 244,469

Total Miles: 142,817

Mfg. Year: 2011

Date in Service: 4/17/2014

Condition: Used

Steer Tire Size	11R22.5
Trans. Make	FULLER FRO16210C TRANSMISSION
Trans. Model	UNIT TRANS S/N - S0854851
Vehicle Make	Peterbilt
Vehicle Model	367
Total Weight Required	80,000
Company	CMAT
Engine Make	CUMMINS
Engine Model	ISX11.9 75001421
Normal Use	Bottom Dump
Steer Tire Size	11R22.5

**Unit Specification Data**

Coordinated Universal Time

License Plate: 9F21402

Registration Exp: 12/31/24

Serial Number: 1XPTD79X6BD134404

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 60 Category: Tractors

Start Reading: 144,771

Total Miles: 173,712

Mfg. Year: 2011

Date in Service: 3/28/2014

Condition: Used

Trans. Make	FULLER FRO16210C TRANSMISSION
Trans. Model	UNIT TRANS S/N - S0854526
Vehicle Make	Peterbilt
Vehicle Model	367
Total Weight Required	80,000
Company	CMAT
Engine Make	CUMMINS
Engine Model	ISX11.9 75001472
Normal Use	Bottom Dump
Trans. Make	FULLER FRO16210C TRANSMISSION
Trans. Model	UNIT TRANS S/N - S0854923

**Unit Specification Data**

Coordinated Universal Time

License Plate: 9F21422

Registration Exp: 12/31/24

Serial Number: 1XPTD79X3BD134411

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

**Unit Number: 61 Category: Tractors**

Start Reading: 377,544

Total Miles: 185,807

Mfg. Year: 2011

Date in Service: 3/28/2014

Condition: Used

License Plate: 9F21423

Registration Exp: 12/31/24

Vehicle Make Peterbilt

Vehicle Model 367

Total Weight Required 80,000

Company CMAT

Engine Make CUMMINS

Engine Model ISX11.9 75001442

Normal Use Bottom Dump

Trans. Make FULLER FRO16210C  
TRANSMISSION

Trans. Model UNIT TRANS S/N - S0854515

Vehicle Make Peterbilt

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

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<b>Serial Number:</b> 1XP7D79X4BD134398	<b>Vehicle Model</b>	367
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	80,000
<b>Employee Number:</b>	<b>Body Type</b>	Transfer
<b>Full Name:</b>	<b>Company</b>	CMAT
<b>Current Book Value:</b>	<b>Engine Make</b>	CAT
<b>Unit Number: 63 Category: Tractors</b>	<b>Engine Model</b>	C13 LEE07484
<b>Start Reading:</b> 549,472	<b>Steer Tire Size</b>	11R22.5
<b>Total Miles:</b> 93,866	<b>Trans. Make</b>	FULLER FRO16210C
<b>Mfg. Year:</b> 2008	<b>Trans. Model</b>	UNIT TRANS S/N - K0680020
<b>Date in Service:</b> 5/16/2014	<b>Vehicle Make</b>	Peterbilt
<b>Condition:</b> Used	<b>Vehicle Model</b>	384
<b>License Plate:</b> 70269B2		
<b>Registration Exp:</b> 11/30/23		
<b>Serial Number:</b> 1XPVDU9X78D765257		

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Fuel Type: Diesel

Total Weight Required 80,000

Employee Number:

Full Name:

Current Book Value:

Unit Number: 64 Category: Tractors

Start Reading: 502,650

Total Miles: 81,091

Mfg. Year: 2017

Date in Service: 6/17/2021

Condition: Used

License Plate: 9G57986

Registration Exp: 04/30/24

Serial Number: 1XPXAP8X8HD418489

Fuel Type: Diesel

Employee Number:

Full Name:

Company CMAT

Engine Make PACCAR

Engine Model MX13

Normal Use Bottom Dump

Vehicle Make Peterbilt

Vehicle Model 389

Total Weight Required 80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Current Book Value:**

**Unit Number: 65** Category: Tractors

Start Reading: 552,775

Total Miles: 89,775

Mfg. Year: 2017

Date in Service: 6/17/2021

Condition: Used

License Plate: 9G57984

Registration Exp: 04/30/24

Serial Number: 1XPXAP8X6HD418491

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Company CMAT

Engine Make PACCAR

Engine Model MX13

Normal Use Bottom Dump

Vehicle Make Peterbilt

Vehicle Model 389

Total Weight Required 80,000

**Unit Number: 66** Category: Tractors

Start Reading: 375,977

Company

CMAT

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Total Miles: 159,765

Mfg. Year: 2010

Date in Service: 1/28/2016

Condition: Used

License Plate: 9F33228

Registration Exp: 12/31/24

Serial Number: 1XPXA48X9AD103009

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 67 Category: Tractors

Start Reading: 210,524

Total Miles: 38,298

Engine Make	CUMMINS
Engine Model	ISX15 79373497 15L
Normal Use	Bottom Dump
Trans. Make	FULLER FRO16210C
Trans. Model	TRANSMISSION
Vehicle Make	Peterbilt
Vehicle Model	UNIT TRANS S/N - S0767375
Total Weight Required	80,000
Body Type	BOTTOM DUMP
Company	CMAT
Drive Tire Size	295/75R22.5 - 14 PLY

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Mfg. Year: 2017

Date in Service: 3/30/2023

Condition: Used

License Plate: 9F67615

Registration Exp: 12/31/24

Serial Number: 1XPCAP8X9HD421769

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 68 Category: Tractors

Start Reading: 496,461

Total Miles: 193,086

Mfg. Year: 2011

E-Mail Address

SHOPMANAGER@CALIFORNIAMATERIALS.COM

Engine Make

PACCAR

Engine Model

MX13

Steer Tire Size

295/75R22.5 - 14 PLY

Trans. Make

EATON

Trans. Model

FRO14210C

Vehicle Make

Peterbilt

Vehicle Model

567

Total Weight Required

80,000

Company

CMAT

Engine Make

CUMMINS

Engine Model

ISX15 79400111 15L



### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

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<b>Date in Service:</b> 1/28/2016	<b>Normal Use</b>	Bottom Dump
<b>Condition:</b> Used	<b>Trans. Make</b>	FULLER FRO16210C TRANSMISSION
<b>License Plate:</b> 9F97113	<b>Trans. Model</b>	UNIT TRANS S/N - S07966603
<b>Registration Exp:</b> 12/31/24	<b>Vehicle Make</b>	Peterbilt
<b>Serial Number:</b> 1XPXA48X3BD110345	<b>Vehicle Model</b>	389
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	80,000
<b>Employee Number:</b>	<b>Company</b>	CMAT
<b>Full Name:</b>	<b>Engine Make</b>	CUMMINS
<b>Current Book Value:</b>	<b>Engine Model</b>	ISX15 79530351
<b>Unit Number: 72 Category: Tractors</b>	<b>Normal Use</b>	
<b>Start Reading:</b> 315,497		
<b>Total Miles:</b> 124,629		
<b>Mfg. Year:</b> 2012		
<b>Date in Service:</b> 8/31/2016		

