

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

423A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 2, 2011

SUBJECT: Resurfacing of eight roads in the Rubidoux area, referenced as the Allwood Group.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one Addendum to the specifications and plans, issued prior to the December 29, 2010 bid opening; and
2. Accept the low bid of Hardy & Harper, Inc. of Santa Ana, CA in the amount of \$515,800; and
3. Award the contract to Hardy & Harper, Inc. and authorize the Chairman of the Board to execute the contract documents.

Juan C. Perez
Director of Transportation

JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 515,800	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Proposition 1B [State Bond Funds-Local Roads] (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE 1/25/11
BY: MARSHA L. VICTOR

Departmental Concurrence

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 12/7/10, Item 3.32 | District: 2 | Agenda Number:

3.40

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Resurfacing of eight roads in the Rubidoux area, referenced as the Allwood Group.

February 2, 2011

Page 2 of 2

BACKGROUND:

By Minute Order dated December 7, 2010 (agenda item 3.32), the Board authorized the Clerk of the Board to advertise for the resurfacing of eight roads in the Rubidoux area, referenced as the Allwood Group. Additionally, the specifications were approved by the Board by this agenda item.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and to take into account all issued addenda on their Contractor's Proposal to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, December 29, 2010. Nine bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid for all schedules of work. The lowest responsible bid was submitted by Hardy & Harper, Inc. in the amount of \$515,800 which is \$168,200 (24.6%) below the Engineer's Estimate.

Improvements include removal of the top layer of the damaged asphalt concrete pavement, filling of cracks and placing a new layer of asphalt concrete pavement. Badly damaged concrete curb, gutter and sidewalk will also be removed and replaced. The existing access ramps will be reconstructed to current standards. Additional improvements include the installation of new striping, pavement markings, and other related work.

This project includes the Base Bid for roadway improvements, and Alternate bid schedule 1, to adjust manhole covers to grade, owned by the Rubidoux Community Service District (RCSD) which is not selected for award. RCSD has decided to do this work by using their own forces.

The project will be completed within the existing budget shown on Attachment "A".

The contractor is qualified and has executed the contract. The contractor has also provided performance bond, and payment bond.

Project No: X1004

Attachment "A"

Riverside County Transportation Department

Project: **ALLWOOD AREA : RESURFACING PROJECT**

Project No.(s): **X1004**

Expenses as of: 1/19/2011

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental	931	69	1,000	2,000
Design	92,850	3,150	96,000	69,000
Right-of-way				
Utilities				
Construction		515,800		
Construction Contingency 10.0%		51,580	567,380	1,215,000
Construction Engineering & Inspection	4,003	65,997	70,000	120,000
Construction Survey	505	29,495	30,000	21,000
Totals:	98,289	666,091	764,380	1,427,000

Project Funding

Code	Name	Existing Budget
215	Proposition 1B (State bond funds- Local Roads)	1,427,000
Totals		1,427,000

Comments



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1 Dated December 23, 2010

to the
Specifications and Contract Documents
for the construction of

Allwood Group
Road Rehabilitation Project
In the Community of Rubidoux
Project No. X1004

Bids Due: Wednesday, December 29, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:
www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

- Item 1: Revised Proposal.**
Refer to "Proposal" page B3. This page is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the Proposal:
- a. Following bid items are deleted:
 - Item 5, "COLDPLANE ASPHALT CONCRETE PAVEMENT"
 - Item 10, "ROUT AND SEAL RANDOM CRACKS"
 - b. Following bid items has revised description:
 - Item 11, "MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B)[AS DIRECTED]"

c. The following bid items have been added:

- Item 18, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS"
- Item 19, "ROADWAY EXCAVATION"

See Attachment "A"

Item 2: Order of Work

Refer to section entitled "Order of Work" on page 50. The following additional Special Provisions are added and made part hereof:

"Attention is directed to "Roadway Excavation" of these Special Provisions regarding work procedure. At no time will traffic be allowed on subgrade. Each working day, the contractor will excavate, compact, and place 0.15' HMA, (Type A, 3/4"), leveling course. The final 0.15' lift of HMA, (Type A, 1/2"), shall be placed as the final operation.

Item 3: Water Pollution Control (Santa Ana River Basin-Risk Level 1). Refer to section entitled "Water Pollution Control (Santa Ana River Basin-Risk Level 1)" and fourth paragraph on page 58. Delete this paragraph and replaced with the following:

"Within **ten (10)** working days after the award of the contract, the Contractor shall submit two (2) copies of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's SWPPP/MP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised SWPPP/MP that is reviewed and approved by the Engineer."

Item 4: Cold plane asphalt Concrete Pavement.

Refer to section entitled "Cold plane asphalt Concrete Pavement" on page 62. This entire Special Provision has been deleted.

Item 5: Rout and Seal Random Cracks.
Refer to section entitled "Rout and Seal Random Cracks" on page 63. This entire Special Provision has been deleted.

Item 6: Application of Herbicide and Weed Removal. Refer to section entitled "Application of Herbicide and Weed Removal" on page 63. This entire Special Provision has been deleted.

Item 7: Adjust Manhole To Grade. Refer to section "ADJUST MANHOLE TO GRADE" on page 82. The entire special provision is deleted and replaced with the following:

"Existing Manhole covers shall be adjusted to finish grade and new concrete collars poured with materials similar in quality to those in the original structure in accordance with the applicable provisions of Sections 15-2 and 71 of the Standard Specifications, the requirements of the owning utility company and these Special Provisions.

