

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

953



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 23, 2012

SUBJECT: Skyview Road Reconstruction Project in the City of Jurupa Valley.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Hardy and Harper, Inc. of Santa Ana, CA in the amount of \$234,000.
2. Award the contract to Hardy and Harper Inc. and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated March 20, 2012 (agenda item 3.20), the Board authorized the Clerk of the Board to advertise for the construction of Skyview Road Reconstruction Project in the City of Jurupa Valley. Additionally, the specifications and plans

Juan C. Perez
Director of Transportation

JCP:jrj:sb:
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 234,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012
SOURCE OF FUNDS: Proposition 1B (State bond funds-Local Roads) (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
There are no General Funds used in this project.				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL L. VICTOR
DATE: 5/21/12

Departmental Concurrence

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 3/20/12, Item 3.20 | District: 2nd / 2nd | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.61

The Honorable Board of Supervisors

RE: Skyview Road Reconstruction Project in the City of Jurupa Valley.

May 23, 2012

Page 2 of 2

were approved by the Board within this agenda item.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 11, 2012. Seven bids were received, ranging from \$234,000 to \$339,832. The basis for the selection of a contractor is the lowest responsive and responsible bid for all schedules of work. The lowest responsible bid was submitted by Hardy and Harper, Inc. of Santa Ana, in the amount of \$234,000 which was \$36,000 (13%) below the Engineer's Estimate.

The bid documents include the following schedules of work:

Base Bid: Primary items of work on Skyview Road.

Alternate 1: Utility repair and adjustment work for Rubidoux Community Services District (RCSD).

Alternate 1 is recommended to be awarded with the base bid contract. If utility repair and adjustment is required, the work can be done either by the RCSD or the Contractor. If the work is done by the Contractor, RCSD will be invoiced for completed work per Alternate 1.

The County identified the need for pavement rehabilitation on Skyview Road, funds were budgeted and construction drawings were substantially prepared prior to incorporation of the City of Jurupa Valley. The City of Jurupa Valley desires that Riverside County Complete the reconstruction project for the benefit of the public.

The contractor is qualified.

The Contractor has executed the contract and has provided bonds and insurance documents, which meet the requirements of the contract.

Project Number: C2-0134

Attachment "A"

Riverside County Transportation Department

Project: **SKYVIEW ROAD - CITY OF JURUPA VALLEY : RECONSTRUCTION PROJECT**

Project No.(s): **C10534**

Expenses as of: 5/7/2012

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	11,022		12,000		12,000
Environmental	789		1,000		1,000
Design	105,721	1,500	108,000	61,000	108,000
Right-of-way				4,000	
Utilities					
Construction		234,000			
Construction Contingency			258,000	81,000	258,000
Construction Contingency	10.0%		23,400		
Construction Engineering & Inspection	13.0%	5,988	30,420		37,000
Construction Survey	6.0%		14,040		15,000
Totals:	123,520	303,360	431,000	146,000	431,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)	146,000	431,000
Totals		146,000	431,000

Comments

Construction costs based on Hardy & Harper Inc. bid dated April 11, 2012.
Includes repair of shallow sewer and water laterals if damaged by contractor.

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: \$ 234,000.00 to \$ 339,832.30
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$ 234,000.00 to \$ 339,832.30