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Condition: Used

License Plate: 9F72208

Registration Exp: 09/30/24

Serial Number: 1XPWD49X2CD168899

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 73 Category: Tractors

Start Reading: 350,208

Total Miles: 144,159

Mfg. Year: 2012

Date in Service: 10/20/2016

Condition: Used

Steer Tire Size 11R22.5

Trans. Make FULLER FRO16210C  
TRANSMISSION

Vehicle Make Peterbilt

Vehicle Model 388

Total Weight Required 80,000

Company CMAT

Engine Make PACCAR

Engine Model MX13

Normal Use

Trans. Make FULLER RTO16915  
TRANSMISSION

Trans. Model UNIT TRANS S/N - K0825377

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

License Plate: 9F46039

Registration Exp: 11/30/24

Serial Number: 1XPWDP9XXCD122061

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Vehicle Make Peterbilt

Vehicle Model 388

Total Weight Required 80,000

Unit Number: 75 Category: Tractors

Start Reading: 351,687

Total Miles: 81,809

Mfg. Year: 2014

Date in Service: 11/24/2020

Condition: Used

License Plate: 88006N1

Body Type  
Company CMAT

Engine Make PACCAR

Engine Model PX-9

Vehicle Make Peterbilt

Vehicle Model 384

Total Weight Required 80,000

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Registration Exp: 12/31/24

Serial Number: 1NPVLJ9X4ED235612

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 76 Category: Tractors

Start Reading: 377,181

Total Miles: 64,454

Mfg. Year: 2014

Date in Service: 1/11/2021

Condition: Used

License Plate: 98999M1

Registration Exp: 12/31/24

Serial Number: 1NPVLJ9X8ED235614

Fuel Type: Diesel

Employee Number:

Body Type	CMAT
Company	CUMMINS
Engine Make	ISL9 ESN 73508367
Engine Model	Dump
Normal Use	Peterbilt
Vehicle Make	380
Vehicle Model	80,000
Total Weight Required	

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

Full Name:

Current Book Value:

Unit Number: 77 Category: Tractors

Start Reading: 329,506

Total Miles: 112,790

Mfg. Year: 2014

Date in Service: 3/1/2021

Condition: Used

License Plate: 88001N1

Registration Exp: 12/31/24

Serial Number: 1NPVLJ9XXED235615

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Company: CMAT

Normal Use: Dump

Vehicle Make: Peterbilt

Vehicle Model: 384

Total Weight Required: 80,000

Unit Number: 78 Category: Tractors

Start Reading: 371,682

Company: CMAT

Engine Make: PACCAR

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Total Miles:** 96,393

**Mfg. Year:** 2014

**Date in Service:** 3/1/2021

**Condition:** Used

**License Plate:** 88003N1

**Registration Exp:** 12/31/24

**Serial Number:** 1NPVLJ9X1ED235616

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

<b>Engine Model</b>	PX9
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	384
<b>Total Weight Required</b>	80,000

**Unit Number:** 79 **Category:** Tractors

**Start Reading:** 395,330

**Total Miles:** 108,428

**Mfg. Year:** 2014

**Date in Service:** 1/25/2021

**Condition:** Used

<b>Company</b>	CMAT
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	384
<b>Total Weight Required</b>	80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**License Plate:** 98943M1  
**Registration Exp:** 12/31/23  
**Serial Number:** 1NPVLJ9X6ED235613  
**Fuel Type:** Diesel  
**Employee Number:**  
**Full Name:**  
**Current Book Value:**

**Unit Number: 80 Category: Tractors**

**Start Reading:** 97,270  
**Total Miles:** 63,211  
**Mfg. Year:** 2015  
**Date in Service:** 1/1/2021  
**Condition:** Used  
**License Plate:** 9E91732  
**Registration Exp:** 03/31/24  
**Serial Number:** 1XPXD49X5FD256256  
**Fuel Type:** Diesel  
**Employee Number:**

**Company:** CMAT  
**Engine Make:** CUMMINS  
**Engine Model:** ISX15  
**Vehicle Make:** Peterbilt  
**Vehicle Model:** 389  
**Total Weight Required:** 80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

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Full Name:

Current Book Value:



PandL Hier PandL Hierarchy: Account NUMBER\*NAME - Hierarchy Structure - L05

Previous Fiscal YE Actual

PandL Hier PandL Hierarchy: Account NUMBER*NAME - Hierarchy Structure - L05		Previous Fiscal YE Actual
Gross Profit	Income	\$48,734,123.93
	Cost Of Goods Sold	\$28,139,497.12
	<b>Total</b>	<b>\$20,594,626.81</b>
Expense	6000 · Advertising & promotion	\$60,970.33
	6001.60 · Advertising	\$9,628.50
	6002.60 · Agency Fees	\$5,977.03
	6075 · Bond Expense	\$0.00
	61000 · Business Licenses and Permits	\$6,700.50
	6120 · Bank Service Charges	\$60,308.33
	6120.60 · Bank Service Charges	\$8,814.42
	61200 · Bank Service Charges	\$798.63
	6121 · Late Fees/Finance Charges	\$0.00
	6130 · Bad Debt	\$4,675.83
	6135 · Billing System	\$9,603.00
	6140 · Contributions	\$22,075.00
	61400 · Charitable Contributions	\$3,300.00
	6145 · Damages	(\$3,195.93)
	6150 · Consulting	\$252,170.51
	6155 · Drug Consortium	\$11,284.71
	6160 · Dues and Subscriptions	\$48,795.07
	6162.60 · Dues and Subscriptions	\$6,508.82
	61700 · Computer and Internet Expenses	\$0.00
	6180 · Insurance	\$1,985,508.96
	6195.60 · Health Insurance	\$44,185.42
	6196.60 · Liability Insurance	\$12,181.92
	6197.60 · Worker's Comp Insurance	\$34,536.48
	6198.60 · Inland Marine Insurance	\$5,320.54
	6199.6 · Umbrella Insurance	\$9,492.63
	6230 · Licenses and Permits	\$237,839.76
	6231.60 · Licenses and Permits	\$19,852.66
	6240 · Miscellaneous	\$0.00
	6240.60 · Miscellaneous Expense	\$0.00
	6245 · Office Supplies	\$81,530.08
	6245.60 · Office Supplies	\$30,034.36
	6247 · Outside Labor	\$62,448.58
	6248 · Tolls, Parking, Scales	\$23,673.55
	6250 · Postage and Delivery	\$6,399.57
	6250.60 · Postage and Delivery	\$1,607.87
	6270 · Professional Fees	\$223,592.23
	6270.60 · Professional Fees	\$6,228.20
	6271.60 · Legal Fees	\$3,404.46
	6272.60 · Accounting Fees	\$5,970.33
	6272.70 · Consulting Fees	\$5,600.41
	6275 · Outside Labor	\$9,571.50
	6280 · Payroll Expenses	\$7,807,746.76
	6290 · Rent Expense - Facility	\$725,000.00
	6290.60 · Rent Expense - Recycle Facility	\$475,965.31
	6291 · Rent - Storage	\$9,724.10
	6293 · Truck Cameras/Tablets	\$104,678.11
	6294 · Equipment Rent - Office	\$11,365.39
	6295 · Equipment Rent - Radios,GPS,etc	\$26,046.22
	6300 · Repairs & Maintenance-Building	\$170,545.78
	6300 · Repairs and Maintenance	\$147,712.16
	6301 · Repairs & Maintenance-Shop	\$2,112,798.99
	6305 · Building Repairs	\$0.00
	6305.60 · Repairs & Maintenance - Facilit	\$428.54
	6306.60 · Building Security	\$2,310.03
	6310 · Computer/Telephone Repairs	\$1,225.00
	6314.60 · Parts	\$14,098.53
	6330 · Safety Supplies/First Aid	\$41,135.00
	6330.60 · Safety Supplies / First Aid	\$16,140.83
	63300 · Insurance Expense	\$4,765.02
	6334 · Shop Supplies	\$15,305.40
	6360 · Taxes	\$177,624.38
	63600 · Janitorial Services	\$4,850.00
	6362.60 · Property Taxes	\$37,802.14
	6370 · Telephone	\$13,074.16
	6370.60 · Telephone Expense	\$11,504.60
	63700 · Landscaping and Groundskeeping	\$6,300.00
	6371 · Internet Expense	\$3,787.79
	6372.60 · Computer and Internet Expense	\$23,315.07
	6375 · Small Tools	\$4,583.87
	6380 · Travel & Ent	\$318,016.24
	6380 · Travel Expense	\$9,767.99

6381.60 · Travel & Lodging	\$901.96
6382.60 · Meals & Entertainment	\$1,154.07
6383.60 · Gift & Promotions	\$1,608.56
6389 · Uniforms	\$21,817.40
6389.60 · Uniforms	\$1,083.77
6390 · Utilities	\$82,788.91
6400.60 · Electricity & Gas	\$14,891.86
6408.60 · Trash & Sewer	\$2,182.03
6410.60 · Water	\$24,898.17
64900 · Office Supplies	\$2,241.73
6501 · Fuel & Oil--	\$231,648.20
6502 · Parts	\$313.52
6505 · Utilities-	\$55,418.69
6510 · Equipment Repairs	\$0.00
6550 · Equipment Rental-	\$25,950.38
6550 · Late Fees	\$0.00
66700 · Professional Fees	\$137,783.75
67200 · Repairs and Maintenance	\$78,288.78
68000 · Taxes	\$12,509.54
7205 · Interest Expense	\$24,842.60
7220 · Depreciation Expense	\$168,000.00
7240 · Other Expense- Bad Debt	\$1,406.13
7299 · State Franchise Taxes	\$43,580.79
<b>Total</b>	<b>\$16,548,322.51</b>
Other Inco <b>r Total</b>	<b>\$1,316,711.13</b>
Other Expe <b>s Total</b>	<b>\$1,408,732.71</b>
<b>Total</b>	<b>\$3,954,282.72</b>

Company Name

BS Hierarcl BS Hierarcl BS Hierarchy: Account NUMBER\*NAME - Hierarchy Structure - L03

BS Hierarchy: Account NUMBER\*NAME - Hierarchy Structure - L04

Total  
≠ Previous Year Actuals

ASSETS Current As: Checking/Savings

Accounts Receivable

Other Current Assets

1000 · Checking-F&M 2301	\$158,195.32
1000 · Community Biz Bank - 4644	\$0.00
1000 · Community Biz Bank - 5328	\$0.00
1000 · F&M Bank-2801	\$182,780.44
10000 · Community Biz Bank - 5336	\$0.00
1001 · F&M Bank 4500151001-Payroll	\$0.00
1001 · Shopify Holding Account	\$13,344.90
1001 · Suncrest Bank	\$0.00
1002 · Checking-US Bank-9555	\$0.00
1002 · F&M Bank	\$320,710.37
10020 · United Business Bank-3212	\$0.00
10021 · United Business Bank-12002705	\$0.00
10022 · F&M BANK 4500280001	\$67,827.36
1003 · F & M Bank	\$56,898.52
1003 · F&M Bank Payroll 45-000506-01	\$0.00
1004 · Mission Bank - 6043	\$0.00
1005 · Checking - US bank - 181278	\$0.00
1006 · F&M Bank-13101	\$665,508.70
1007 · F&M Bank Payroll - 4500150201	\$0.00
1010 · Checking-US Bank-9548	\$0.00
1010 · Wells Fargo-Checking-54801	\$0.00
1015 · Wells Fargo-Savings	\$0.00
1025 · Check - Bank of the West--9973	\$0.00
1060 · F & M Bank	\$0.00
1100 · Petty Cash	\$700.00
1101 · Petty Cash	\$300.00
1102 · Cash Drawer	\$0.00
1103 · Cash Drawer 2	\$0.00
1999 · Bay Cities Joint Check	\$0.00
2050 · Amex-Gold	(\$3,490.54)
2051 · AMEX-Gold	(\$2,694.05)
2051 · Capital One Venture X	(\$2,825.40)
2052 · Capital One Venture X	(\$5,122.90)
2054 · AMEX-Platinum	(\$60,787.63)
2056 · Capital One Venture X	(\$8,577.54)
2081 · AMEX-Gold	(\$14,302.22)
2082 · Capital One Venture X	(\$18,976.76)
<b>Total</b>	<b>\$1,349,488.57</b>
11000 · Accounts Receivable	\$0.00
1200 · Accounts Receivable	\$8,658,185.73
1215 · Certified Payroll Withheld	\$0.00
<b>Total</b>	<b>\$8,658,185.73</b>
· Account for Credit Transfer	\$0.00
1100 · Petty Cash	\$1,600.00
12000 · Undeposited Funds	\$0.00
12001 · Loan to CMAT Mobile	\$0.00
12002 · Loan to California Materials	\$0.00
1201 · Undeposited Funds	\$0.00
1202 · Loan to Clean Planet	\$0.00
1203 · Loan To/From California Matl's	\$0.00
1204 · Loan to EJR, LLC	\$0.00
1205 · Employee Advances	\$0.00
1210 · Inventory Asset	\$50,540.00
1210 · Parts Inventory	\$0.00
12101 · Prepaid Deposits	\$131,599.92
1220 · Inventory Asset	\$214,656.70
12200 · Western Pacific Truck School	\$0.00
12201 · Truck Masters, Inc Loan	\$0.00
12203 · Promissory Note-CW	\$0.00
12220 · Michelada Mix El Cejas LLC	\$94,335.00
1230 · Loan to California Materials	\$246,054.02
1230 · Loan To CMAT Mobile Crushing	\$785,011.94
1231 · Loan to EJR LLC	\$534,988.14
1232 · Loan to California Materials	\$261,173.32
1235 · Loan to EJR,LLC	\$1,637,306.82
1235 · Loan to Element Landscape Mat	\$133,924.60
1240 · Loan to Clean Planet	\$0.00
1240 · Promissory Note-New Horizon Ent	\$0.00
1245 · Loan to BND Transport, Inc.	\$0.00
1246 · Element Landscape Loan/To	\$0.00
1250 · N/R - J R	\$0.00
1251 · New Horizons Enterprises-Note	\$0.00
1252 · NE Promissory Note	\$0.00
1253 · Promissory Note--Midgley	\$0.00
1254 · Promissory Note-Garcia Trucking	\$40,000.00
1255 · Loan to Doreen Rogers	\$155,279.00
1255 · Shareholder Loan	\$3,025.30
1260 · Payroll Tax Refunds Receivable	\$0.00
1320 · Prepaid Expense/Deposits	\$14,403.31
1350 · Prepaid Expense	\$103,108.66
1400 · Employee Advances	\$0.00
1425 · N/R - Munari	\$0.00
1426 · N/R - Horton	\$0.00
1450 · CD US Bank	\$16,114.33
1451 · Bond Deposits	\$0.00