Unless otherwise specified by the owners of the facilities, the Contractor shall provide new manhole covers and frames as necessary for the project. The Contractor shall be responsible to coordinate with the owners to obtain the materials approval.

After the structure frame has been removed, the top of the structure shall be carefully trimmed to provide a suitable foundation for the new material.

Steel plates shall be used as necessary and when directed by the Engineer to prevent asphalt and debris from entering the sewer system.

Additionally, a "False Bottom" shall be fabricated and temporarily placed in the manhole cone as a second barrier to prohibit foreign objects from entering the sewer system. Said "false bottom" shall be made from plywood of suitable thickness (3/4" minimum) or stronger material to prohibit heavy objects from breaking the barrier. "False Bottom" shall be fabricated and installed in accordance with the requirements and standards of the owner. The false bottom shall comply with the attached "Standard No. 11" of the Lake Hemet Municipal Water District, or as otherwise approved by the Engineer.

After completion of the work, the structure covers, frames, grade rings and old concrete collar debris that were removed from the roadbed shall become the property of the Contractor.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety" of the Standard Specifications.

Coordination and communication shall be maintained between the Contractor and the owning sewer company.

The Contractor shall adjust to final grade all manhole covers owned by the Riverside County Flood Control and Water Conservation District.

If the alternate bid schedule for the adjustment of sewer manhole covers is approved by the sewer system owner, those facilities will be adjusted to grade as provided herein.

If the alternate bid schedule is chosen for award, the Contractor's Certificate of Insurance and endorsements for the project shall name the sewer system owner, its officers, directors, agents and employees as additionally insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and the sewer system owner shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

If the alternate bid schedule is not chosen for award, the Contractor shall coordinate with the owner of the sewer facilities and provide access and sufficient time for the sewer owner to adjust the facilities. Attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications.

The adjustment to grade of other manhole covers, such as those owned by phone and electric companies, will be performed by the utility owner.

Water and gas valve covers shall be adjusted by the Contractor as provided elsewhere in these Special Provisions.

The rectangular surface facility at the intersection of Emery Street and Suncrest Drive shall be considered as a manhole for purposes of payment. The contractor shall request direction and details with regards to the adjustment of the facility from the owner, Rubidoux Community Service District, contact: Steve Appel (951) 684-7580.

The contract unit bid price paid per each for Adjust Manhole to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved including the installation of the concrete ring and no additional compensation will be allowed therefor."

Item 8: **Construction Project Funding Identification Signs.** The following Special Provisions for "Construction Project Funding Identification Signs" is added and made part here of:

"Construction Project Funding Identification Signs.

The Contractor shall furnish and install Construction Project Funding Identification Signs (4' X 8'); the signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the

Contractor prior to construction. (The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.)

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop
Riverside County Transportation Department
McKenzie Highway Operations Center
2950 Washington Street
Riverside, California 92504
Telephone (951) 955-6894

Method of Payment

The contract price paid **per each** for Construction Project Funding Identification Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor.”

See Attachment “B”

Item 9:

Roadway Excavation

The following Special Provisions for “Roadway Excavation” is added and made part here of:

Roadway Excavation

Roadway excavation shall conform to the provisions of Section 19 of the Standard Specifications and these Special Provisions. All large rocks and boulders larger than 1 foot in greatest dimension encountered during roadway excavation shall be considered unsuitable material and shall conform to Section 19-2.02 of the Standard Specifications.

At road connections and at limits of concrete paving, existing pavement shall be header cut, grind to a depth of 0.15', 15 feet long, full roadway width as directed by the Engineer. Full compensation for furnishing all labor, tools and doing all the work necessary including grinding, and sawcutting shall be considered as included in the contract price paid per cubic yard for Roadway Excavation and no additional compensation will be allowed therefor.

Existing pavement including any base material shall be cut back to neat lines and removed as shown on the plans or as directed by the Engineer. Excess material will become the property of the Contractor and will be disposed of as provided in Section

7-1.13 of the Standard Specifications.

At no time will traffic be allowed on subgrade. Each working day, the contractor will excavate, compact, and place 0.15' HMA, (Type A, 3/4"), leveling course. The final 0.15' lift of HMA, (Type A, 1/2"), shall be placed as the final operation.

Payment

The contract unit bid price paid per cubic yard for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved including the compaction of the subgrade and the grading of the shoulder as directed by the Engineer and no additional compensation will be allowed therefor.

Item 10: Insurance. The following special provision is added and made part hereof:

"INSURANCE:

In addition to the requirements of Section 18, "Insurance – Hold Harmless" of these contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. The Rubidoux Community Services District, its officers, directors, agents and employees.

The above listed entities shall also be held harmless, in accordance with the requirements of Section 18, "Insurance – Hold Harmless" of these contract documents under "GENERAL CONDITIONS".

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

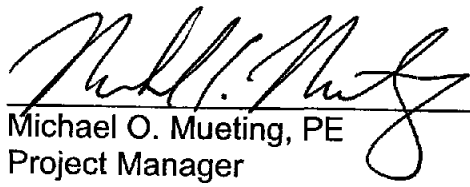
MODIFICATIONS / CLARIFICATIONS TO PLANS:

- Item 11: Construction Note 2, Sheets 2**
Refer to Construction Note No. 2 on plan sheets 2. Delete "Cold plane 0.2' and overlay with 0.3' HMA (Type A)" and
Replace with "**Excavate existing pavement and subgrade, scarify and compact to 95%, place 0.15' HMA (Type A, 3/4"), leveling course and final 0.15' lift of HMA, (Type A, 1/2"), to match existing grade.**"
- Item 12: Construction Note 4, Sheets 2**
Construction note no. 4 on the construction plans is revised to read as follows:

"Construct Curb Ramp per Std. Plan No. 403; Case A or B as directed by the Engineer".
- Item 13: Construction Note 20, Sheet 2**
Construction Note 20 is added to the plan sheet.2. The description of work is described below:

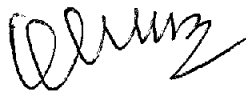
Existing Street light at the NE corner of Emery Street & Covello Street to be relocated by others. Contractor to coordinate with utility for relocation.

