

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

135A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 12, 2011

SUBJECT: El Sobrante Road shoulder widening and striping safety project from La Sierra Avenue to Cajalco Road, Lake Mathews area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the specifications and plans, issued prior to the March 15, 2011 bid opening; and
2. Grant the low bidder, All American Asphalt, relief from its submitted bid without penalty; and
3. Accept the low bid of Hardy & Harper, Inc. of Santa Ana, CA in the amount of \$711,528; and
4. Award the contract to Hardy & Harper, Inc. and authorize the Chairman of the Board to execute the contract documents; and

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 711,528	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: HR3-High Risk Rural Road (49%), Measure A/Western (51%)			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 5/11/11
BY: MARSHAL L. VICTOR

Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 3/15/11, Item 3.50 | District: 1 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.52

The Honorable Board of Supervisors

RE: El Sobrante Road shoulder widening and striping safety project from La Sierra Avenue to Cajalco Road, Lake Mathews area.

May 12, 2011

Page 2 of 3

5. Approve the project's proposed budget as shown on Attachment A.

BACKGROUND:

By Minute Order dated March 15, 2011 (agenda item 3.50), the Board authorized the Clerk of the Board to advertise for shoulder widening safety improvements on El Sobrante Road from La Sierra Avenue to Cajalco Road, Lake Mathews area. Additionally, the Board approved the specifications 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 addendum on their Contractor's Proposal. The addendum was issued to clarify and modify the contract documents. The addendum is attached as Addendum No. 1.

Bids were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 6, 2011. Four bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid for all schedules of work.

The low bid, submitted by All American Asphalt (AAA) in the amount of \$536,000, contained clerical errors and AAA has requested relief from their submitted bid without penalty to avoid working at a financial loss. Transportation Department staff and County Counsel have reviewed the request, and recommend the Board to grant the request for relief without penalty. The request was made in accordance with Public Contract Code §5103.

The second lowest responsive bid was submitted by Hardy & Harper, Inc. for \$711,528 which is \$39,172 (5.2%) below the Engineer's Estimate.

This safety project will widen the paved shoulders on two segments of El Sobrante Road and provide enhanced striping and pavement markers from La Sierra Avenue to Cajalco Road, a distance of 5.6 miles. Additionally, work on the two segments of approximately one mile each includes widening the pavement by 4-feet providing a 4-foot wide graded shoulder on each side. The widening of Segment 1 is from McAllister Street to one mile east, and widening of Segment 3 is from Mockingbird Canyon Road to Cajalco Road. This project will restripe and replace any missing pavement markings from McAllister Street to Cajalco Road. A centerline rumble strip will be placed in the curved sections of the road. Raised pavement markers will be installed from La Sierra Avenue to McAllister Street. Project segments are depicted on the attached Vicinity Map.

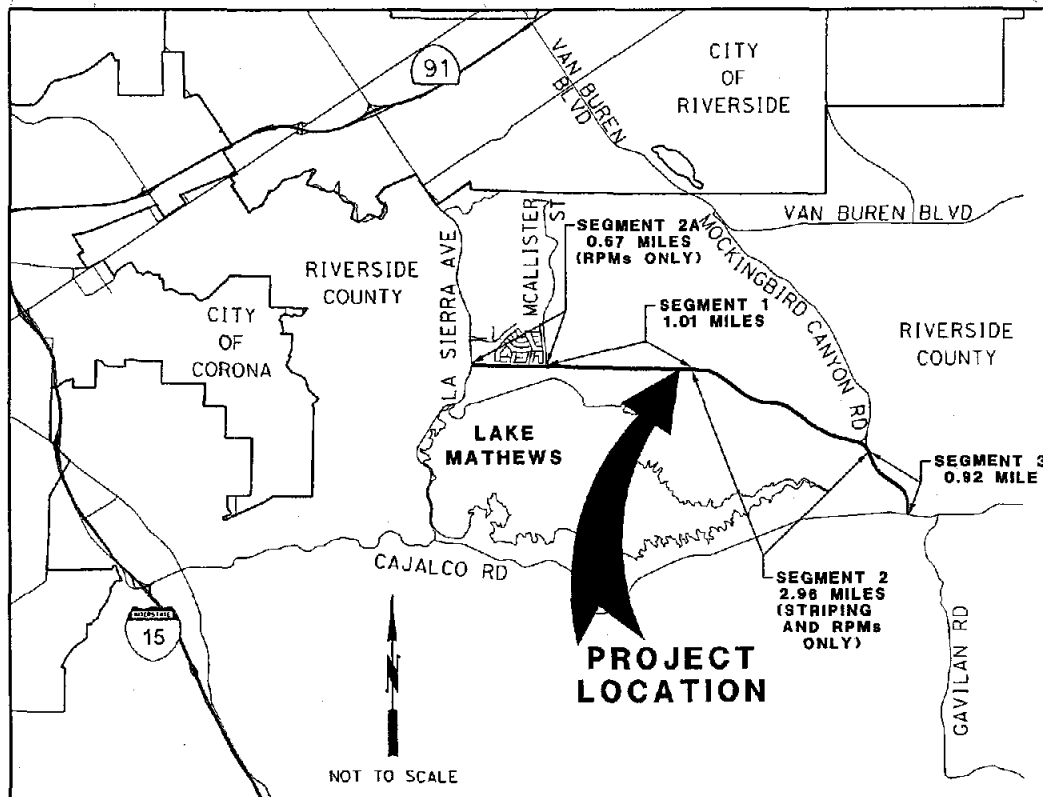
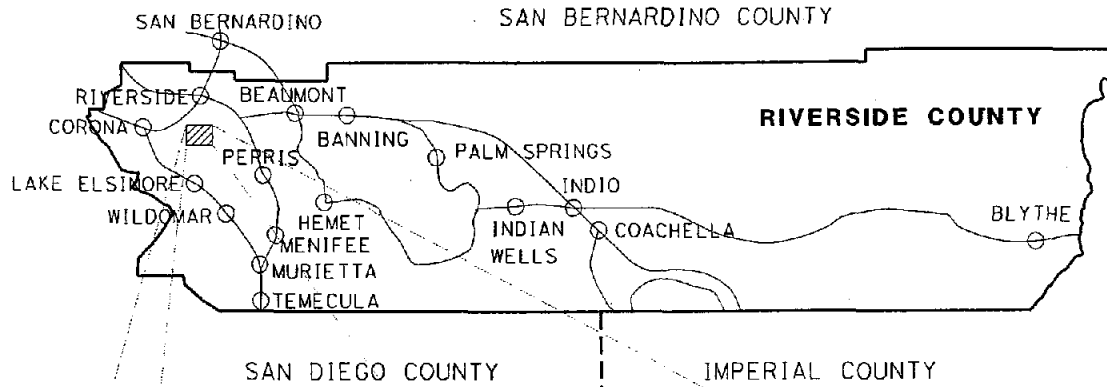
This project includes the Base Bid for segment 1 & 3, and Alternate bid Schedule 1 for segment 2 & 2A to award.

The County was successful in obtaining federal safety funds through a competitive process. This project will create construction jobs, improve the traffic operation and improve safety of the motorists.