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

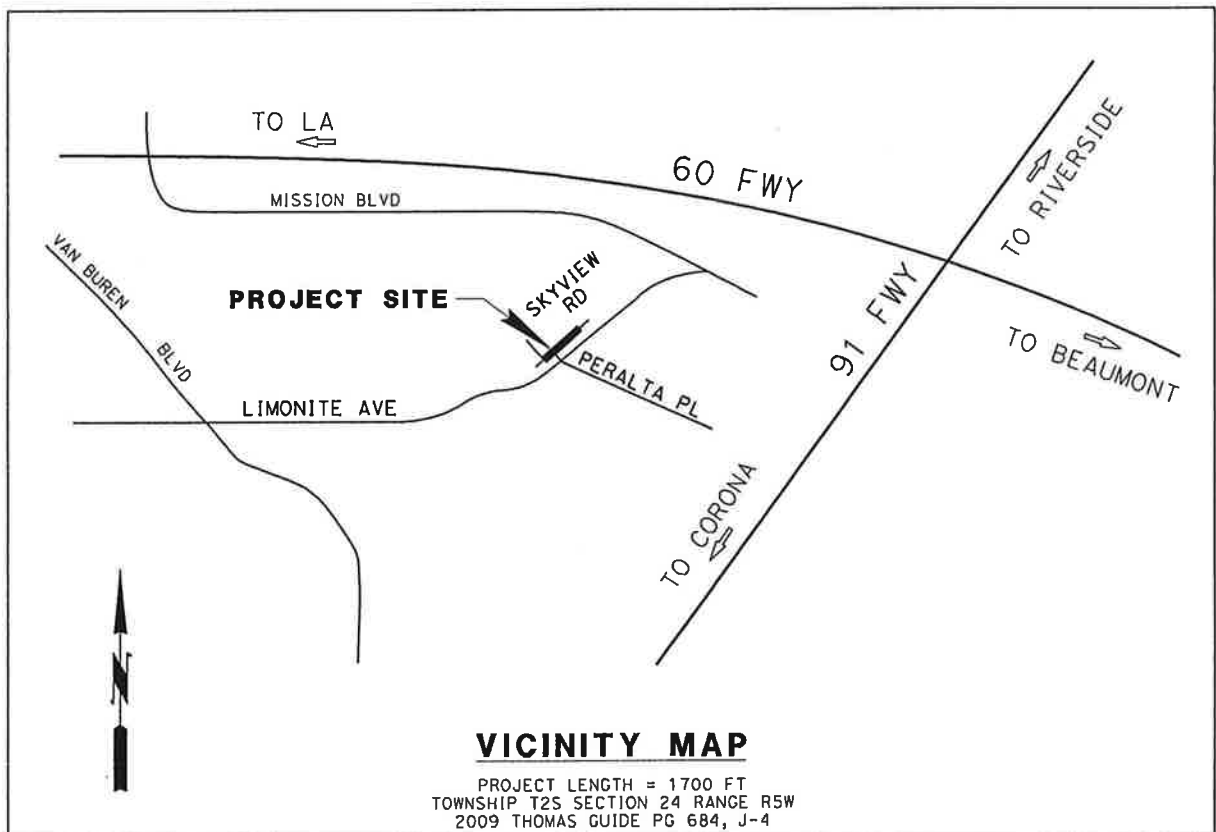
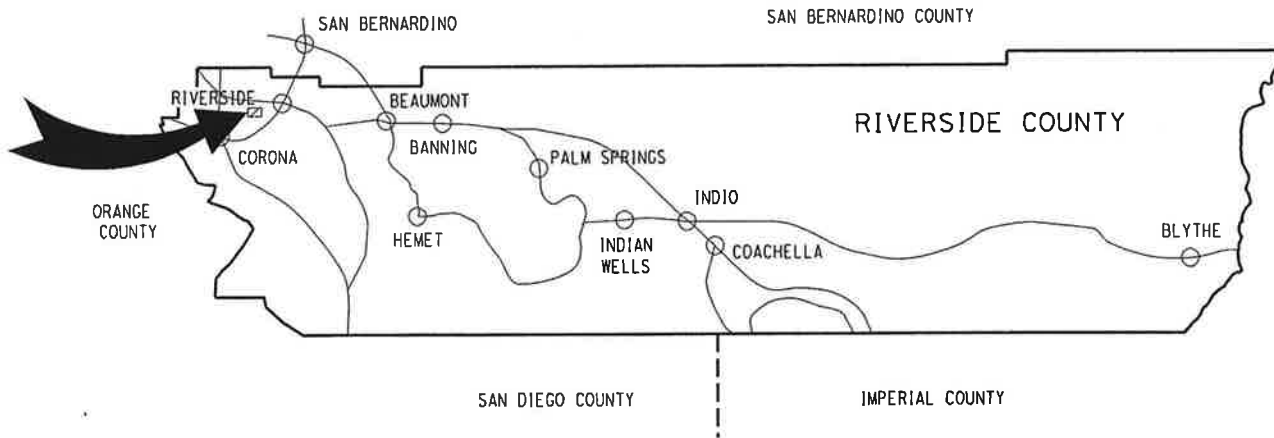
1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