This addendum has been prepared under the direction of the following registered Civil Engineer:


12/23/10
Michael O. Mueting, PE
Project Manager



Concurrence:


12/23/10
Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____
(Contractor)

JRJ:sb

**ALLWOOD GROUP
 REHABILITATION PROJECT**

PROJECT No. X1004

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2		
5	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
6	160101	CLEARING AND GRUBBING	LS	1		
7	170101	DEVELOP WATER SUPPLY	LS	1		
8	220101	FINISHING ROADWAY	LS	1		
9	390130	HOT MIX ASPHALT	TON	6,000		
10	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B)[AS DIRECTED]	EA	6		
12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	4,400		
13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160		
14	731516	MINOR CONCRETE (DRIVEWAY)	EA	1		
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,500		
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	600		
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,666		
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4		
19	190101	ROADWAY EXCAVATION	CY	3,000		

SUB-TOTAL: _____ \$

ITEMS 1-19 "WORDS"

ALTERNATE 1 (Rubidoux Community Service District)

20	152440	ADJUST MANHOLE TO GRADE	EA	26		
----	--------	-------------------------	----	----	--	--

SUB-TOTAL: _____ \$

ITEMS 20 "WORDS"

PROJECT TOTAL: _____ \$

ITEMS 1-20 "WORDS"



County of Riverside Transportation Department

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Allwood Group, Rehabilitation Project in the Community of Rubidoux

Advertised: December 7, 2010 (Agenda Item: 3.32)
Addenda: Addendum 1 (12/23/10)
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1004

BASE BID		COUNTY'S ESTIMATE				Hardy & Harper Santa Ana, CA 92705		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,000.00	10,000.00	30,000.00	30,000.00
4	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2	250.00	500.00	300.00	600.00
5		<i>ITEM DELETED BY ADDENDUM</i>						
6	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
7	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
8	220101	FINISHING ROADWAY	LS	1	5,000.00	5,000.00	1,000.00	1,000.00
9	390130	HOT MIX ASPHALT	TON	6,000	70.00	420,000.00	56.00	336,000.00
10		<i>ITEM DELETED BY ADDENDUM</i>						
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B) (AS DIRECTED)	EA	6	2,500.00	15,000.00	2,333.00	13,998.00
12	017317	MINOR CONCRETE (GROSS-GUTTER AND SPANDREL)	SQFT	4,400	10.00	44,000.00	10.10	44,440.00
13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160	15.00	2,400.00	40.00	6,400.00
14	731516	MINOR CONCRETE (DRIVEWAY)	EA	1	3,500.00	3,500.00	3,157.20	3,157.20
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,500	15.00	22,500.00	5.85	8,775.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	600	6.00	3,600.00	3.00	1,800.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,966	0.30	499.80	0.30	499.80
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	500.00	2,000.00	1,000.00	4,000.00
19	190101	ROADWAY EXCAVATION	CY	3,000	45.00	135,000.00	17.71	53,130.00
		SUBTOTAL (Base Bid) ITEMS 1-19				683,999.80		515,800.00
ALTERNATE BID SCHEDULE 1 (RCSD)		COUNTY'S ESTIMATE				Hardy & Harper Santa Ana, CA 92705		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	152440	ADJUST MANHOLE TO GRADE	EA	26	500.00	13,000.00	700.00	18,200.00
		SUBTOTAL (Alternate Bid) ITEM 20				13,000.00		18,200.00
PROJECT TOTAL ITEMS 1-20						696,999.80		534,000.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Allwood Group, Rehabilitation Project in the Community of Rubidoux

Advertised: December 7, 2010 (Agenda Item: 3.32)
Addenda: Addendum 1 (12/23/10)
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1004

BASE BID		R.J. Noble Orange, Ca 92856		Sequel Contractors, Inc. Santa Fe Springs, CA 90670				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,500.00	2,500.00	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	11,500.00	11,500.00	4,000.00	4,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	7,150.00	7,150.00	25,000.00	25,000.00
4	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2	105.00	210.00	150.00	300.00
5		ITEM DELETED BY ADDENDUM						
6	160101	CLEARING AND GRUBBING	LS	1	7,500.00	7,500.00	3,000.00	3,000.00
7	170101	DEVELOP WATER SUPPLY	LS	1	275.00	275.00	500.00	500.00
8	220101	FINISHING ROADWAY	LS	1	2,550.00	2,550.00	1,000.00	1,000.00
9	390130	HOT MIX ASPHALT	TON	6,000	61.80	370,800.00	70.00	420,000.00
10		ITEM DELETED BY ADDENDUM						
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B) (AS DIRECTED)	EA	6	2,120.00	12,720.00	1,800.00	10,800.00
12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SCFT	4,400	9.90	43,560.00	10.00	44,000.00
13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160	44.70	7,152.00	33.00	5,280.00
14	731518	MINOR CONCRETE (DRIVEWAY)	EA	1	1,375.00	1,375.00	1,600.00	1,600.00
15	731521	MINOR CONCRETE (SIDEWALK)	SCFT	1,500	8.00	12,000.00	5.00	7,500.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SCFT	600	2.30	1,380.00	4.50	2,700.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,666	0.26	433.16	1.20	1,999.20
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	515.00	2,060.00	500.00	2,000.00
19	190101	ROADWAY EXCAVATION	CY	3,000	30.50	91,500.00	18.00	54,000.00
		SUBTOTAL (Base Bid)				574,665.16		584,679.20
ALTERNATE BID SCHEDULE 1 (RCSD)			R.J. Noble Orange, Ca 92856		Sequel Contractors, Inc. Santa Fe Springs, CA 90670			
20	152440	ADJUST MANHOLE TO GRADE	EA	26	455.00	11,830.00	250.00	6,500.00
		SUBTOTAL (Alternate Bid)				11,830.00		6,500.00
		PROJECT TOTAL				586,495.16		591,179.20