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

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

EL SOBRANTE ROAD
SHOULDER WIDENING, STRIPING
and RAISED PAVEMENT MARKERS
FEDERAL AID PROJECT No. HSIPL-5956(191)



VICINITY MAP

PROJECT LENGTH = 5.56 MI
TOWNSHIP 4S RANGE 5W SECTION 5, 6, & 11
2008 THOMAS GUIDE PG 744, H-7 THROUGH J-7; PG 745, A-7 THROUGH E-7; AND PG 775, E-1 THROUGH J-3

Form 11 Attachment
Contract/Lease/Purchase Summary Data

Contract (for Services)

- Approval/Renewal
- Sole Source
- Personal Services
- Independent Contractor
- Other than Low Bid
- Change Order
- Public Works

Lease

- Approval/Renewal
- Multi-Year Lease
- Equipment
- Real Property
- Change Order

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Hardy & Harper, Inc.
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Minority Status:

- M W DV None

Vendor/Lessor Location:	Santa Ana, CA
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Local Preference Applied: Yes No N/A

Local Preference Award Cost \$
 (5% maximum preference)

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

Date Mailed:
 Response Date:
 # of Responses:
 # of Qualified Responses:

Bidding Process:

Bid Range: \$ 711,528.00 to \$ 844,868.50
 Local Bid Range: N/A
 Responsive and Responsible Bid Range: \$ 711,528.00 to \$ 844,868.50

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**Riverside County Transportation Department
Summary of Bids**

PROJECT:

**El Sobrante Road Safety Project, Shoulder Widening and Striping
From La Sierra Avenue to Cajalco Road**

Advertised: March 15, 2011 (Agenda Item: 3.50)

Addenda: 1 (3/31/11)

Bids Open: 2 pm Date: Wednesday, April 6, 2011

PROJECT NO. B8-0620, Federal Aid No. HRRRL-5956(182)

										COUNTY'S ESTIMATE			1 Hardy & Harper, Inc. Santa Ana, CA 92705		
BASE BID: (Segments 1 & 3)	ITEM NO.	ITEM CODE	CONTRACT ITEM	*LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE					
	1	066102	DUST ABATEMENT	NA	LS	1	5,000.00	5,000.00	13,000.00	13,000.00					
	2	074020	WATER POLLUTION CONTROL	NA	LS	1	15,000.00	15,000.00	3,000.00	3,000.00					
	3	120100	TRAFFIC CONTROL SYSTEM	NA	LS	1	50,000.00	50,000.00	44,000.00	44,000.00					
	4	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	NA	SQFT	3,000	2.50	7,500.00	1.70	5,100.00					
	5	160101	CLEARING AND GRUBBING	NA	LS	1	6,900.00	6,900.00	41,729.00	41,729.00					
	6	170101	DEVELOP WATER SUPPLY	NA	LS	1	2,500.00	2,500.00	3,000.00	3,000.00					
	7	190101	ROADWAY EXCAVATION	NA	CY	4,200	40.00	168,000.00	33.00	138,600.00					
	8	190185	SHOULDER BACKING	NA	LF	16,700	2.00	33,400.00	1.00	16,700.00					
	9	220101	FINISHING ROADWAY	NA	LS	1	5,000.00	5,000.00	3,000.00	3,000.00					
	10	260201	CLASS 2 AGGREGATE BASE	NA	CY	2,800	40.00	112,000.00	44.00	123,200.00					
	11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	NA	EA	7	1,000.00	7,000.00	1,000.00	7,000.00					
	12	390130	HOT MIX ASPHALT	NA	TON	2,200	80.00	176,000.00	75.57	166,254.00					
	13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	NA	LF	6,800	5.00	34,000.00	2.75	18,700.00					
	14	394050	RUMBLE STRIP	NA	LF	4,250	1.00	4,250.00	1.50	6,375.00					
	15	566011	ROADSIDE SIGN - ONE POST	NA	EA	35	250.00	8,750.00	210.00	7,350.00					
	16	820132	OBJECT MARKER (TYPE L)	NA	EA	6	50.00	300.00	45.00	270.00					
	17	840515	THERMOPLASTIC PAVEMENT MARKING	Like 1	SQFT	1,800	4.00	7,200.00	3.00	5,400.00					
	18	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	87,000	0.20	17,400.00	0.16	13,920.00					
	19	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	1,200	4.00	4,800.00	3.00	3,600.00					
	20	019901	DEMobilIZATION	NA	LS	1	35,000.00	35,000.00	35,000.00	35,000.00					
	21	016192	GEOSYNTHETIC REINFORCEMENT (GEOGRID OR EQUAL)	NA	SQYD	4,900	7.00	34,300.00	9.00	44,100.00					
			SUBTOTAL					734,300.00		699,298.00					
			ITEMS 1-21												
										ALTERNATE BID SCHEDULE 1: (SEGMENT 2 & 2A)			Hardy & Harper, Inc. Santa Ana, CA 92705		
ALTERNATE BID SCHEDULE 1: (SEGMENT 2 & 2A)	ITEM NO.	ITEM CODE	CONTRACT ITEM	*LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE					
	22	840515	THERMOPLASTIC PAVEMENT MARKING	Like 1	SQFT	900	4.00	3,600.00	3.50	3,150.00					
	23	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	52,000	0.20	10,400.00	0.14	7,280.00					
	24	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	600	4.00	2,400.00	3.00	1,800.00					
			SUBTOTAL					16,400.00		12,230.00					
			ITEMS 22-24												
										PROJECT TOTAL			711,528.00		
			PROJECT TOTAL					750,700.00		711,528.00					
			ITEMS 1-24												

**Riverside County Transportation Department
Summary of Bids**

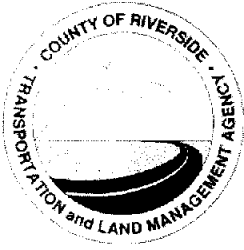
PROJECT:

**EI Sobrante Road Safety Project, Shoulder Widening and Striping
From La Sierra Avenue to Cajalco Road**

Advised: March 15, 2011 (Agenda Item: 3.50)
Addenda: 1 (3/31/11)
Bids Open: 2 pm Date: Wednesday, April 6, 2011

PROJECT NO. B8-0620, Federal Aid No. HRRRL-5956(182)