	1499 · Undeposited Funds	\$0.00
	1600 · Prepaid deposits	\$33,952.14
	2040 · Loan to Shareholder	\$0.00
	2120 · Health Insurance - Pre-paid	\$4,779.92
	2120 · Payroll Asset	\$5,000.00
	2121 · Payroll Advance	\$1,730.73
	<b>Total</b>	<b>\$4,468,583.85</b>
<b>Total</b>		<b>\$14,476,258.15</b>
<b>Fixed Asset</b>	<b>Total</b>	<b>\$0.00</b>
· Cabinets/Counter Tops	<b>Total</b>	<b>\$0.00</b>
· Ceiling	<b>Total</b>	<b>\$0.00</b>
· Doors and Windows	<b>Total</b>	<b>\$0.00</b>
· Drywall	<b>Total</b>	<b>\$0.00</b>
· Electrical	<b>Total</b>	<b>\$0.00</b>
· Flooring	<b>Total</b>	<b>\$0.00</b>
· Framing	<b>Total</b>	<b>\$0.00</b>
· HVAC	<b>Total</b>	<b>\$0.00</b>
· Painting	<b>Total</b>	<b>\$0.00</b>
· Plumbing	<b>Total</b>	<b>\$0.00</b>
· Property Upgrades	<b>Total</b>	<b>\$0.00</b>
· Roofing	<b>Total</b>	<b>\$0.00</b>
· Stucco	<b>Total</b>	<b>\$0.00</b>
13000 · 3736 S Highway 99 Stockton CA	<b>Total</b>	<b>\$1,578,574.77</b>
13075 · Rental Building #5-Munford	<b>Total</b>	<b>\$376,332.00</b>
13076 · Rental Building #6 Sacramento	<b>Total</b>	<b>\$494,540.16</b>
13077 · 4621 Glass Ct	<b>Total</b>	<b>\$497,450.00</b>
13100 · Security/Data/Phones	<b>Total</b>	<b>\$12,473.05</b>
13101 · Rental Building-New Shop	<b>Total</b>	<b>\$1,516,831.15</b>
1500 · Machinery & Equipment	<b>Total</b>	<b>\$7,053,908.66</b>
15000 · Furniture and Equipment	<b>Total</b>	<b>\$39,457.48</b>
1505 · Land / Quarry	<b>Total</b>	<b>\$483,337.18</b>
1510 · Office Furniture & Equipment	<b>Total</b>	<b>\$86,613.38</b>
1515 · Building Improvements	<b>Total</b>	<b>\$190,629.61</b>
1515 · Buildings	<b>Total</b>	<b>\$19,725.00</b>
1516 · Improvements	<b>Total</b>	<b>\$145,614.79</b>
1519 · Land Improvements\Quarry	<b>Total</b>	<b>\$273,997.70</b>
1520 · Trucks	<b>Total</b>	<b>\$10,606,160.76</b>
1521 · Land \ Quarry	<b>Total</b>	<b>\$0.00</b>
1525 · Trailers	<b>Total</b>	<b>\$1,417,871.82</b>
1530 · Vehicles	<b>Total</b>	<b>\$982,106.55</b>
1540 · Improvements	<b>Total</b>	<b>\$94,984.86</b>
1590 · Accumulated Depreciation	<b>Total</b>	<b>(\$9,516,725.25)</b>
1695 · Accumulated Depletion	<b>Total</b>	<b>(\$440,697.86)</b>
1700 · Accumulated Depreciation	<b>Total</b>	<b>(\$759,402.42)</b>
17000 · Accumulated Depreciation	<b>Total</b>	<b>(\$393,351.00)</b>
<b>Total</b>		<b>\$14,710,432.39</b>
<b>Other Asse</b>	<b>Total</b>	<b>\$68,183.00</b>
1255 · Shareholder Loan	<b>Total</b>	<b>\$0.00</b>
1325 · Due From Shareholder	<b>Total</b>	<b>\$207,002.62</b>
1452 · Venture Captive Collateral	<b>Total</b>	<b>\$1,546,255.90</b>
1555 · Due From Shareholder	<b>Total</b>	<b>(\$1,285.54)</b>
1600 · Intangibles Assets	<b>Total</b>	<b>\$0.00</b>
1700 · Escrow Account	<b>Total</b>	<b>\$1,315,493.69</b>
17100 · Land	<b>Total</b>	<b>\$100,000.00</b>
1720 · Elder Creek Contract	<b>Total</b>	<b>\$28,693.95</b>
17200 · Design/Engineering/Permits	<b>Total</b>	<b>\$12,912.00</b>
17220 · Loan Fees-3736 S Hwy 99	<b>Total</b>	<b>\$2,750.00</b>
17221 · Loan Fee-160025800	<b>Total</b>	<b>\$12,550.00</b>
17910 · F&M BANK LOAN FEE-4500280030	<b>Total</b>	<b>\$189,314.98</b>
1800 · Deposits	<b>Total</b>	<b>\$0.00</b>
1800 · Loan Fees-Terex Finc.	<b>Total</b>	<b>(\$11,561.00)</b>
18000 · Accumulated Amortization	<b>Total</b>	<b>(\$16,818.00)</b>
18005 · Accum Amortization-Org Co	<b>Total</b>	<b>\$0.00</b>
1806 · 1806 - Payroll Clearing	<b>Total</b>	<b>\$0.00</b>
1806 · 1806 - Prepaid Payroll	<b>Total</b>	<b>\$0.00</b>
1825 · Accumulated Amortization	<b>Total</b>	<b>\$0.00</b>
<b>Total</b>		<b>\$3,453,491.60</b>
<b>Total</b>		<b>\$32,640,182.14</b>
<b>LIABILITIES</b>	<b>Current Liabilities</b>	<b>Accounts Payable</b>
		<b>\$598,671.63</b>
		<b>\$0.00</b>
		<b>\$7,255,837.68</b>
		<b>\$7,854,509.31</b>
<b>Long Term Liabilities</b>	23030 · Louis H Voss Recovable Trust	<b>\$794,677.51</b>
	2400 · N/P - US Bank - #26	<b>\$0.00</b>
	2400 · Note Payable - Terex	<b>\$0.00</b>
	2401 · F&M Bank Loan 45-145628-30	<b>\$146,271.17</b>
	2401 · Note Payable-Northland Capital	<b>\$8,924.64</b>
	2402 · Ally -2010 Chevy p-up 442.64	<b>\$0.00</b>
	2402 · F&M Bank Loan 45-145628-32	<b>\$0.00</b>
	2402 · Note Payable-De Lage 10156033	<b>\$0.00</b>
	2403 · Note Payable-De Lage 10225014	<b>\$0.00</b>
	2404 · F&M Bank Loan 4500050630	<b>\$69,996.20</b>
	2404 · N/P - Chase Auto	<b>\$0.00</b>
	2405 · F&M Loan-4514562833	<b>\$0.00</b>
	2405 · Loan from BND Transport	<b>\$133,924.60</b>
	2406 · DeLage Financial-500-50275681	<b>\$46,952.84</b>
	2406 · N/P - Terex	<b>\$0.00</b>
	2406 · Zaxis Finance Loan #146079	<b>\$91,665.36</b>
	2407 · F&M Bank Loan 4500050631	<b>\$358,330.54</b>