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Allwood Group, Rehabilitation Project in the Community of Rubidoux

Advertised: December 7, 2010 (Agenda Item: 3.32)
Addenda: Addendum 1 (12/23/10)
Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1004

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Excel Paving Long Beach, Ca 90806		All American Asphalt Corona, CA 92878-2229	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	086102	DUST ABATEMENT	LS	1	6,100.00	6,100.00	600.00	600.00
2	074020	WATER POLLUTION CONTROL	LS	1	6,400.00	6,400.00	5,400.00	5,400.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,400.00	4,400.00	5,100.00	5,100.00
4	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2	300.00	600.00	200.00	400.00
5		ITEM DELETED BY ADDENDUM						
6	160101	CLEARING AND GRUBBING	LS	1	900.00	900.00	10,000.00	10,000.00
7	170101	DEVELOP WATER SUPPLY	LS	1	1,300.00	1,300.00	500.00	500.00
8	220101	FINISHING ROADWAY	LS	1	7,700.00	7,700.00	1,429.00	1,429.00
9	390130	HOT MIX ASPHALT	TON	8,000	88.50	399,000.00	63.75	382,500.00
10		ITEM DELETED BY ADDENDUM						
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B) (AS DIRECTED)	EA	8	1,600.00	9,600.00	2,424.00	14,544.00
12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	4,400	10.50	46,200.00	12.25	53,900.00
13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160	36.00	5,760.00	30.00	4,800.00
14	731516	MINOR CONCRETE (DRIVEWAY)	EA	1	1,140.00	1,140.00	2,400.00	2,400.00
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,500	6.00	9,000.00	3.75	5,625.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	600	4.00	2,400.00	2.25	1,350.00
17	840666	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,866	0.60	999.60	0.50	833.00
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	1,120.00	4,480.00	1,300.00	5,200.00
19	190101	ROADWAY EXCAVATION	CY	3,000	23.50	70,500.00	28.00	87,000.00
		SUBTOTAL (Base Bid) ITEMS 1-19				576,479.60		581,581.00
ALTERNATE BID SCHEDULE 1 (RCSB)					Excel Paving Long Beach, Ca 90806		All American Asphalt Corona, CA 92878-2229	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	152440	ADJUST MANHOLE TO GRADE	EA	26	600.00	15,600.00	1,225.00	31,850.00
		SUBTOTAL (Alternate Bid) ITEM 20				15,600.00		31,850.00
		PROJECT TOTAL ITEMS 1-20				592,079.60		613,431.00

Riverside County Transportation Department Summary of Bids

PROJECT: Allwood Group, Rehabilitation Project in the Community of Rubidoux

Advertised: December 7, 2010 (Agenda Item: 3.32)
 Addenda: Addendum 1 (12/23/10)
 Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1004

BASE BID	ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Coolley Construction Hesperia, Ca 92340		Silvia Construction, Inc. Rancho Cucamonga, Ca 91730-5311	
						BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
	1	066102	DUST ABATEMENT	LS	1	4,900.00	4,900.00	8,110.00	8,110.00
	2	074020	WATER POLLUTION CONTROL	LS	1	6,400.00	6,400.00	4,200.00	4,200.00
	3	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,800.00	5,800.00	58,500.00	58,500.00
	4	152388	RELOCATE ROADSIDE SIGN-ONE POST	EA	2	130.00	260.00	205.00	410.00
	5	-----	ITEM DELETED BY ADDENDUM						
	6	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
	7	170101	DEVELOP WATER SUPPLY	LS	1	1,260.00	1,260.00	1,575.00	1,575.00
	8	220101	FINISHING ROADWAY	LS	1	7,400.00	7,400.00	2,500.00	2,500.00
	9	390130	HOT MIX ASPHALT	TON	6,000	68.80	412,800.00	66.50	399,000.00
	10	-----	ITEM DELETED BY ADDENDUM						
	11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B) (AS DIRECTED)	EA	6	3,100.00	18,600.00	1,320.00	7,920.00
	12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SGFT	4,400	10.00	44,000.00	8.15	35,860.00
	13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160	17.40	2,784.00	20.40	3,264.00
	14	731516	MINOR CONCRETE (DRIVEMWAY)	EA	1	3,150.00	3,150.00	1,650.00	1,650.00
	15	731521	MINOR CONCRETE (SIDEWALK)	SOFT	1,500	4.30	6,450.00	3.80	5,700.00
	16	840515	THERMOPLASTIC PAVEMENT MARKING	SGFT	600	4.20	2,520.00	4.20	2,520.00
	17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,666	1.05	1,749.30	1.00	1,666.00
	18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	700.00	2,800.00	625.00	2,500.00
	19	190101	ROADWAY EXCAVATION	CY	3,000	25.00	75,000.00	34.00	102,000.00
			SUBTOTAL (Base Bid) ITEMS 1-19				605,873.30		647,375.00
ALTERNATE BID SCHEDULE 1 (RCSD)						Coolley Construction Hesperia, Ca 92340		Silvia Construction, Inc. Rancho Cucamonga, Ca 91730-5311	
	20	152440	ADJUST MANHOLE TO GRADE	EA	26	660.00	17,160.00	404.00	10,504.00
			SUBTOTAL (Alternate Bid) ITEM 20				17,160.00		10,504.00
			PROJECT TOTAL ITEMS 1-20				623,033.30		657,879.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Allwood Group, Rehabilitation Project in the Community of Rubidoux