BASE BID: (Segments 1 & 3)		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	*LIKE BID ITEMS	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	NA	LS	1	5,000.00	5,000.00	24,000.00	24,000.00
2	074020	WATER POLLUTION CONTROL	NA	LS	1	4,000.00	4,000.00	6,000.00	6,000.00
3	120100	TRAFFIC CONTROL SYSTEM	NA	LS	1	18,000.00	18,000.00	144,000.00	144,000.00
4	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	NA	SQFT	3,000	3.00	9,000.00	3.00	9,000.00
5	160101	CLEARING AND GRUBBING	NA	LS	1	5,000.00	5,000.00	6,500.00	6,500.00
6	170101	DEVELOP WATER SUPPLY	NA	LS	1	3,500.00	3,500.00	2,500.00	2,500.00
7	190101	ROADWAY EXCAVATION	NA	CY	4,200	45.25	190,050.00	30.00	126,000.00
8	190185	SHOULDER BACKING	NA	LF	16,700	1.40	23,380.00	0.46	7,682.00
9	220101	FINISHING ROADWAY	NA	LS	1	14,000.00	14,000.00	27,000.00	27,000.00
10	260201	CLASS 2 AGGREGATE BASE	NA	CY	2,800	44.00	123,200.00	43.00	120,400.00
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	NA	EA	7	1,475.00	10,325.00	1,300.00	9,100.00
12	390130	HOT MIX ASPHALT	NA	TON	2,200	85.00	187,000.00	86.00	189,200.00
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	NA	LF	6,800	2.60	17,680.00	1.50	10,200.00
14	394050	RUMBLE STRIP	NA	LF	4,250	1.45	6,162.50	1.45	6,162.50
15	566011	ROADSIDE SIGN - ONE POST	NA	EA	35	220.00	7,700.00	360.00	12,600.00
16	820132	OBJECT MARKER (TYPE L)	NA	EA	6	47.00	282.00	210.00	1,260.00
17	840515	THERMOPLASTIC PAVEMENT MARKING	Like 1	SQFT	1,800	3.15	5,670.00	3.70	6,660.00
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	87,000	0.17	14,790.00	0.19	16,530.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	1,200	3.10	3,720.00	2.63	3,156.00
20	019901	DEMobilIZATION	NA	LS	1	35,000.00	35,000.00	35,000.00	35,000.00
21	016192	GEOSYNTHETIC REINFORCEMENT (GEOGRID OR EQUAL)	NA	SQYD	4,900	7.40	36,260.00	13.70	67,130.00
SUBTOTAL							719,719.50		830,080.50
ITEMS 1-21									
ALTERNATE BID SCHEDULE 1: (SEGMENT 2 & 2A)									
ITEM NO.	ITEM CODE	CONTRACT ITEM	*LIKE BID ITEMS	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
22	840515	THERMOPLASTIC PAVEMENT MARKING	Like 1	SQFT	900	3.70	3,330.00	3.70	3,330.00
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	52,000	0.15	7,800.00	0.19	9,880.00
24	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	600	3.25	1,950.00	2.63	1,578.00
SUBTOTAL							13,080.00		14,788.00
ITEMS 22-24									
PROJECT TOTAL									
ITEMS 1-24							732,799.50		844,868.50



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY
Transportation Department



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

ADDENDUM NUMBER 1
Dated March 31, 2011

to the
Specifications and Contract Documents
for the construction of

EL SOBRANTE ROAD
SAFETY PROJECT
SHOULDER WIDENING AND STRIPING
LA SIERRA AVENUE TO CAJALCO ROAD

PROJECT NO. B8-0620
FEDERAL AID NO. HRRRL – 5956(182)

Bids Due: Wednesday, April 6, 2011; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to Section 3-1.04 of the Contract Document for the referenced project. This Addendum is issued as a supplement to the specifications and special provisions for the referenced project. Any 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 signature page 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.**
Delete Proposal page B2 and replace with **Attachment "A"** which is made a part hereof. The following changes have been made to the Proposal:
- a. The following bid item has been added:
 - Item 21, "GEOSYNTHETIC REINFORCEMENT (GEOGRID OR EQUAL)"

See Attachment "A"

Item 2: Clarification of Notice to Contractors.

Refer to "Notice to Contractor" on page 1. Delete and replace the last line with:
Working Days 30 (~~Calendar-Days~~) Working days

Note: This correction also applies to the Notice Inviting Bids advertisement in the Press-Enterprise publication.

Item 3: Federal Minimum Wages.

Refer to section 5-2 entitled "Federal Prevailing Wages Decision" delete and replace with the following:

"Federal wage determination, General Decision no. CA20080036 - CA36, Modification no. 18, dated **3/18/2011**, shall apply to this project. This document is available upon request from the Transportation Department: (951) 955-6780.

Item 4: Gas 8" High Pressure Main.

Portions of the existing 8" High Pressure Gas main are to be relocated by the Gas Company. Refer to "Order of Work" for details. Bidding Contractors are reminded to refer to Section 2, page 6, subsection "Inspection of Site".

Item 5: Subgrade Treatment and Geogrid. The following Special Provisions regarding "Subgrade Treatment and Geogrid" are added and made part hereof.

SUBGRADE TREATMENT AND GEOGRID:

The Contractor is hereby notified that extreme caution shall be applied when working above or adjacent the existing 8 inch high pressure gas main on the southerly side of El Sobrante Road.

When working on the southerly side of El Sobrante Road, in the vicinity of the 8 inch high pressure gas main, methods of subgrade stabilization treatment and /or mitigation measures will include the following:

- a. Excavate the soil to subgrade or as directed by the Engineer. DO NOT RIP, SCARIFY OR VIBRATE. Compaction to 95% shall be achieved by non-vibratory sheeps foot roller, 10 Ton minimum or alternate method as approved by the Engineer.
- b. The Elevations and Depths of the 8 inch high pressure gas main are provided for information only. The Contractor is responsible for utility location as described under "OBSTRUCTIONS" in the Special Provisions.
- c. H20 is the maximum wheel loading allowed directly above the 8 inch high pressure gas main. Contractor shall maintain a minimum clearance of 12 inches (1.0') or greater for any construction activities above the 8 inch high pressure gas main.
- d. Place the layer of geogrid (Tensar BX 1200 or approved equal) directly on soil.

- e. Spread aggregate base materials in layers using a tract type dozer, or alternate method as approved by Engineer, up to the original finished subgrade. The number of layers or lifts will depend on the operating weight of the dozer as specified herein.

Installation of the geogrid shall be in accordance with the manufacturer's recommendation except overlaps (longitudinal and transverse) shall be 36 inches.

Contractor shall utilize small to medium equipment for excavation to minimize disturbance to the 8 inch high pressure gas main. Spreading of the aggregate base shall also be performed with the same type of equipment. The depth and lift thickness of the layers shall be based on the equipment operating weight. Small equipment shall place the material at a minimum of 3 lifts or as the direction of the Engineer. The final lift may require some compactive effort (static rolling) for the geogrid to be installed flat and level.

The second layer of aggregate base will require the same spreading equipment. The material will be compacted at 95% density. All compactive effort will be at static rolling (no vibration).

The asphalt layer shall be placed in lift specified in the special provisions. However, the initial breakdown shall require static rolling. Compaction in vibratory mode shall be at the direction of the Engineer.

The Contractor is encouraged to perform review of the site to evaluate conditions and the type of equipment to be used.

Payment:

Full compensation for Subgrade Treatment, except as otherwise provided herein, for conforming to the requirements of this article shall be considered as included in the contract bid price for Roadway Excavation and Aggregate Base and no additional compensation will be allowed therefor.

The contract bid price paid per square yard for Geogrid shall include full compensation for furnishing all labor, tools, material, equipment, and incidentals, and for doing all the work involved and complete in place for two (2) layers of Geogrid in the area of the Asphalt Concrete roadway construction and no additional compensation will be allowed therefor. No adjustment in the bid price for overages or underages from the stated quantity for each will be allowed.

Item 6:

Pot Holes.

Pot Holes information is provided for and made part hereof.

See Attachment "B"

"EL SOBRANTE ROAD; 8" GAS MAIN ELEVATION AND DEPTHS"

The attachment (and downloadable file) is provided for reference only. The County of Riverside Transportation Department does not guarantee the accuracy of this data.