SKYVIEW RD RESURFACING PROJECT
FROM PERALTA PL TO SHARON WAY



**Riverside County Transportation Department
Summary of Bids**

**PROJECT: SKYVIEW ROAD RECONSTRUCTION PROJECT
IN THE CITY OF JURUPA VALLEY**

Advertised: March 20, 2012 (Agenda Item: 3.20)
Addenda: None
Bids Open: 2 pm Date: Wednesday, April 11, 2012

PROJECT NO. C1-0534

BASE BID		COUNTY'S ESTIMATE				Hardy & Harper Inc. Santa Ana, CA 92705			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00	1,000.00	1,000.00	
2	074020	WATER POLLUTION CONTROL	LS	1	4,300.00	4,300.00	2,000.00	2,000.00	
3	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	1,000.00	1,000.00	
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	30,000.00	30,000.00	
5	160101	CLEARING AND GRUBBING	LS	1	22,000.00	22,000.00	22,000.00	22,000.00	
6	220101	FINISHING ROADWAY	LS	1	5,000.00	5,000.00	2,260.50	2,260.50	
7	152370	RELOCATE MAIL BOX	EA	6	250.00	1,500.00	200.00	1,200.00	
8	153117	COLD PLANE ASPHALT CONCRETE PAVEMENT & BASE	SQYD	4,000	3.00	12,000.00	1.41	5,640.00	
9	190101	ROADWAY EXCAVATION	CY	800	40.00	32,000.00	16.00	12,800.00	
10	260201	CLASS 2 AGGREGATE BASE	CY	380	40.00	15,200.00	35.35	13,433.00	
11	390130	HOT MIX ASPHALT	TON	1,170	75.00	87,750.00	69.25	81,022.50	
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	250	50.00	12,500.00	30.00	7,500.00	
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	1,220	8.00	9,760.00	4.25	5,185.00	
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	500.00	500.00	750.00	750.00	
15	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	550	15.00	8,250.00	28.00	15,400.00	
16	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	550	20.00	11,000.00	26.00	14,300.00	
17	731516	OBJECT MARKER (TYPE L-1)	SQYD	60	400.00	24,000.00	63.00	3,780.00	
18	820151	THERMOPLASTIC PAVEMENT MARKING	EA	3	50.00	150.00	130.00	390.00	
19	840515	PAINT TRAFFIC STRIPE (2-COAT)	SQFT	350	6.00	2,100.00	9.00	3,150.00	
20	840656	PAVEMENT MARKER (REFLECTIVE)	LF	3,000	0.30	900.00	0.33	990.00	
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9	10.00	90.00	11.00	99.00	
		SUBTOTAL (Base Bid)				260,000.00		223,900.00	
		ITEMS 1-21							
ALTERNATE BID SCHEDULE 1		CONTRACT ITEM				COUNTY'S ESTIMATE		Hardy & Harper Inc. Santa Ana, CA 92705	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
22	000003	REPAIR SHALLOW SEWER LATERAL (IF DAMAGED BY	EA	6	250.00	1,500.00	500.00	3,000.00	
23	000003	REPAIR SHALLOW WATER LATERAL (IF DAMAGED BY	EA	8	500.00	4,000.00	500.00	4,000.00	
24	152400	ADJUST SEWER CLEANOUT TO GRADE	EA	1	500.00	500.00	300.00	300.00	
25	152403	ADJUST WATER METER BOX TO GRADE	EA	6	250.00	1,500.00	300.00	1,800.00	
26	152427	ADJUST FIRE HYDRANT	EA	1	2,000.00	2,000.00	500.00	500.00	
27	152440	ADJUST MANHOLE TO GRADE	EA	1	500.00	500.00	500.00	500.00	
		SUBTOTAL (Alternate Bid)				10,000.00		10,100.00	
		ITEM 22-27							
PROJECT TOTAL		ITEMS 1-27				270,000.00		234,000.00	

Riverside County Transportation Department
Summary of Bids

PROJECT: SKYVIEW ROAD RECONSTRUCTION PROJECT
IN THE CITY OF JURUPA VALLEY

Advertised: March 20, 2012 (Agenda Item: 3.20)
 Addenda: None
 Bids Open: 2 pm Date: Wednesday, April 11, 2012