Advertised: December 7, 2010 (Agenda Item: 3.32)

Addenda: Addendum 1 (12/23/10)

Bids Open: 2 pm Date: Wednesday, December 29, 2010

PROJECT NO. X1004

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Laird Construction Co., Inc. Rancho Cucamonga, CA 91730-5743		Palm Canyon Contractors, Inc. Yucaipa, CA 92399	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	22,046.82	22,046.82
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	3,801.18	3,801.18
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	10,403.40	10,403.40	10,317.48	10,317.48
4	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2	275.00	550.00	325.82	651.64
5	ITEM DELETED BY ADDENDUM							
6	160101	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	7,602.35	7,602.35
7	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,973.28	5,973.28
8	220101	FINISHING ROADWAY	LS	1	5,000.00	5,000.00	3,801.18	3,801.18
9	390130	HOT MIX ASPHALT	TON	6,000	69.00	414,000.00	67.75	406,500.00
10	ITEM DELETED BY ADDENDUM							
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B) (AS DIRECTED)	EA	6	3,000.00	18,000.00	4,887.23	29,323.38
12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	4,400	9.00	39,600.00	9.77	42,988.00
13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160	30.00	4,800.00	48.87	7,819.20
14	731516	MINOR CONCRETE (DRIVEWAY)	EA	1	1,250.00	1,250.00	2,172.10	2,172.10
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,500	5.50	8,250.00	5.43	8,145.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	600	4.50	2,700.00	2.44	1,464.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,666	1.10	1,832.60	0.27	449.82
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	750.00	3,000.00	543.03	2,172.12
19	190101	ROADWAY EXCAVATION	CY	3,000	35.00	105,000.00	46.88	140,640.00
SUBTOTAL (Base Bid)						640,386.00		695,867.55
SUBTOTAL (Base Bid)						640,386.00		695,867.55
ALTERNATE BID SCHEDULE 1 (RCSO)								
Laird Construction Co., Inc. Rancho Cucamonga, CA 91730-5743							Palm Canyon Contractors, Inc. Yucaipa, CA 92399	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	152440	ADJUST MANHOLE TO GRADE	EA	28	700.00	18,200.00	678.78	17,648.28
SUBTOTAL (Alternate Bid)						18,200.00		17,648.28
SUBTOTAL (Alternate Bid)						18,200.00		17,648.28
PROJECT TOTAL						658,586.00		713,515.83
PROJECT TOTAL						658,586.00		713,515.83

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Hardy & Harper, Inc.** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Allwood Group Road Rehabilitation Project in the Community of Rubidoux, Project No. X1004**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda (1). (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
 - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
 - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**ALLWOOD GROUP
ROAD REHABILITATION PROJECT
IN THE COMMUNITY OF RUBIDOUX**

PROJECT NO. X1004

AGREEMENT

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00
4	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2	300.00	600.00
5	-----	<i>ITEM DELETED BY ADDENDUM</i>	-----	-----	-----	-----
6	160101	CLEARING AND GRUBBING	LS	1	3,000.00	3,000.00
7	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00
8	220101	FINISHING ROADWAY	LS	1	1,000.00	1,000.00
9	390130	HOT MIX ASPHALT	TON	6,000	56.00	336,000.00
10	-----	<i>ITEM DELETED BY ADDENDUM</i>	-----	-----	-----	-----
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A OR CASE B) [AS DIRECTED]	EA	6	2,333.00	13,998.00
12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	4,400	10.10	44,440.00
13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160	40.00	6,400.00
14	731516	MINOR CONCRETE (DRIVEWAY)	EA	1	3,157.20	3,157.20
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,500	5.85	8,775.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	600	3.00	1,800.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,666	0.30	499.80
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	1,000.00	4,000.00
19	190101	ROADWAY EXCAVATION	CY	3,000	17.71	53,130.00

BASE BID

SUBTOTAL: Five hundred fifteen thousand, eight hundred dollars and zero cents \$ 515,800.00

ITEMS 1-19

"WORDS"

**AGREEMENT
(CONTINUED)**

ALTERNATE BID SCHEDULE 1 (RCSD) NOT SELECTED FOR AWARD

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
20	152440	ADJUST MANHOLE TO GRADE	EA	26	-----	-----

PROJECT

TOTAL: Five hundred fifteen thousand, eight hundred dollars and zero cents \$ 515,800.00

ITEMS 1-19 "WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

HARDY & HARPER INC.