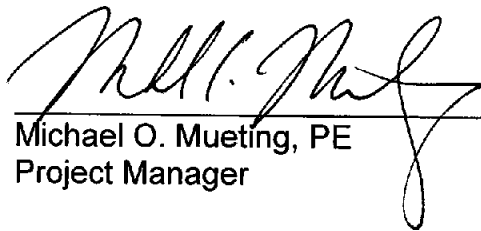
MODIFICATIONS / CLARIFICATIONS TO PLANS

Item 7: Typical Section.
A Typical Section is provided and made part hereof.

See Attachment "C"
"EL SOBRANTE ROAD – S'LY SIDE; TYPICAL SECTION AT 8" GAS MAIN

Item 8: Construction Note.
Refer to plans and Attachment "C". Add construction note 20; Place geosynthetic reinforcement (Geogrid or equal) below Class 2 aggregate base, southerly side of El Sobrante Road only. Place as described in Special Provision "SUBGRADE TREATMENT AND GEOGRID" and as shown on "EL SOBRANTE ROAD- S'LY SIDE; TYPICAL SECTION AT 8" GAS MAIN". (See Attachment "C")

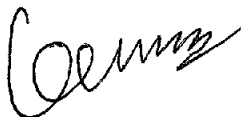
This addendum has been prepared under the direction of the following registered Civil Engineer:



Michael O. Mueeting, PE
Project Manager



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____
(Contractor)

**EL SOBRANTE ROAD, SAFETY PROJECT
SHOULDER WIDENING AND STRIPING
LA SIERRA AVENUE TO CAJALCO ROAD**

**PROJECT NO. B8-0620
FEDERAL AID NO. HRRRL-5956(182)**

PROPOSAL (REVISED)

BASE BID: (Segments 1 & 3)

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	NA	LS	1		
2	074020	WATER POLLUTION CONTROL	NA	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	NA	LS	1		
4	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	NA	SQFT	3,000		
5	160101	CLEARING AND GRUBBING	NA	LS	1		
6	170101	DEVELOP WATER SUPPLY	NA	LS	1		
7	190101	ROADWAY EXCAVATION	NA	CY	4,200		
8	190185	SHOULDER BACKING	NA	LF	16,700		
9	220101	FINISHING ROADWAY	NA	LS	1		
10	260201	CLASS 2 AGGREGATE BASE	NA	CY	2,800		
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	NA	EA	7		
12	390130	HOT MIX ASPHALT	NA	TON	2,200		
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	NA	LF	6,800		
14	394050	RUMBLE STRIP	NA	LF	4,250		
15	566011	ROADSIDE SIGN - ONE POST	NA	EA	35		
16	820132	OBJECT MARKER (TYPE L)	NA	EA	6		
17	840515	THERMOPLASTIC PAVEMENT MARKING	Like 1	SQFT	1,800		
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	87,000		
19	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	1,200		
20	019901	DEMOLITION	NA	LS	1	35,000.00	35,000.00
21	016192	GEOSYNTHETIC REINFORCEMENT (GEOGRID OR EQUAL)	NA	SQYD	4,900		

SCHEDULE A SUB TOTAL: _____ \$ _____

ITEMS 1-21 "WORDS"

ALTERNATE BID SCHEDULE 1: (SEGMENT 2 & 2A)

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
22	840515	THERMOPLASTIC PAVEMENT MARKING	Like 1	SQFT	900		
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	52,000		
24	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	600		

SCHEDULE B SUBTOTAL: _____ \$ _____

ITEMS 22-24 "WORDS"

PROJECT TOTAL: _____ \$ _____

ITEMS 1-24 "WORDS"

* NOTE: See Page 8 Section 2 for "Like Bid Item" corrections will apply if proposal item cost discrepancies are submitted.

8" GAS MAIN ELEVATIONS and DEPTHS

Based on Riverside County Field Survey Data

ATTACHMENT "B" TO ADDENDUM 1
PAGE 1 OF 1

POT HOLE STATION	EX GRADE AT GAS MAIN	TOP GAS MAIN PER RIV CO	EX FS TO TOP
52+38	1314.48	1309.57	4.91
58+00	1320.46	1316.45	4.01
62+94	1318.17	1314.58	3.59
67+95	1324.74	1320.15	4.59
69+65	1328.77		
69+90	1329.35		
70+15	1329.92		
72+95	1336.58	1331.57	5.01
77+45	1348.80		
77+70	1349.30		
77+95	1349.90		
78+00	1350.36	1346.67	3.69
83+01	1362.97	1358.88	4.09
86+25	1373.57		
86+50	1374.98		
86+75	1375.19		
88+00	1379.31	1375.45	3.86
91+50	1388.49		
91+75	1390.57		
92+15	1388.53		
93+00	1397.06	1394.19	2.87
95+15	1406.03		
95+40	1407.63		
95+65	1408.40		
98+00	1721.19	1717.70	3.49
98+95	1421.75		
99+20	1422.53		
99+45	1423.15		
103+00	1421.09	1417.94	3.15
259+50	1465.28	1463.05	2.23
264+50	1469.35	1466.43	2.92
269+50	1477.76	1474.23	3.53
274+67	1488.31	1485.08	3.23
284+00	1500.95	1497.55	3.40
287+10	1496.20	1493.20	3.00
298+00	1474.18	1471.21	2.97

EX EP	GAS MAIN OFFSET FROM EP	PROP FS OVER GAS MAIN	PROP FS TO TOP	PROP SECTION DEPTH	BOTTOM OF EXCAVATION	EXCAVATION TO TOP feet	EXCAVATION TO TOP inches	TOP GAS MAIN PER GAS CO
1314.60	1.16	1314.58	5.01	1.39	1313.19	3.62	43.4	1316.22
1320.56	1.62	1320.53	4.08	1.39	1319.14	2.69	32.3	1314.62
1318.54	4.26	1318.45	3.87	1.39	1317.06	2.48	29.8	1320.08
1325.32	4.02	1325.24	5.09	1.39	1323.85	3.70	44.4	
	1.25			1.39				
	1.25			1.39				
	1.25			1.39				
1336.89	5.29	1336.78	5.21	1.39	1335.39	3.82	45.9	1331.54
	2.00			1.39				
	7.00			1.39				
1350.16	5.61	1350.05	3.38	1.39	1348.66	1.99	23.9	1358.86
1362.62	5.60	1362.51	3.63	1.39	1361.12	2.24	26.9	
	1.25			1.39				
	2.70			1.39				
	1.25			1.39				
1378.93	4.01	1378.85	3.40	1.39	1377.46	2.01	24.1	1375.51
	4.00			1.39				
	1.25			1.39				
1397.28	3.71	1397.21	3.02	1.39	1395.82	1.63	19.5	
	2.70			1.39				
	1.25			1.39				
	4.00			1.39				
	4.00			1.39				
1720.55	3.60	1720.48	2.78	1.39	1719.09	1.39	16.7	1417.85
	2.00			1.39				1463.41
	2.00			1.39				
	5.00			1.39				
1420.84	4.89	1420.74	2.80	1.39	1419.35	1.41	16.9	
1465.33	2.20	1465.29	2.24	1.39	1463.90	0.85	10.2	
	5.53			1.39				
	5.34			1.39				
	5.79			1.39				
	1.55			1.39				
1497.29	9.62	1497.10	3.90	1.39	1495.71	2.51	30.1	1493.15
1474.03	3.60	1473.96	2.75	1.39	1472.57	1.36	16.3	

NOTE: BLANK CELLS INDICATE NO EP DATA AND GAS MAIN DEPTH IS UNKNOWN.