	2408 · N/P - First Citizens #15957	\$141,629.20
	2409 · N/P - First Citizens #17368	\$142,886.12
	2410 · F&M Bank Loan 4500050632	\$513,821.50
	2410 · N/P - Wells Fargo Dealer Servc	\$0.00
	2411 · Loan Obligation	\$1,637,747.91
	2420 · TFS Capital Funding - 07 Pegson	\$0.00
	2421 · N/P - Powerscreen	\$0.00
	2422 · N/P - US Bank - # 91	\$0.00
	2423 · N/P - US Bank - # 75	\$0.00
	2426 · US Bank -Term Loan- #166	\$0.00
	2427 · N/P-Superior Trailer #15	\$0.00
	2429 · Wells Fargo-173337411-26	\$0.00
	2431 · Wells Fargo-3326784199-26	\$0.00
	2432 · Community Bank LOC #1 90208-29-	\$0.00
	2433 · Community Bank #2 90208-5000	\$0.00
	2434 · Community Bank #3 90208-6800	\$0.00
	2435 · Community Bank Loan #4 90208-84	\$0.00
	2436 · Community Biz Bank 90209-5200	\$0.00
	2450 · Less Current Portion of LT Debt	(\$276,482.64)
	24900 · Bay Comm'l Bank- 621960900	\$0.00
	24902 · NP-SBA LOC Bay Comm'l-621963300	\$0.00
	24904 · United Business Bank 16005800	\$0.00
	24905 · United Business Bank 160025800	\$0.00
	24906 · F&M BANK LOAN 4500280031-SAC	\$381,463.88
	24907 · F&M BANK LOAN 4500280030-CM BLD	\$2,394,608.64
	25000 · Less Current Portion of LTD	(\$98,617.39)
	2520 · Ford Credit	\$24,025.89
	2521 · GM Financial	\$5,833.10
	2522 · N/P - Wells Fargo Equipment 701	\$0.00
	2523 · N/P - Wells Fargo Equipment 703	\$0.00
	2524 · N/P - Wells Fargo Equipment 702	\$0.00
	2525 · N/P - Wells Fargo Equipment 704	\$0.00
	2526 · N/P - Wells Fargo Equipment 705	\$0.00
	2527 · N/P - Wells Fargo Equipment 706	\$0.00
	2528 · F&M Bank Loan 4500013131	\$0.00
	2529 · F&M Bank Loan 4500013130	\$0.00
	2530 · F&M Bank Loan 4500013133	\$133,356.15
	2532 · F&M Bank Loan 4500013134	\$330,657.87
	2533 · F&M Bank Loan 4500013135	\$1,365,036.43
	2534 · F&M Bank Loan 4500013137	\$552,577.38
	2535 · F&M Bank Loan 4500013138	\$277,155.21
	2602 · N/P - Terex Financial Services2	\$0.00
	2604 · Bay Commercial Bank #494800	\$0.00
	2604 · Community Bank of San Joaquin	\$0.00
	2660 · N/P - TFS Capital Funding	\$0.00
	2665 · Wells Fargo Equip Fin # 935-700	\$0.00
	2665 · Wells Fargo Equipment Financing	\$0.00
	2670 · Bank Of The West Equip. Finance	\$0.00
	2671 · Ford Motor Credit	\$0.00
	2671 · Ford Motor Credit 769.46	\$0.00
	2672 · Community Business Bank	\$0.00
	2673 · De Lage Landen Financial-#4104	\$0.00
	2674 · De Lage Landen Financial-#3097	\$0.00
	2675 · De Lage Landen Financial-#6934	\$54,817.99
	2676 · F&M Bank Loan 4500049231	\$85,956.24
	2699 · Less Curr Portion Long Term Deb	(\$1,117,568.15)
	<b>Total</b>	<b>\$8,199,648.19</b>
	<b>Total</b>	<b>\$16,054,157.50</b>
Equity	3000 · Opening Balance Equity	\$0.00
	30000 · Opening Balance Equity	\$0.00
	3010 · Capital Stock	\$0.00
	3020 · Common Stock	\$10,000.00
	3021 · Additional Paid in Capital.	\$336,133.86
	3050 · Additional Paid in Capital	\$282,780.47
	3060 · Common Stock	\$0.00
	3060 · Distributions to Shareholder	\$10,000.00
	30700 · Members Draw	(\$538,036.22)
	3080 · Shareholder Distributions	\$27,106.31
	3150 · Additional Paid in Capital	(\$7,836.48)
	3200 · Retained Earnings	\$1,321,227.66
	32000 · Members Equity	\$266,670.86
	3500 · Retained Earnings	(\$230,641.58)
	999999X · Net Income	\$11,154,337.04
	<b>Total</b>	<b>\$3,954,282.72</b>
<b>Total</b>		<b>\$16,586,024.64</b>
		<b>\$32,640,182.14</b>
		<b>\$65,280,364.28</b>