PROJECT NO. C1-0534

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2 Elite Companies, Inc. Huntington Beach, CA 92647		3 Panorama General Engineering Rancho Cucamonga, CA 91730	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00	1,500.00	1,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,200.00	1,200.00	4,500.00	4,500.00
3	170101	DEVELOP WATER SUPPLY	LS	1	500.00	500.00	500.00	500.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,000.00	3,000.00	7,000.00	7,000.00
5	160101	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00	7,500.00	7,500.00
6	220101	FINISHING ROADWAY	LS	1	10,000.00	10,000.00	3,500.00	3,500.00
7	152370	RELOCATE MAILBOX	EA	6	250.00	1,500.00	250.00	1,500.00
8	153117	COLD PLANE ASPHALT CONCRETE PAVEMENT & BASE	SQYD	4,000	3.12	12,480.00	4.60	18,400.00
9	190101	ROADWAY EXCAVATION	CY	800	16.87	13,496.00	30.00	24,000.00
10	260201	CLASS 2 AGGREGATE BASE	CY	380	42.30	16,074.00	25.75	9,785.00
11	390130	HOT MIX ASPHALT	TON	1,170	73.50	85,995.00	79.75	93,307.50
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	250	17.02	4,255.00	48.25	12,062.50
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	1,220	4.98	6,075.60	5.50	6,710.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	2,500.00	2,500.00	300.00	300.00
15	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	550	22.18	12,199.00	26.25	14,437.50
16	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	550	22.18	12,199.00	23.00	12,650.00
17	731516	MINOR CONCRETE (DRIVEWAY)	SQYD	60	38.00	2,280.00	93.50	5,610.00
18	820151	OBJECT MARKER (TYPE L-1)	EA	3	220.00	660.00	150.00	450.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	350	4.40	1,540.00	10.25	3,587.50
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,000	0.94	2,820.00	0.35	1,050.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9	11.00	99.00	12.00	108.00
SUBTOTAL (Base Bid)						211,872.60		228,458.00
ITEMS 1-21								
ALTERNATE BID SCHEDULE 1								
						2 Elite Companies, Inc. Huntington Beach, CA 92647		3 Panorama General Engineering Rancho Cucamonga, CA 91730
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
22	000003	REPAIR SHALLOW SEWER LATERAL (IF DAMAGED BY	EA	6	1,500.00	9,000.00	600.00	3,600.00
23	000003	REPAIR SHALLOW WATER LATERAL (IF DAMAGED BY	EA	8	1,500.00	12,000.00	550.00	4,400.00
24	152400	ADJUST SEWER CLEANOUT TO GRADE	EA	1	500.00	500.00	300.00	300.00
25	152403	ADJUST WATER METER BOX TO GRADE	EA	6	250.00	1,500.00	90.00	540.00
26	152427	ADJUST FIRE HYDRANT	EA	1	3,000.00	3,000.00	4,200.00	4,200.00
27	152440	ADJUST MANHOLE TO GRADE	EA	1	450.00	450.00	1,500.00	1,500.00
SUBTOTAL (Alternate Bid)						26,450.00		14,540.00
ITEM 22-27								
PROJECT TOTAL						238,322.60		242,998.00
ITEMS 1-27								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: SKYVIEW ROAD RECONSTRUCTION PROJECT
IN THE CITY OF JURUPA VALLEY**

Advertised: March 20, 2012 (Agenda Item: 3.20)