BY _____
Chairman, Board of Supervisors

BY [Signature]
Steve Kirschner

Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: [Signature]
Kristen S Paulino

BY _____
Deputy

TITLE: Corporate Secretary

Licensed in accordance with an act providing for the registration of Contractors,

License No. 215952

Federal Employer Identification Number:

95-2251022

BY _____
"County"
(Seal)

"Corporation"
(Seal)

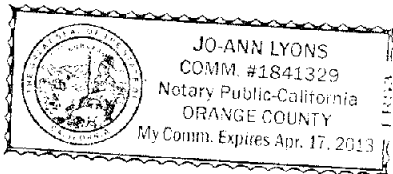
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }
 January 12, 2011 } Jo-Ann Lyons, Notary Public
 On _____ before me, Steve Kirschner
Date Here Insert Name and Title of the Officer
 personally appeared Kristen S. Paulino
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: January 12, 2011 5

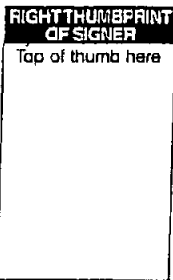
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: Steve Kirschner Vice President

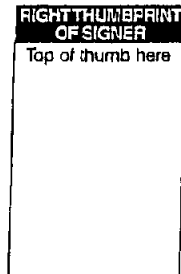
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Hardy & Harper, Inc.



Signer Is Representing: _____

Signer's Name: Kristen S. Paulino Corp Secretary

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Hardy & Harper, Inc.



Signer Is Representing: _____

**MINUTES OF BOARD OF DIRECTORS
HELD ON NOVEMBER 15, 2005**

The Board of Directors met this date pursuant to the president's request for a special board meeting. Notice was waived. All directors being present in the office of the corporation the meeting was called to order by the president and;

The Secretary then presented the waiver of notice which was agreed to by all directors and entered in the minutes.

The following directors were present being all the acting directors:

Fred T. Maas, Jr.
Daniel Maas
Steven M. Kirschner
Kristen S. Paulino

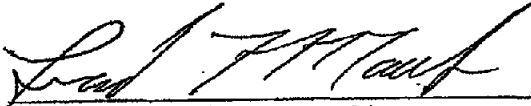
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts, bids and other documents on behalf of the corporation.

On motion unanimously carried the following resolution was adopted:

Daniel Maas, Steven M. Kirschner, and Kristen S. Paulino are authorized to sign contracts, bids, credit applications and necessary documents on behalf of the corporation to bind the corporation as he and the president of the corporation agree.

There being no further business, the meeting was adjourned.

DATED: November 15, 2005



FRED T. MAAS, JR., President



KRISTEN S. PAULINO, Secretary

PERFORMANCE BOND

Recitals:

1. **Hardy & Harper, Inc.**, (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Allwood Group Road Rehabilitation Project in the Community of Rubidoux, Project No. X1004.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **515,800.00 (Five hundred fifteen thousand eight hundred dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND

Recitals:

- 1. Hardy & Harper, Inc., (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Allwood Group Road Rehabilitation Project in the Community of Rubidoux, Project No. X1004.
2. International Fidelity Insurance Company, a New Jersey corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 515,800.00 (Five hundred fifteen thousand eight hundred dollars and zero cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of January 11th, 2011

Hardy & Harper, Inc.
By [Signature]
Steve Kirschner

International Fidelity Insurance Company
By [Signature]

By _____

Type Name Dwight Reilly
Its Attorney in Fact
"Surety"

Title Vice President
"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

Orange

January 12, 2011

Jo-Ann Lyons, Notary Public

On _____

Date

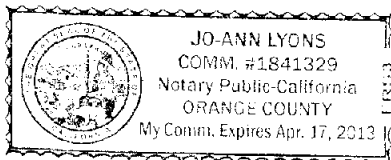
before me, _____

Steve Kirschner

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person() whose name() is/ are subscribed to the within instrument and acknowledged to me that he/ she/ they executed the same in his/ her/ their authorized capacity(ies), and that by his/ her/ their signature() on the instrument the person(), or the entity upon behalf of which the person() acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Performance Bond

Title or Type of Document: _____

January 11, 2011

1

Document Date: _____

Dwight Reilly

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

Vice President

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

Hardy & Harper, Inc.

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

State of California

County of Orange)

On January 11th, 2011 before me, Allison Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~^{is/are}
subscribed to the within instrument and acknowledged to me that he/~~she/they~~^{he/she/they} executed the same in
his/~~her/their~~^{his/hers/their} authorized capacity(ies), and that by his/~~her/their~~^{his/hers/their} signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

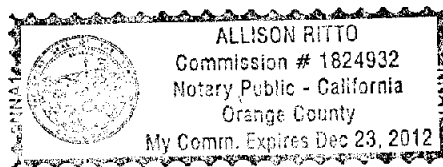
WITNESS my hand and official seal.

Signature



Allison Ritto

(Seal)



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

DWIGHT REILLY, RALPH EIDEM, JR., ARTURO AYALA, DANIEL HUCKABAY

Orange, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

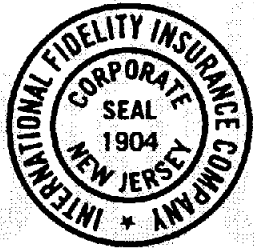
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) 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, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



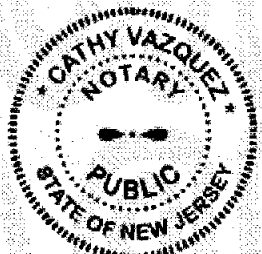
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of JAN 11 2011

Assistant Secretary

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

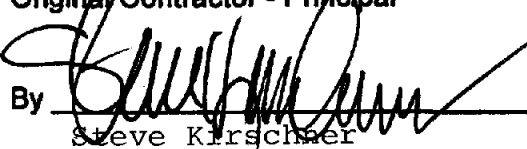
The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and International Fidelity Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$515,800.00 (Five hundred fifteen thousand eight hundred dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Allwood Group Rehabilitation Project in the Community of Rubidoux, Project No. X1004.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: January 11th, 2011

Hardy & Harper, Inc.
Original Contractor - Principal

International Fidelity Insurance Company
Surety

By 
Steve Kirschaer

By 
Dwight Reilly Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF See attached } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

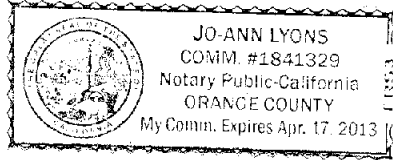
Signature of Notary Public

Notary Public (Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }
 On January 12, 2011 before me, Jo-Ann Lyons, Notary Public
Date Name and Title of the Officer
 personally appeared Steve Kline
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(●) on the instrument the person(●), or the entity upon behalf of which the person(●) acted, executed the instrument.