Applied filters: Company Name is BND Transport, Inc., California Materials, Inc., Clean Planet, Inc., CMAT Mobile Crushing, Inc, EJR LLC, or Element Landscape Materials, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/27/2024

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).

<b>PRODUCER</b> Acrisure of California, LLC Dillon Risk Management & Insurance Services 4180 Douglas Blvd #100 Granite Bay CA 95746		<b>CONTACT NAME:</b> Certificate Requests <b>PHONE (A/C No, Ext):</b> 866-876-4193 <b>E-MAIL ADDRESS:</b> DRM-Certificates@Acrisure.com <b>FAX (A/C, No):</b> 916-486-1851															
<b>INSURED</b> California Materials, Inc. P.O. Box 32314 Stockton CA 95213		License#: 0K07568 CALIF-4 <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Interstate Insurance</td> <td>32620</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Interstate Insurance	32620	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER B :																	
INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

**COVERAGES**                      **CERTIFICATE NUMBER:** 423444954                      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			VPP4900099-01	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		VPP4900099-01	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VVC4900099-01	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor Truck Cargo Trailer Interchange			VPP4900099-01	3/1/2024	3/1/2025	Limit / Ded 200,000 / 1,000 Limit / Ded 50,000 / 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Lathrop, Its Officers, and Employees are included as Additional Insured applicable to the Auto Liability policy per attached endorsement.

### CERTIFICATE HOLDER

### CANCELLATION

City of Lathrop 390 Towne Center Drive Lathrop CA 95330	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.**  
**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**Who Is An Insured** under **COVERED AUTOS LIABILITY COVERAGE** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

- a. currently in effect or becoming effective during the term of the policy; and
- b. executed prior to the "bodily injury" or "property damage."

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.
3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.



Parks and Recreation Department

390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

**INDUSTRIAL REFUSE COLLECTION  
LICENSE APPLICATION**

COMPANY NAME: California Waste Recovery Systems LLC

ADDRESS: 175 Enterprise Court, Suite A Galt, Ca 95632

PHONE/FAX 209-369-6887

EMAIL: dmv@cal-waste.com

*The following license requirements are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.140 Industrial Solid Waste Removal – License Required.*

	<b>CHECK IF ENCLOSED</b>
PROPOSED CUSTOMERS LIST (Names and Addresses):	<u>  x  </u>
SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY (See Municipal Code section 8.16.140.2):	<u>          </u>
NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT (Must be in compliance with all applicable air pollution control laws):	<u>  x  </u>
ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000) - <b>OR-</b> MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT (The applicant shall provide proof of financial ability to provide service contemplated by the application)	<u>  x  </u>
INSURANCE CERTIFICATE NAMING THE CITY, ITS OFFICES AND EMPLOYEES AS AN ADDITIONAL INSURED (See Municipal Code section 8.16.140.1 for Insurance Requirements):	<u>  x  </u>
LICENSE FEE ENCLOSED (\$2,500)	<u>  x  </u>
ADMINISTRATION FEE (\$92)	<u>  x  </u>





Parks and Recreation Department

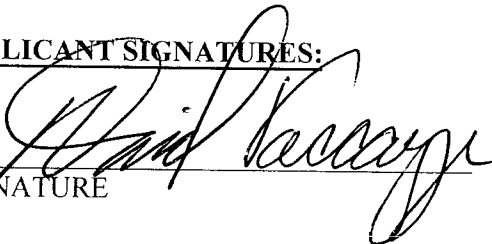
390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

TYPE OF WASTE REMOVAL SERVICE:

Trash, Recycling and Organic Waste.

*The following definitions are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.010 "Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries and publicly operated treatment works.*

**APPLICANT SIGNATURES:**

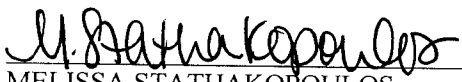
  
SIGNATURE

2/22/2024  
DATE

Dave Vaccarezza  
PRINT NAME

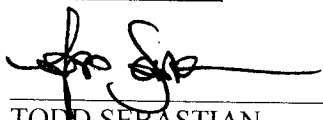
Owner  
TITLE

**PROCESSED BY:**

  
MELISSA STATHAKOPOULOS  
MANAGER  
PARKS AND RECREATION DEPARTMENT

3/4/24  
DATE

**APPROVED BY:**

  
TODD SEBASTIAN  
DIRECTOR  
PARKS, RECREATION & FLEET SERVICES

3/6/24  
DATE



February 29, 2024

Dear Ms. Stathakopoulos,

I am writing on behalf of Cal-Waste Recovery Systems to formally request to be licensed as a waste collector in the City of Lathrop. Enclosed with this letter, you will find all the necessary documentation and information required for our application.

Enclosed documents include:

Copy of Application

Annual Licensing Fee Check (Check number 63894) for \$2592.00

Certificate of Insurance

Letter of Credit from Comerica Bank

List of rolling stock available to perform the services

Statement from Cal-Waste relative to calling on customers without a refuse collection license

Meticulous preparation has been undertaken to ensure compliance with the city's regulations and standards. Cal-Waste Recovery Systems is committed to delivering high-quality waste collection services to the residents and businesses of Lathrop.

Understanding the importance of responsible waste management, we are eager to contribute positively to the community. Our team is dedicated to maintaining the cleanliness and sustainability of your city through our efficient waste collection practices.