Addenda: None

Bids Open: 2 pm Date: Wednesday, April 11, 2012

PROJECT NO. C1-0534

BASE BID		CONTRACT ITEM		UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	All American Asphalt Corona, CA 92878		Coolley Construction Inc. Hesperia, CA 92340	
ITEM NO.	ITEM CODE							BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT		LS	1	3,000.00	3,000.00	3,000.00	3,000.00		
2	074020	WATER POLLUTION CONTROL		LS	1	4,000.00	4,000.00	6,800.00	6,800.00		
3	170101	DEVELOP WATER SUPPLY		LS	1	4,000.00	4,000.00	1,610.00	1,610.00		
4	120100	TRAFFIC CONTROL SYSTEM		LS	1	24,000.00	24,000.00	9,000.00	9,000.00		
5	160101	CLEARING AND GRUBBING		LS	1	22,000.00	22,000.00	21,000.00	21,000.00		
6	220101	FINISHING ROADWAY		LS	1	9,147.50	9,147.50	8,300.00	8,300.00		
7	152370	RELOCATE MAILBOX		EA	6	40.00	240.00	153.00	918.00		
8	153117	COLD PLANE ASPHALT CONCRETE PAVEMENT & BASE		SQYD	4,000	0.70	2,800.00	2.18	8,720.00		
9	190101	ROADWAY EXCAVATION		CY	800	30.00	24,000.00	31.22	24,976.00		
10	260201	CLASS 2 AGGREGATE BASE		CY	380	28.00	10,640.00	29.00	11,020.00		
11	390130	HOT MIX ASPHALT		TON	1,170	65.00	76,050.00	77.00	90,090.00		
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)		SQYD	250	45.00	11,250.00	31.00	7,750.00		
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)		LF	1,220	5.15	6,283.00	4.06	4,953.26		
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (TYPE E)		EA	1	825.00	825.00	1,110.00	1,110.00		
15	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)		LF	550	17.00	9,350.00	17.40	9,570.00		
16	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)		LF	550	16.00	8,800.00	18.70	10,285.00		
17	731516	OBJECT MARKER (DRIVEWAY)		SQYD	60	56.00	3,360.00	75.00	4,500.00		
18	820151	OBJECT MARKER (TYPE L-1)		EA	3	51.00	153.00	55.00	165.00		
19	840515	THERMOPLASTIC PAVEMENT MARKING		SQFT	350	5.05	1,767.50	5.40	1,890.00		
20	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	3,000	0.51	1,530.00	0.54	1,620.00		
21	850102	PAVEMENT MARKER (REFLECTIVE)		EA	9	16.00	144.00	16.00	144.00		
SUBTOTAL (Base Bid)							223,340.00				227,421.20
ITEMS 1-21											
ALTERNATE BID SCHEDULE 1											
CONTRACT ITEM				UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	All American Asphalt Corona, CA 92878		Coolley Construction Hesperia, CA 92340	
22	000003	REPAIR SHALLOW SEWER LATERAL (IF DAMAGED BY	EA	6	1,775.00	10,650.00		1,300.00	7,800.00		
23	000003	REPAIR SHALLOW WATER LATERAL (IF DAMAGED BY	EA	8	975.00	7,800.00		1,300.00	10,400.00		
24	152400	ADJUST SEWER CLEANOUT TO GRADE	EA	1	410.00	410.00		270.00	270.00		
25	152403	ADJUST WATER METER BOX TO GRADE	EA	6	50.00	300.00		270.00	1,620.00		
26	152427	ADJUST FIRE HYDRANT	EA	1	850.00	850.00		2,400.00	2,400.00		
27	152440	ADJUST MANHOLE TO GRADE	EA	1	650.00	650.00		970.00	970.00		
SUBTOTAL (Alternate Bid)							20,660.00				23,460.00
ITEM 22-27											
PROJECT TOTAL							244,000.00				250,881.20
ITEMS 1-27											

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: SKYVIEW ROAD RECONSTRUCTION PROJECT
IN THE CITY OF JURUPA VALLEY**

Advertised: March 20, 2012 (Agenda Item: 3.20)
Addenda: None
Bids Open: 2 pm Date: Wednesday, April 11, 2012