TOP TOP OF PIPE ELEVATION
EP EDGE OF EXISTING PAVEMENT
FS FINISHED SURFACE

INFORMATION ONLY

Contract No. 11-04-013
Riverside Co Transportation

AGREEMENT

COUNTY OF RIVERSIDE

PROJECT NO. B8-0620

HRRRL-5956 (182)

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and Hardy & Harper, Inc., Contractor, party of the second part.

ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, addendum No. 1, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the **Standard Plans, dated May 2006**, the **Standard Specifications, dated May 2006**, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled **El Sobrante Road Safety Project, Shoulder Widening and Striping from La Sierra Avenue to Cajalco Road**. Project Sheets 1 through 7, approved February, 2011 on file with the County Surveyor file No.955-H, and as revised by addenda, which said project plans are hereby made a part of this contract.

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and

referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**EL SOBRANTE ROAD, SAFETY PROJECT
SHOULDER WIDENING AND STRIPING
LA SIERRA AVENUE TO CAJALCO ROAD**

**PROJECT No. B8-0620
FEDERAL AID No. HRRRL-5956(182)**

AGREEMENT

BASE BID: (Segment 1&3)

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	066102	DUST ABATEMENT	LS	1	13,000.00	13,000.00
2.	074020	WATER POLLUTION CONTROL	LS	1	3,000.00	3,000.00
3.	120100	TRAFFIC CONTROL SYSTEM	LS	1	44,000.00	44,000.00
4.	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,000	1.70	5,100.00
5.	160101	CLEARING AND GRUBBING	LS	1	41,729.00	41,729.00
6.	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00
7.	190101	ROADWAY EXCAVATION	CY	4,200	33.00	138,600.00
8.	190185	SHOULDER BACKING	LF	16,700	1.00	16,700.00
9.	220101	FINISHING ROADWAY	LS	1	3,000.00	3,000.00
10.	260201	CLASS 2 AGGREGATE BASE	CY	2,800	44.00	123,200.00
11.	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	7	1,000.00	7,000.00
12.	390130	HOT MIX ASPHALT	TON	2,200	75.57	166,254.00
13.	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	6,800	2.75	18,700.00
14.	394050	RUMBLE STRIP	LF	4,250	1.50	6,375.00
15.	566011	ROADSIDE SIGN - ONE POST	EA	35	210.00	7,350.00
16.	820132	OBJECT MARKER (TYPE L)	EA	6	45.00	270.00
17.	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,800	3.00	5,400.00
18.	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	87,000	0.16	13,920.00
19.	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	3.00	3,600.00
20.	019901	DEMOBILIZATION	LS	1	35,000.00	35,000.00
21.	016192	GEOSYNTHETIC REINFORCEMENT (GEOGRID OR EQUAL)	SQYD	4,900	9.00	44,100.00

SUBTOTAL, BASE BID, ITEMS 1-21:

Six hundred ninety nine thousand, two hundred ninety eight dollars and zero cents.

\$ 699,298.00

Words

**AGREEMENT
(CONTINUED)**

ALTERNATE BID SCHEDULE 1: (Segment 2 & 2A)

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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22.	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	900	3.50	3,150.00
23.	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	52,000	0.14	7,280.00
24.	850102	PAVEMENT MARKER (REFLECTIVE)	EA	600	3.00	1,800.00

SUBTOTAL, ALTERNATE BID, ITEMS 22-24:

Twelve Thousands, two hundred thirty dollars and zero cents.
Words

\$ 12,230.00

PROJECT TOTAL, ITEMS 1-24:

Seven hundred eleven thousand, five hundred twenty eight dollars and zero cents.
Words

\$ 711,528.00

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 Steve Kirschner
Steve Kirschner

Dated _____

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

ATTEST:
Kristen S. Paulino
Kristen S. Paulino

BY _____
Deputy

TITLE: Corporate Secretary

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

License No. 215952

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 5/11/11
MARSHAL VICTOR DATE

Federal Employer Identification Number: 95-2251022

BY _____
"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On April 18, 2011 before me, Jo-Ann Lyons, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steve Kirschner
Name(s) of Signer(s)

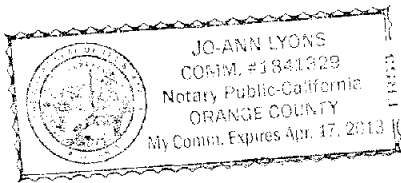
Kristen S. Paulino

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: Agreement

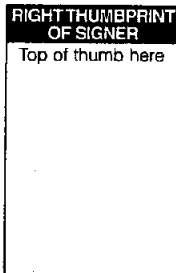
Document Date: April 18, 2011 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner

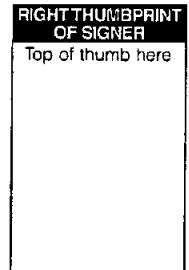
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Hardy & Harper, Inc.

Signer's Name: Kristne S. Paulino

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



Signer Is Representing: Hardy & Harper, Inc.

**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

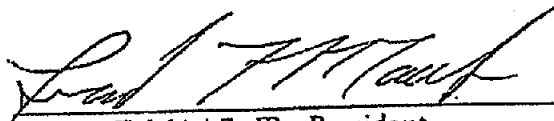
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts, 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 **El Sobrante Road Safety Project, Shoulder Widening and Striping from La Sierra Avenue to Cajalco Road, Project No. B8-0620, Federal Aid No.HRRRL-5956(182).**

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 \$ **711,528.00 (Seven hundred eleven thousand five hundred twenty eight 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).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and _____, 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 \$711,528.00 (Seven hundred eleven thousand five hundred twenty eight 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 El Sobrante Road Safety Project, Shoulder Widening and Striping from La Sierra Avenue to Cajalco Road, Project No. B8-0620, Federal Aid No.HRRRL-5956(182).

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: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} 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).

PERFORMANCE BOND

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

Recitals:

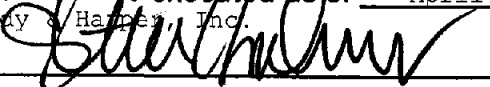
1. **Hardy & Harper, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **El Sobrante Road Safety Project, Shoulder Widening and Striping from La Sierra Avenue to Cajalco Road, Project No. B8-0620, Federal Aid No.HRRRL-5956(182).**
2. International Fidelity Insurance Company, a New Jersey corporation (Surety), is the Surety under this Bond.

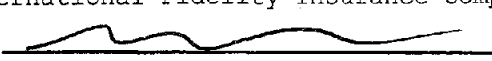
Agreement:

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 **\$ 711,528.00 (Seven hundred eleven thousand five hundred twenty eight 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 April 15th, 2011

Hardy & Harper, Inc.
By 

International Fidelity Insurance Company
By 

By Steve Kirschner

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

On April 18, 2011
Date

before me, Jo-Ann Lyons, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Steve Kirschner
Name(s) of Signer(s)

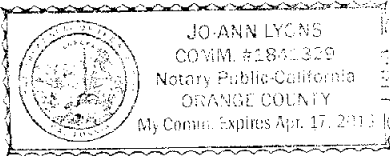
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~)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

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

WITNESS my hand and official seal.