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

WITNESS my hand and official seal.
 Signature Jo-Ann Lyons
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

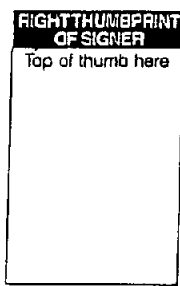
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

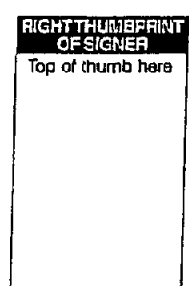
Title or Type of Document: Payment Bond
 Document Date: January 11, 2011 Number of Pages: 1
 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed By Signer(s)

Signer's Name: Vice President
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Hardy & Harper, Inc.
 Signer Is Representing: _____



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



ACKNOWLEDGMENT

State of California
County of Orange

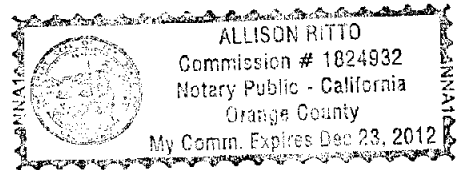
On January 11th, 2011 before me, Allison Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~^{is/are}
subscribed to the within instrument and acknowledged to me that he/~~she/they~~^{she/they} executed the same in
his/~~her/their~~^{his/their} authorized capacity(ies), and that by his/~~her/their~~^{his/their} signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)
Allison Ritto



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint:

DWIGHT REILLY, RALPH EIDEM, JR., ARTURO AYALA, DANIEL HUCKABAY

Orange, CA.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The *President or any Vice President, Executive Vice President, Secretary or Assistant Secretary*, shall have power and authority

- (1) 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, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



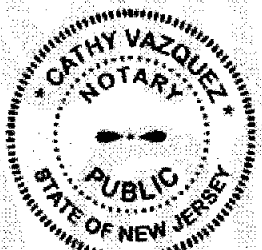
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of **JAN 11 2011**

Assistant Secretary

Company Profile

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL
NEWARK, NJ 07102-5207

Agent for Service of Process

DOROTHY O'CONNOR-MANSON, 1575 TREAT BLVD. WALNUT CREEK, CA 94598

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11592
NAIC Group #:	4705
California Company ID #:	4341-4
Date authorized in California:	February 09, 1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

Company Complaint Information

[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

Want More?

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 12/27/10

hereafter called "County":

BIDDER: Hardy & Harper, Inc.
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of ALLWOOD GROUP ROAD REHABILITATION PROJECT IN THE COMMUNITY OF RUBIDOUX, PROJECT NO. X1004 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1 for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**ALLWOOD GROUP
 REHABILITATION PROJECT**

PROJECT No. X1004

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	3,000-	3,000-
2	074020	WATER POLLUTION CONTROL	LS	1	3,000-	3,000-
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000-	30,000-
4	152386	RELOCATE ROADSIDE SIGN-ONE POST	EA	2	300-	600-
5	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
6	160101	CLEARING AND GRUBBING	LS	1	3,000-	3,000-
7	170101	DEVELOP WATER SUPPLY	LS	1	3,000-	3,000-
8	220101	FINISHING ROADWAY	LS	1	1,000-	1,000-
9	390130	HOT MIX ASPHALT	TON	6,000	56-	336,000-
10	-----	ITEM DELETED BY ADDENDUM	-----	-----	-----	-----
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403- CASE A OR CASE B)[AS DIRECTED]	EA	6	2,333-	13,998-
12	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	4,400	10.10	44,440-
13	731504	MINOR CONCRETE (CURB AND GUTTER)	LF	160	40-	6,400-
14	731516	MINOR CONCRETE (DRIVEWAY)	EA	1	3,157.20	3,157.20
15	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,500	5.85	8,775-
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	600	3-	1,800-
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,666	0.30	499.80
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	4	1,000-	4,000-
19	190101	ROADWAY EXCAVATION	CY	3,000	17.71	53,130-

SUB-TOTAL: Five hundred fifteen thousand ~~and~~ ^{and} ~~eight~~ ^{eight} hundred dollars \$ 515,800-
 ITEMS 1-19 "WORDS" Eight hundred dollars

ALTERNATE 1 (Rubidoux Community Service District)

20	152440	ADJUST MANHOLE TO GRADE	EA	26	700-	18,200-
----	--------	-------------------------	----	----	------	---------

SUB-TOTAL: eighteen thousand two hundred \$ 18,200-
 ITEMS 20 "WORDS" dollars

PROJECT TOTAL: Five hundred thirty four thousand \$ 534,000-
 ITEMS 1-20 "WORDS" dollars

BIDDER DATA:

Name of Bidder Hardy & Harper, Inc.

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder Steve Kirschner, Vice President

Address 1312 E. Warner Ave.