PROJECT NO. C1-0534

BASE BID		CONTRACT ITEM		UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT		LS	1	1,500.00	1,500.00	3,000.00	3,000.00
2	074020	WATER POLLUTION CONTROL		LS	1	3,000.00	3,000.00	4,200.00	4,200.00
3	170101	DEVELOP WATER SUPPLY		LS	1	2,000.00	2,000.00	1,800.00	1,800.00
4	120100	TRAFFIC CONTROL SYSTEM		LS	1	9,200.00	9,200.00	10,000.00	10,000.00
5	160101	CLEARING AND GRUBBING		LS	1	22,000.00	22,000.00	14,000.00	14,000.00
6	220101	FINISHING ROADWAY		LS	1	9,500.00	9,500.00	7,400.00	7,400.00
7	152370	RELOCATE MAILBOX		EA	6	200.00	1,200.00	900.00	5,400.00
8	153117	COLD PLANE ASPHALT CONCRETE PAVEMENT & BASE		SQYD	4,000	1.80	7,200.00	3.20	12,800.00
9	190101	ROADWAY EXCAVATION		CY	800	35.00	28,000.00	27.00	21,600.00
10	260201	CLASS 2 AGGREGATE BASE		CY	380	56.00	21,280.00	82.00	31,160.00
11	390130	HOT MIX ASPHALT		TON	1,170	80.00	93,600.00	84.00	98,280.00
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)		SQYD	250	21.00	5,250.00	71.00	17,750.00
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)		LF	1,220	8.00	9,760.00	9.10	11,102.00
14	013302	ASPHALT CONCRETE OVERSIDE DRAIN (GRS 306)		EA	1	1,700.00	1,700.00	5,200.00	5,200.00
15	017305	MINOR CONCRETE (CURB AND GUTTER) (GRS 201)		LF	550	19.70	10,835.00	49.75	27,362.50
16	017307	MINOR CONCRETE (TYPE "C" CURB) (GRS 202)		LF	550	19.70	10,835.00	50.00	27,500.00
17	731516	OBJECT MARKER (DRIVEWAY)		SQYD	60	108.00	6,480.00	73.00	4,380.00
18	820151	OBJECT MARKER (TYPE L-1)		EA	3	350.00	1,050.00	224.00	672.00
19	840515	THERMOPLASTIC PAVEMENT MARKING		SCFT	350	8.80	3,080.00	4.50	1,575.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	3,000	0.71	2,130.00	0.95	2,850.00
21	850102	PAVEMENT MARKER (REFLECTIVE)		EA	9	5.50	49.50	11.20	100.80
SUBTOTAL (Base Bid)							249,649.50		308,132.30
ITEMS 1-21									
ALTERNATE BID SCHEDULE 1									
CONTRACT ITEM									
22	000003	REPAIR SHALLOW SEWER LATERAL (IF DAMAGED BY		EA	6	1,100.00	6,600.00	1,500.00	9,000.00
23	000003	REPAIR SHALLOW WATER LATERAL (IF DAMAGED BY		EA	8	900.00	7,200.00	1,500.00	12,000.00
24	152400	ADJUST SEWER CLEANOUT TO GRADE		EA	1	350.00	350.00	1,350.00	1,350.00
25	152403	ADJUST WATER METER BOX TO GRADE		EA	6	115.00	690.00	750.00	4,500.00
26	152427	ADJUST FIRE HYDRANT		EA	1	2,000.00	2,000.00	3,500.00	3,500.00
27	152440	ADJUST MANHOLE TO GRADE		EA	1	875.00	875.00	1,350.00	1,350.00
SUBTOTAL (Alternate Bid)							17,715.00		31,700.00
ITEM 22-27									
PROJECT TOTAL							267,364.50		339,832.30
ITEMS 1-27									

	6 Roadway Engineering Mira Loma, CA 91752	7 Hillcrest Contracting Corona, CA 92878
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CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 4/9/12

hereafter called "County":

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

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of SKYVIEW ROAD RECONSTRUCTION PROJECT, CITY OF JURUPA VALLEY, RIVERSIDE COUNTY, PROJECT No. C1-0534 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1001 for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

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

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

**SKYVIEW ROAD
RECONSTRUCTION PROJECT
CITY OF JURUPA VALLEY
RIVERSIDE COUNTY**

PROJECT NO. C1-0534

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID						
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	1,000.00	1,000.00
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00
5	160101	CLEARING AND GRUBBING	LS	1	22,000.00	22,000.00
6	220101	FINISHING ROADWAY	LS	1	2,260.50	2,260.50
7	152370	RELOCATE MAILBOX	EA	6	200.00	1,200.00
8	153117	COLD PLANE ASPHALT CONCRETE PAVEMENT & BASE (.30' MAX)	SQYD	4,000	1.41	5,640.00
9	190101	ROADWAY EXCAVATION	CY	800	16.00	12,800.00
10	260201	CLASS 2 AGGREGATE BASE	CY	380	35.35	13,433.00
11	390130	HOT MIX ASPHALT	TON	1,170	69.25	81,022.50
12	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	250	30.00	7,500.00
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	1,220	4.25	5,185.00
14	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	1	750.00	750.00
15	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	550	28.00	15,400.00
16	017307	MINOR CONCRETE (TYPE "C" CURB) (CRS 202)	LF	550	26.00	14,300.00
17	731516	MINOR CONCRETE (DRIVEWAY)	SQYD	60	63.00	3,780.00
18	820151	OBJECT MARKER (TYPE L-1)	EA	3	130.00	390.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	350	9.00	3,150.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	3,000	0.33	990.00
21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9	11.00	99.00

PROJECT
SUB-TOTAL:
ITEMS 1-21

Two hundred twenty three thousand, Nine hundred dollars and no cents.