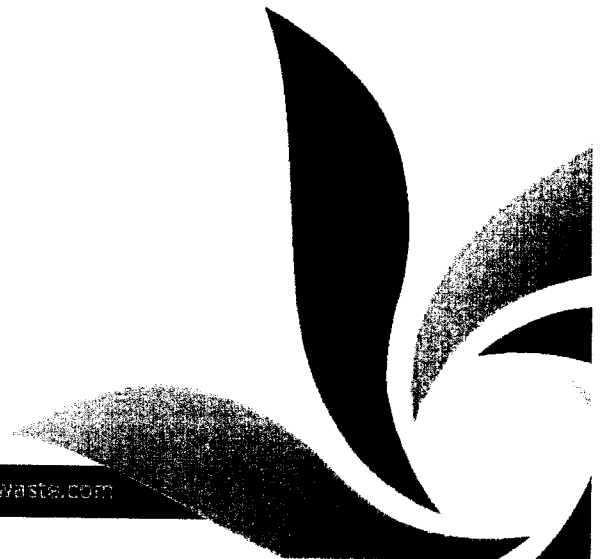
We are excited about the prospect of bringing our services to the city of Lathrop and are confident that our partnership will be mutually beneficial. Thank you for considering our application.

Please do not hesitate to contact us if any further information or clarification is required regarding our application.

Sincerely,

A handwritten signature in black ink that reads "David Vaccarezza". The signature is fluid and cursive, written over a white background.

David Vaccarezza  
Owner





February 29, 2024

City of Lathrop  
Parks and Recreation Department  
Attention: Melissa Stathakopoulos  
390 Towne Centre Drive  
Lathrop, Ca 95330

Dear Ms. Stathakopoulos,

California Waste Recovery Systems, LLC (Cal-Waste) is not a licensed Solid Waste Collector in the City of Lathrop. The Refuse Collection License Application requests "Signed statements from new industrial customers addressed to City". Based upon advise from our attorney and out of professional courtesy to the current licensed industrial haulers for the City of Lathrop, Cal-Waste has chosen to not solicit customers as an unlicensed hauler in the city limits. Upon approved license, Cal-Waste will gladly submit signed statements from new industrial customers addressed to the City pursuant to City code and regulations.

If we have somehow misinterpreted the applications intent. Please reach out to me to clarify.

Sincerely,

A handwritten signature in black ink that reads "David Vaccarezza". The signature is fluid and cursive, written over the printed name.

David Vaccarezza  
Owner



**GALT****City Of Lathrop**

UNIT No.	Class	VIN	License Plate	Weight
2328 SPARE	Front Loader	4V5HCFD0VR736432	5K49305	54999
2330	Front Loader	5VCDC6UE43N194253	05603N2	60000
2331	Front Loader	5VCDC6UE03N194251	40079B3	60000
2337	Front Loader	5VCDC6KF99H208344	51670U2	60000
2338	Front Loader	5VACLF6F7CH214517	01045H1	60000
2341	Front Loader	5VACLUF6HH223512	89342D2	60000
2344	Front Loader	5VACLVF5DH216155	32289P2	54999
2347	Front Loader	5VACLEF0MC233829	41481G3	54999
2348	Front Loader	5VACLEG7NC237130	45472J3	60000
2349	Front Loader	5VACLEG0NC237129	45474J3	60000
2350	Front Loader	5VACLEF6NC237272	16888L3	54999
<b>Total Front Load</b>	<b>11</b>			
2115 SPARE	Roll Off	4V2JCBPF0SR832984	7Y21801	54999
2118	Roll Off	4V2DCFHD7RN685405	7D71761	54999
2120	Roll Off	4VGJDARF9VR856252	95517K2	54999
2122	Roll Off	4V4JBBPF4VN854153	7R67264	50000
2123	Roll Off	4V4JDBPF9TN843897	8P91243	54999
2124	Roll Off	4VGJDEPF6XN865494	7Z65959	80000
2125	Roll Off	4VGJDEPF4WN861099	8W44504	50000
2126	Roll Off	1XPHD49X2DD201331	72245R2	80000
2127	Roll Off	1XPHD49X7DD201339	73655M2	80000
2128	Roll Off	2NP3LJ0X6MM735915	91652 E3	80000
2129	Roll Off	2NP3LJ0X7MM735910	91651 E3	60000
2130	Roll Off	2NP3LJ0X0MM735909	62855 E3	60000
2131	Roll Off	2NP3LJ0X2MM735913	72379D3	60000
2132	Roll Off	1XPBPP9X8KD270052	15873S3	80000
5132	Roll Off	3BKDL09X75F111846	60994N1	54999
<b>Total Roll Off</b>	<b>15</b>			
2215	Tractor	1XPHD49X7DD200059	9F39500	80000
2218	Tractor	1NPHD49X8CD143685	9F62322	80000
2229	Tractor	1XPBDP9X5MD740632	9G13575	80000
<b>Total Tractors</b>	<b>3</b>			
2223 Flat Bed	Bin Delivery	3ALACXFE3KDKJ6866	54836M2	26000
2224 Fork Truck	Bin Delivery	1FVACWDT9DDBU8947	62776P2	26000
2225 Sweeper	Sweeper	JALE5W168M7900489	8XZJ606	NA
2226 Vac Trk	Vacuum Tank Truck	1NPSX7EX2FD256069	49955K3	54999
<b>Total Operations</b>	<b>4</b>			



February 23, 2024  
City of Lathrop

**Re: California Waste Recovery Systems**

To Whom it May Concern:

As the bank of California Waste Recovery Systems, we look forward to again assisting with their continued growth, specifically with the City of Lathrop. We value our relationship with California Waste Recovery Systems, its owners, and management, and believe that they have served their communities well in both providing traditional collection and disposal services. We hold California Waste Recovery & System's ownership and management in the highest regard. All covenants and controls have been respected, and all payments have been made as required. To confirm, California Waste Recovery Systems has adequate assets and access to committed financing and we have approved a performance bond of up to \$25,000 to support the Industrial Collection Permit in the City of Lathrop.

Should you or anyone have questions, please direct them to my attention.

COMERICA BANK,

Beau L. Barnes  
Senior Vice President

**Comerica Bank**

MC 4844 • 333 W. Santa Clara St., 12<sup>th</sup> Floor, San Jose CA 95113 • [comerica.com](http://comerica.com)

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lisa Sayno

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

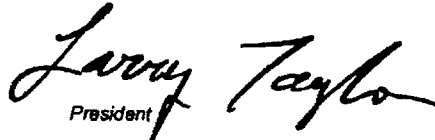
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2024.