Signature

Signature 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: Performance Bond

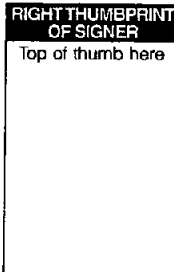
Document Date: April 15, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner

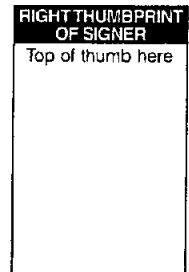
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Hardy & Harper, Inc

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 April 15th, 2011 before me, Allison Ritto, Notary Public
(insert name and title of the officer)

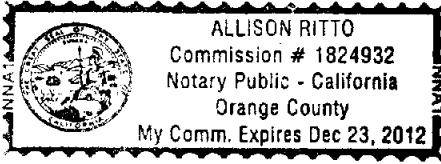
personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~^{is/are}
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and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

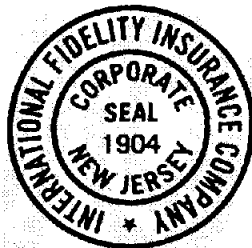
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

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.



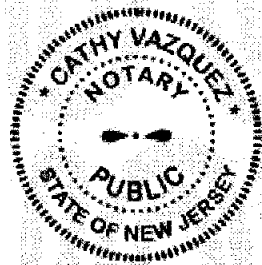
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

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 15th day of April, 2011.

Assistant Secretary

PAYMENT BOND

Bond No. 0554814
Premium included on
Performance 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 \$711,528.00 (Seven hundred eleven thousand five hundred twenty eight 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 El Sobrante Road Safety Project, Shoulder Widening and Striping from La Sierra Avenue to Cajalco Road, Project No. B8-0620, Federal Aid No.HRRRL-5956(182).

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: April 15th, 2011

Hardy & Harper, Inc.
Original Contractor - Principal

International Fidelity Insurance Company
Surety

By [Signature]
Steve Kirschner

By [Signature]
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 }

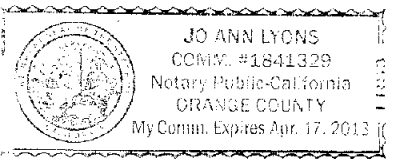
On April 18, 2011 before me, Jo-Ann Lyons, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steve Kirschner
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: Payment Bond
 Document Date: April 15, 2011 Number of Pages: 1
 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

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



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 April 15th, 2011 before me, Allison Ritto, Notary Public
(insert name and title of the officer)

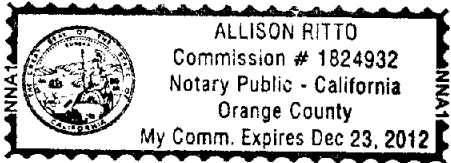
personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~^{she} executed the same in
his/~~her~~^{her} authorized capacity(ies), and that by his/~~her~~^{her}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

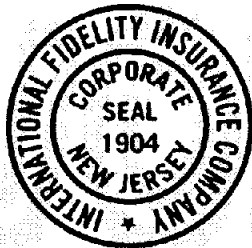
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The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (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.



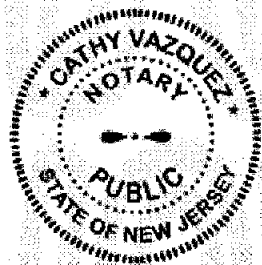
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

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 15th day of April, 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 #:	<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?



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2011

PRODUCER
Wood Gutmann & Bogart Insurance Brokers
15901 Red Hill Ave., Suite 100
Tustin, CA 92780

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

License No. 0679263
www.wgib.com

714 505.7000
714 573.1770

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Hardy & Harper, Inc.
TKM Enterprises, Inc.
1312 E. Warner Avenue
Santa Ana CA 92705

INSURER A: Scottsdale Insurance Company	41297
INSURER B: Great American Insurance Company	16691
INSURER C: Zurich American Insurance Company	16535
INSURER D: Chartis Specialty Insurance Co.	26883
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Cross Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	BCS0022441 Deductible -0-	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> deductible -0-	BAP3736454-04	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$Ded -0-	TUE5950069	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC3735453-04	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Pollution Liability	CPO1442869	7/1/2010	7/1/2011	\$1,000,000 per loss/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: EL Sobrante Road Safety Project, Shoulder Widening and Striping from La Sierra Avenue to Cajalco Road Project. No. B6-0620, Federal Aid No Hml-5956(182).

*** See attached addendum ***
This certificate supercedes all others issued.

CERTIFICATE HOLDER

Project: EL Sobrante Road Safety Project

County of Riverside
Transportation Department
3525 14th Street
Riverside CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~PROXIMELY~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX OR BY REGISTERED MAIL~~ ~~BY FAX OR BY REGISTERED MAIL~~ * 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Kevin S. Bogart

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE ADDENDUM

DATE ISSUED

4/25/2011

NAMED INSURED:

Hardy & Harper, Inc.
TKM Enterprises, Inc.
1312 E. Warner Avenue
Santa Ana CA 92705

CERTIFICATE HOLDER:

County of Riverside
Transportation Department
3525 14th Street
Riverside CA 92501

CERTIFICATE HOLDER VESTING:

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives.

GENERAL LIABILITY:

Certificate holder is named as additional insured per attached endorsements CG 20 33 07 04 and CG 20 37 07 04.

Primary and Non Contributory wording applies per attached endorsement GLS-294s 408. Waiver of Subrogation applies per attached endorsement #CG24041093.

AUTOMOBILE LIABILITY:

Certificate holder is named as additional insured per attached endorsement CA 20 48 02 99. Waiver of Subrogation applies per attached endorsement #UCA320ACW492.

WORKERS COMPENSATION:

Waiver of Subrogation applies per attached endorsement WC 04 03 06 04-84.
Alternate Employer endorsement applies per attached endorsement #WC269(2-89)

EXCESS LIABILITY:

Coverage is following form of General Liability, Auto Liability, Employer's Liability per attached endorsement #TAU99911/97. Certificate holder is named as Additional Insured per endorsement TAU99911/97 attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization that the insured is required by written contract to name as an additional insured. It is agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shall be primary insurance as respects any claim, loss or liability caused in whole or in part by the Named Insured(s) operations, and any other insurance maintained by the Additional Insured shall be excess and non-contributory with the insurance provided hereunder.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

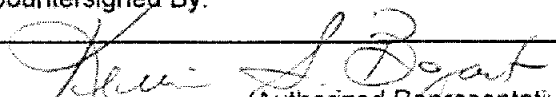
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 10/1/2010	Countersigned By:
Named Insured: Hardy & Harper, Inc. TKM Enterprises, Inc.	 <small>(Authorized Representative)</small>

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization which is required to be named as a result of a written contract with You and which We have on file via Certificate of Insurance.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY
 WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
 CALIFORNIA**

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

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

This endorsement, effective on 10/1/2010 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC3736453-04

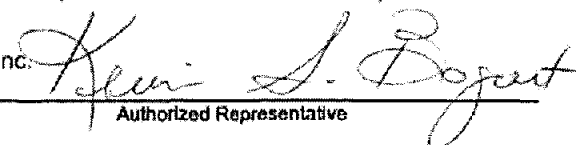
Endorsement No.

of the ZURICH AMERICAN INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

issued to Hardy & Harper, Inc.
 Premium (if any) \$ INCLUDED

TKM Enterprises, Inc.