Santa Ana, CA 92705 Phone 714-444-1851

Contractor's License 215952 A, C8, C12
Type & Number

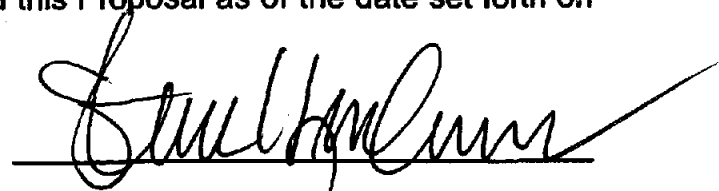
Expiration Date 12/31/11

8. **DESIGNATION OF SUBCONTRACTORS:** Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
18	EBS Utilities Adjusting	1320 E 6 th St Corona, CA	932798
(partial) 3, 16, 17	Cal Stripe	375 S "G" Street San Bernardino, CA	685387

Percent of work to be performed by sub-contractors: 3.5%
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.



Steve Kirschner

TITLE Vice President
"Contractor"

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

N/A declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month),
_____ (year) at _____, California

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

N/A

Declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as _____ which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____ who constitute the other members of the joint venture or copartnership.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month),
_____(year)
at _____, California

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

Steve Kirschner declares as follows:

That he or she is Vice President of Hardy & Harper, Inc. a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 27th (day) of December (month),
2010 (year)
at Santa Ana, California

Signature of affiant: 
Steve Kirschner, Vice President

Note: Notarization of signature required

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

Orange

County of

December 28, 2010

Jo-Ann Lyons, Notary Public

On

Date

before me,

Steve Kirshner

Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

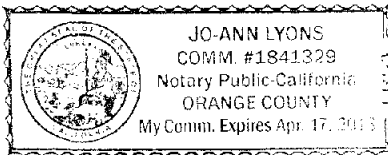
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jo-Ann Lyons

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Affidavit for Corporate Contractor

Description of Attached Document

Title or Type of Document: December 27, 2010 1

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vice President

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

Signer Is Representing: Hardy & Harper, Inc.

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name:

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

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

BID BOND

Bond No. HARHA-227

Recitals:

- 1. Hardy & Harper, Inc. "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for Allwood Group Road Rehabilitation Project in the Community of Rubidoux in accordance with a Notice Inviting Bids of County dated _____.
- 2. International Fidelity Insurance Company a New Jersey corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

- 1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
- 2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
- 3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
- 4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: December 22, 2010

International Fidelity Insurance Company

By _____
Title: Attorney in Fact Dwight Reilly
"Surety"

Hardy & Harper, Inc.
By Steve Kirscher
Title: Steve Kirscher, Vice President
"Contractor"

STATE OF CALIFORNIA } ss. SURETY'S ACKNOWLEDGEMENT
COUNTY OF See attached

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California Orange

County of Orange }
December 28, 2010 Jo-Ann Lyons, Notary Public

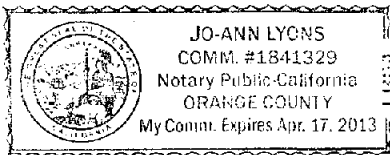
On _____ before me, Steve Kirschner
Date Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person() whose name() is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(), or the entity upon behalf of which the person() acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Jo-Ann Lyons
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: December 22, 2010 1

Document Date: Dwight Reilly Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: Steve Kirschner Vice President

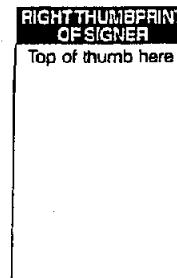
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Hardy & Harper, Inc.



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

ACKNOWLEDGMENT

State of California

County of Orange)

On December 22nd, 2010 before me, Allison Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~^{are}
subscribed to the within instrument and acknowledged to me that he/~~she/they~~^{she} executed the same in
his/~~her/their~~^{her} authorized capacity(ies), and that by his/~~her/their~~^{her} signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

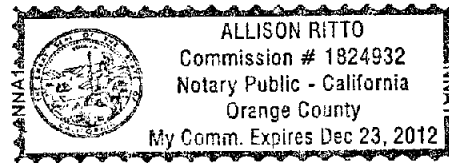
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Allison Ritto

(Seal)



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

DWIGHT REILLY, RALPH EIDEM, JR., ARTURO AYALA, DANIEL HUCKABAY

Orange, CA.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) 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, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



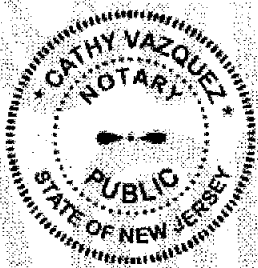
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of December, 2010.

Assistant Secretary

Addendum no. 1
 Allwood Group
 Road Rehabilitation Project, In the Community of Rubidoux
 Project No. X1004
 December 23, 2010
 Page 8 of 8

This addendum has been prepared under the direction of the following registered Civil Engineer:

[Handwritten Signature] 12/23/10
 Michael O. Mueting, PE
 Project Manager



Concurrence:

[Handwritten Signature] 12/23/10
 Khalid Nasim, PE
 Engineering Division Manager

Acknowledged: *[Handwritten Signature]* Date: 12/27/10
 (Contractor)

JRJ:sb Steve Kirschner, Vice President

Company Profile

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FL
NEWARK, NJ 07102-5207

Agent for Service of Process

DOROTHY O'CONNOR-MANSON, 1575 TREAT BLVD. WALNUT CREEK, CA 94598

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11592
NAIC Group #:	<u>4705</u>
California Company ID #:	4341-4
Date authorized in California:	February 09, 1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW JERSEY

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?