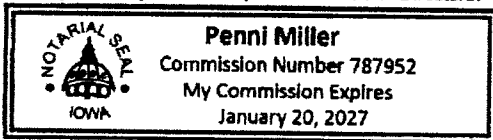


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

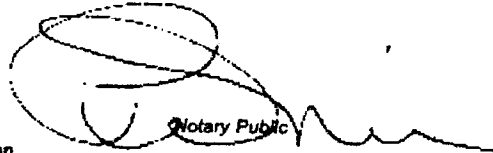
By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March, 2024.



  
Secretary

**MERCHANTS**  
**BONDING COMPANY**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**LICENSE AND PERMIT BOND**

Bond No. 100373612

Premium: \$313.00 for a 3 year term

KNOW ALL PERSONS BY THESE PRESENTS:

That we, California Waste Recovery Systems LLC,  
of Galt, State of California, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
California, as Surety, are held and firmly bound unto  
City of Lathrop, Obligee, in the penal  
sum of Twenty Five Thousand and Zero Dollars ( \$25,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Waste Hauler - Compliance Only

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of  
March, 2024, and ending on the 5th day of March  
2027, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the  
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee  
named herein.

Dated this 5th day of March, 2024

California Waste Recovery Systems LLC  
Principal

Countersigned (if required):

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

Merchants Bonding Company (Mutual)

By: [Signature]  
Lisa Sayno Attorney-in-Fact

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 }

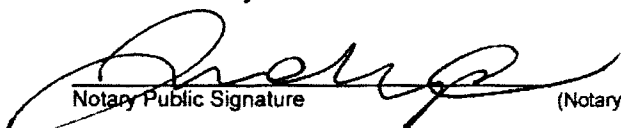
County of San Diego }

On MAR 05 2024 before me, Judith Samuel, Notary Public  
(Here insert name and title of the officer)

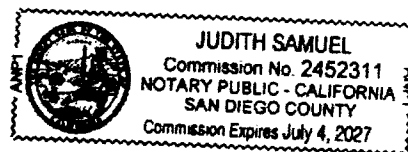
personally appeared Lisa Sayno  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he (s) they executed the same in his (n) their authorized capacity(ies), and that by his (n) their signature(s) 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.

  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_ (Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.



**MERCHANTS**  
**BONDING COMPANY**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**LICENSE AND PERMIT BOND**

Bond No. 100373612

Premium: \$313.00 for a 3 year term

KNOW ALL PERSONS BY THESE PRESENTS:

That we, California Waste Recovery Systems LLC  
of Galt, State of California, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
California, as Surety, are held and firmly bound unto  
City of Lathrop, Oblige, in the penal  
sum of Twenty Five Thousand and Zero Dollars ( \$25,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Waste Hauler - Compliance Only

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of  
March, 2024, and ending on the 5th day of March  
2027, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Oblige and to the  
Principal, in care of the Oblige or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige  
named herein.

Dated this 5th day of March, 2024

California Waste Recovery Systems LLC  
Principal

Countersigned (if required):

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

Merchants Bonding Company (Mutual)

By: [Signature]  
Lisa Sayno Attorney-in-Fact

**MERCHANTS**  
BONDING COMPANY  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lisa Sayno

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

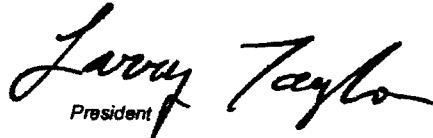
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2024.

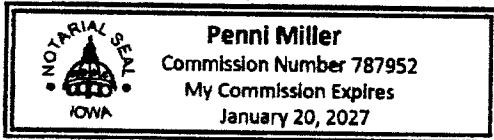


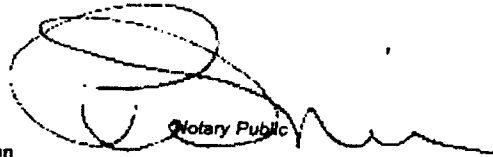
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March, 2024.



  
Secretary

**MERCHANTS**  
**BONDING COMPANY**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**LICENSE AND PERMIT BOND**

Bond No. 100373612

Premium: \$313.00 for a 3 year term

KNOW ALL PERSONS BY THESE PRESENTS:

That we, California Waste Recovery Systems LLC,  
of Galt, State of California, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
California, as Surety, are held and firmly bound unto  
City of Lathrop, Obligee, in the penal  
sum of Twenty Five Thousand and Zero Dollars ( \$25,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Waste Hauler - Compliance Only

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of  
March, 2024, and ending on the 5th day of March  
2027, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the  
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee  
named herein.

Dated this 5th day of March, 2024

California Waste Recovery Systems LLC  
Principal

Countersigned (if required):

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

Merchants Bonding Company (Mutual)

By: [Signature]  
Lisa Sayno Attorney-in-Fact



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2024

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).

<b>PRODUCER</b> Sequel Insurance Services 111 Scripps Drive Sacramento CA 95825		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: info@sequelins.com	
License#: 6010509 CALIWAS-01		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> California Waste Recovery Systems, LLC; CWR Industries, Inc.; DKCR Properties Inc.; David Michael Vaccarezza and Kandas Ann Vaccarezza as Trustees of the Vaccarezza Family Trust 175 Enterprise Ct., Suite A		<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg	<b>NAIC #</b> 19445
		<b>INSURER B:</b> Admiral Insurance Company	24856
		<b>INSURER C:</b> GuideOne National Insurance Company	14167
		<b>INSURER D:</b> Landmark American Insurance Company	33138
		<b>INSURER E:</b> StarStone Specialty Insurance Company	44776
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 276406811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		461-15-42	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			709-34-97	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AXS7000059#2	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 012-01-6085	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C D	Pollution Liability Tier 2 Excess Liability Tier 3 Excess Liability			FEI EIL 23153-06 560000678-06 LHA106896	11/1/2022 3/1/2024 3/1/2024	11/1/2024 3/1/2025 3/1/2025	Per Condition/Agg Each Occ / Aggregate 2,000,000 Each Occ / Aggregate 3,000,000 Each Occ / Aggregate \$5,000,000

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

RE: Waste Hauling Service for Lathrop, CA  
 City of Lathrop, its offices and employees are General Liability Additional Insureds per terms and conditions of the attached endorsement(s). 30 Days Notice of Cancellation applies to General Liability per the attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lathrop  
 Attn: Public Works Dept.  
 390 Towne Centre Drive  
 Lathrop CA 95330

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. <sup>03/01/2024</sup>

forms a part of Policy No. <sup>461-15-42</sup>

issued to California Waste Recovery Systems, LLC; CWR Industries, Inc.; DKCR Properties

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

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

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.