 Authorized Representative

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.


Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE A WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

ALL CALIFORNIA OPERATIONS

 SCOTTSDALE INSURANCE COMPANY®	ENDORSEMENT NO. _____
	Attached to and forming a part of Policy No. BCS0022441 Named Insured HARDY & HARPER, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS
SPECIAL CONDITION**

For coverage provided in the following endorsements as indicated by an "x" in the box below:

- Additional Insured—Owners, Lessees Or Contractors—Scheduled Person Or Organization (CG 20 10).
- Additional Insured—Owners, Lessees Or Contractors—Automatic Status When Required In Construction Agreement With You (CG 20 33).
- Additional Insured—Owners, Lessees Or Contractors—Completed Operations (CG 20 37).

The insurance provided is amended to be (indicated by an "x" in one box below):

- Primary and noncontributory.
- Primary.
- Noncontributory.



 AUTHORIZED REPRESENTATIVE DATE 4/25/11

4/25/2011

POLICY NUMBER:BCS0022441

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED
TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS
MADE IN WRITING AND PRIOR TO THE LOSS

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Page 1 of 1

□

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	AGENCY NO.	ADD'L. PREM.	RETURN PREM.
BAP3736454-04	10/1/2010					

Named Insured Hardy & Harper, Inc.
TKM Enterprises, Inc.
Address (including ZIP Code)

This endorsement modifies insurance provided by the following:
Business Auto Coverage Part
Truckers Coverage Part
Garage Coverage Part

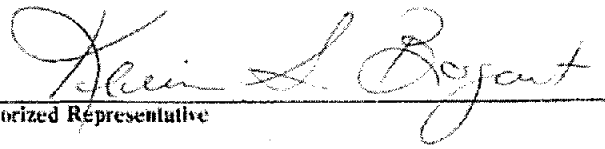
SCHEDULE

Name of Person or Organization:

Only those persons or organizations for whom you are required to
waive your rights of recovery under the terms of a written contract.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned


Authorized Representative

11-CA-320-A (CW) (4/92)

INSURED COPY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY
WC 00 03 01 A (Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

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

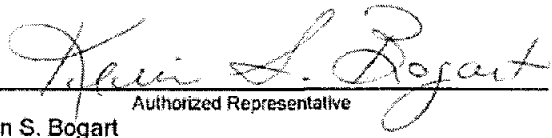
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 4/18/2011 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC3736453-04 of the Zurich American Insurance Company
(NAME OF INSURANCE COMPANY)

issued to Hardy & Harper, Inc.

Premium \$ N/A


Authorized Representative
Kevin S. Bogart

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule, Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in item 3 of the Schedule, the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers' Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers' compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers' compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- 1. Alternate Employer** County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, agents, and Representatives. **Address** 3525 14th Street
Riverside, CA 92501
- 2. State of Special or Temporary Employment**
California, County of Riverside
- 3. Contract or Project**
El Sobrante Road Safety Project - No. B8-0620; Federal Aid No Hrrl-5956(182)



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

0274442 GREAT AMERICAN INSURANCE CO

TAU 9501 (Ed. 11/97)

Policy No. TUE 5-95-00-69 - 08
Renewal Of TUE 5-95-00-69 - 07

EXCESS LIABILITY POLICY DECLARATIONS

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
HARDY & HARPER, INC.
1312 E. WARNER AVENUE
SANTA ANA, CA 92705

ITEM 2. POLICY PERIOD:
12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 07-01-2010 To 07-01-2011

IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE
THE INSURANCE AS STATED IN THIS
POLICY.

AGENT'S NAME AND ADDRESS:
BROWN & RIDING INSURANCE SERVICES
777 S. FIGUEROA STREET, SUITE 2550
LOS ANGELES, CA 90017

Insurance is Afforded by Company indicated below:
GREAT AMERICAN INSURANCE COMPANY
(A capital stock corporation)

ITEM 3. POLICY PREMIUM:
\$ 41,963.

POLICY MINIMUM PREMIUM:
\$ 10,491.

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

The Company's Liability under this policy will not exceed the
following limit: 100 percent of "loss" excess of Underlying
Insurance stated in Item 5. of the Declarations, but for no
greater than:
\$ 10,000,000. Each Occurrence
\$ 10,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy
Insurer, Policy No., Policy Period
PER ATTACHED GAI 6003-SCHEDULE A-
SCHEDULE OF UNDERLYING POLICIES

Applicable Limit
\$ GAI 6003 Each Occurrence
\$ GAI 6003 Aggregate Limit
(where applicable)

Other Underlying Insurance (Excess
of First Underlying Insurance Policy)
N/A

Applicable Limit
\$ N/A Each Occurrence
\$ N/A Aggregate Limit
(where applicable)

ITEM 6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part
of this policy at time of issue are listed on the attached Forms and
Endorsements Schedule, TAU 9997 (Ed. 11/97).

Countersigned _____
Date

By

Kevin S. Dugan
Authorized Representative

Authorized Representative



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AGENTS COPY

GA1 6003
(Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) ZURICH AMERICAN INSURANCE COMPANY POL: WC 3736453 10/1/10 TO 10/1/11	Employers Liability	Bodily Injury By Accident \$ 1,000,000. each accident Bodily Injury By Disease \$ 1,000,000. policy limit \$ 1,000,000. each employee
b) ZURICH AMERICAN INSURANCE COMPANY POL: BAP3736454 10/1/10 TO 10/1/11	Automobile/Garage <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> Owned Automobile Only <input type="checkbox"/> Specifically Designated Automobile <input type="checkbox"/> Hired Automobile <input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> Garage Liability <input checked="" type="checkbox"/> DEFENSE OUTSIDE THE LIMIT <input type="checkbox"/> Garagekeepers Liability	<input type="checkbox"/> Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident <input checked="" type="checkbox"/> Combined Single Limit \$ 1,000,000. each accident <input type="checkbox"/> Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate \$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
<p>c) ()</p> <p style="text-align: center;">OR</p> <p>(X) SCOTTSDALE INSURANCE COMPANY POL: BCS 0022441 7/1/10 TO 7/1/11</p> <p>(X) DEFENSE OUTSIDE THE LIMIT</p> <p>Retroactive Date</p>	<p>Comprehensive General Liability including</p> <p>() Products-Completed Operation Liability</p> <p>() Broad Form Endorsement</p> <p>()</p> <p>()</p> <p style="text-align: center;">OR</p> <p>Commercial General Liability</p> <p>(X) Occurrence Form</p> <p>() Claims-Made Form</p> <p>(X) GENERAL AGGREGATE APPLIES PER PROJECT</p>	<p>() Split Limit</p> <p>Bodily Injury Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>Property Damage Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>() Combined Single Limit</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p style="text-align: center;">OR</p> <p>\$2,000,000. General Aggregate Limit</p> <p>\$2,000,000. Products-Completed Operation Aggregate Limit</p> <p>\$1,000,000. Personal and Advertising Injury Limit</p> <p>\$1,000,000. Each Occurrence Limit</p>
<p>d) SCOTTSDALE INSURANCE COMPANY POL: BCS 0022441 7/1/10 TO 7/1/11</p>	<p>EMPLOYEE BENEFIT LIABILITY</p>	<p>\$1,000,000. EACH CLAIM</p> <p>\$1,000,000. AGGREGATE</p>



Administrative Offices
 580 Walnut Street
 Cincinnati, Ohio 45202
 Tel: 1-513-369-6000

0274442 GREAT AMERICAN INSURANCE CO

TAU 9999
 (Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE

SECTION 1 - COVERAGE IS DELETED AND REPLACED BY THE FOLLOWING:

1. COVERAGE

A) WE WILL PAY ON BEHALF OF THE INSURED "LOSS" IN EXCESS OF THE UNDERLYING LIMITS OF INSURANCE SHOWN IN ITEM 5. OF THE DECLARATIONS, BUT ONLY UP TO AN AMOUNT NOT EXCEEDING THE COMPANY'S LIMITS OF INSURANCE AS SHOWN IN ITEM 4. OF THE DECLARATIONS. EXCEPT FOR THE TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS OF THIS POLICY, THE COVERAGE PROVIDED BY THIS POLICY WILL FOLLOW THE FIRST UNDERLYING INSURANCE POLICY, AS SHOWN IN ITEM 5. OF THE DECLARATIONS.

THE INCLUSION OR ADDITION HEREUNDER OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE COMPANY'S LIMITS OF INSURANCE BEYOND THAT SET FORTH IN ITEM 4. OF THE DECLARATIONS.

WE WILL BE FURNISHED A COMPLETE COPY OF THE FIRST UNDERLYING INSURANCE POLICY DESCRIBED IN ITEM 5. OF THE DECLARATIONS.

B) THIS INSURANCE APPLIES TO "LOSS" ONLY IF:

(1) PRIOR TO THE POLICY PERIOD, NO INSURED KNEW THAT THE "LOSS" HAD OCCURRED, IN WHOLE OR IN PART. IF ANY INSURED KNEW, PRIOR TO THE POLICY PERIOD, THAT THE "LOSS" OCCURRED, THEN ANY CONTINUATION, CHANGE OR RESUMPTION OF SUCH "LOSS" DURING OR AFTER THE POLICY PERIOD WILL BE DEEMED TO HAVE BEEN KNOWN PRIOR TO THE POLICY PERIOD.

C) "LOSS" WHICH OCCURS DURING THE POLICY PERIOD AND WAS NOT, PRIOR TO THE POLICY PERIOD, KNOWN TO HAVE OCCURRED BY ANY INSURED, INCLUDES ANY CONTINUATION, CHANGE OR RESUMPTION OF THAT "LOSS" AFTER THE POLICY PERIOD.

D) "LOSS" WILL BE DEEMED TO HAVE BEEN KNOWN TO HAVE OCCURRED AT THE EARLIEST TIME WHEN ANY INSURED:

- (1) REPORTS ALL, OR ANY PART, OF THE "LOSS" TO US OR ANY OTHER INSURER;
- (2) RECEIVES A WRITTEN OR VERBAL DEMAND OR CLAIM FOR DAMAGES BECAUSE OF THE "LOSS"; OR
- (3) BECOMES AWARE BY ANY OTHER MEANS THAT THE "LOSS" HAS OCCURRED OR HAS BEGUN TO OCCUR.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED LIMITATION ENDORSEMENT

THE FOLLOWING IS ADDED TO SECTION V. - DEFINITIONS:

"INSURED" MEANS EACH OF THE FOLLOWING, TO THE EXTENT SET FORTH:

1. THE NAMED INSURED MEANING:

- A. ANY PERSON OR ORGANIZATION LISTED IN ITEM 1. OF THE DECLARATIONS, AND ANY COMPANY OF WHICH YOU OWN MORE THAN 50% AS OF THE EFFECTIVE DATE OF THIS POLICY.
- B. ANY ORGANIZATION YOU NEWLY ACQUIRE OR FORM, OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, AND OVER WHICH YOU MAINTAIN OWNERSHIP OR MAJORITY INTEREST, WILL QUALIFY TO BE A NAMED INSURED. HOWEVER,

- (1) COVERAGE UNDER THIS ENDORSEMENT IS AFFORDED ONLY UNTIL THE 90TH DAY AFTER YOU ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER;
- (2) COVERAGE DOES NOT APPLY TO "LOSS" THAT OCCURRED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION; AND
- (3) COVERAGE APPLIES ONLY IF THE ORGANIZATION IS INCLUDED UNDER THE COVERAGE PROVIDED BY THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN FOR NO BROADER COVERAGE THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

2. IF YOU ARE AN INDIVIDUAL, YOU AND YOUR SPOUSE, BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH YOU ARE THE SOLE OWNER AS OF THE EFFECTIVE DATE OF THIS POLICY.

3. IF YOU ARE A PARTNERSHIP OR JOINT VENTURE, THE PARTNERS OR MEMBERS AND THEIR SPOUSES BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

4. IF YOU ARE A LIMITED LIABILITY COMPANY, THE MEMBERS OR MANAGERS BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

5. ANY PERSON OR ORGANIZATION, OTHER THAN THE NAMED INSURED, INCLUDED AS AN ADDITIONAL "INSURED" BY VIRTUE OF AN INSURED CONTRACT, AND TO WHICH COVERAGE IS PROVIDED BY THE UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY THE UNDERLYING INSURANCE TO SUCH ADDITIONAL INSURED.



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0274442 GREAT AMERICAN INSURANCE CO

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

NAMED INSURED LIMITATION ENDORSEMENT (CONTINUED)
=====

6. ANY OF YOUR PARTNERS, EXECUTIVE OFFICERS, DIRECTORS, OR EMPLOYEES BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES.

HOWEVER, THE COVERAGE GRANTED BY THIS PROVISION 6. DOES NOT APPLY TO THE OWNERSHIP, MAINTENANCE, USE, LOADING OR UNLOADING OF ANY AUTOS, AIRCRAFT, OR WATERCRAFT UNLESS SUCH COVERAGE IS INCLUDED UNDER THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

7. ANY PERSON, OTHER THAN ONE OF YOUR EMPLOYEES, OR ORGANIZATION WHILE ACTING AS YOUR REAL ESTATE MANAGER.

8. ANY PERSON (OTHER THAN YOUR PARTNERS, EXECUTIVE OFFICERS, DIRECTORS, STOCKHOLDERS OR EMPLOYEES) OR ORGANIZATIONS WITH RESPECT TO ANY AUTO OWNED BY YOU, LOANED TO YOU OR HIRED BY YOU OR ON YOUR BEHALF AND USED WITH YOUR PERMISSION.

HOWEVER, THE COVERAGE GRANTED BY THIS PROVISION 8. DOES NOT APPLY TO ANY PERSON USING AN AUTO WHILE WORKING IN A BUSINESS THAT SELLS, SERVICES, REPAIRS OR PARKS AUTOS UNLESS YOU ARE IN THAT BUSINESS.

9. NO PERSON OR ORGANIZATION IS AN INSURED WITH RESPECT TO THE CONDUCT OF ANY CURRENT OR PAST PARTNERSHIP OR JOINT VENTURE THAT IS NOT SHOWN AS A NAMED INSURED IN THE DECLARATIONS.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.