\$ 223,900.00

"WORDS"

ALTERNATE BID No. 1 - (Rubidoux Community Services District)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
22	000003	REPAIR SHALLOW SEWER LATERAL (IF DAMAGED BY CONSTRUCTION)	EA	6	500.00	3,000.00
23	000003	REPAIR SHALLOW WATER LATERAL (IF DAMAGED BY CONSTRUCTION)	EA	8	500.00	4,000.00
24	152400	ADJUST SEWER CLEANOUT TO GRADE	EA	1	300.00	300.00
25	152403	ADJUST WATER METER BOX TO GRADE	EA	6	300.00	1,800.00
26	152427	ADJUST FIRE HYDRANT	EA	1	500.00	500.00
27	152440	ADJUST MANHOLE TO GRADE	EA	1	500.00	500.00

PROJECT
SUB-TOTAL:
ITEM 22-27

Ten thousand one hundred \$ 10,100.00
dollars and no ^{"WORDS"} cents

PROJECT TOTAL:
ITEMS 1-27

Two hundred thirty four thousand \$ 234,000.00
dollars and no ^{"WORDS"} cents.

BIDDER DATA:

Name of Bidder Hardy & Harper, Inc.

Type of Organization Corporation

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

Address 1312 E. Warner Ave.

Santa Ana, CA 92705 Phone 714-444-1851

Contractor's License 215952 A, C8, C12

Type & Number

Expiration Date 12/31/13

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

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
18-21	Superior Payment markings	5312 Cypress St Cypress	776306

Percent of work to be performed by sub-contractors: 1.9%
(Note: 50% of the work required to be performed by general contractor)

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



Steve Kirschner

TITLE Vice President

"Contractor"

Non-Collusion Declaration

To be executed by bidder and submitted with bid. (Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President (Title) of Hardy & Harper, Inc. (Company),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

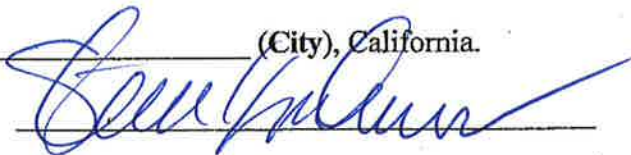
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

April (Month) 9th (Day) of 2012 (Year),

at Santa Ana (City), California.

Signature of Declarant:



Printed name of Declarant: Steve Kirschner

Name of Bidder (Company): Hardy & Harper, Inc.

Title or Office: Vice President

Note: Notarization of signature required.

Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }

On April 11, 2012 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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

NonCollusion Affidavit

Title or Type of Document: _____

Document Date: April 9, 2012 Number of Pages: 1

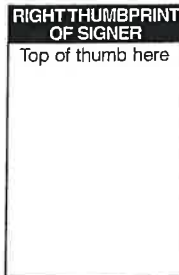
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Steve Kirschner

Signer's Name: _____

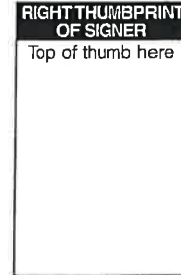
- Individual Vice President
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

Bid Bond

Recitals:

1. Hardy & Harper, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for SKYVIEW ROAD RECONSTRUCTION PROJECT, CITY OF JURUPA VALLEY, RIVERSIDE COUNTY, PROJECT NO. C1-0534 in accordance with a Notice Inviting Bids from the County.
2. International Fidelity Insurance Company a New Jersey corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: April 4, 2012

Signatures:

International Fidelity Insurance Company

Hardy & Harper, Inc.

By: [Signature]
 Title: Dwight Reilly
Attorney in Fact
"Surety"

By: [Signature]
 Title: Steve Kirschner, Vice President
"Contractor"

STATE OF See attached Acknowledgement
 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 Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On April 11, 2012 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

Bid Bond

Title or Type of Document: _____

Document Date: April 4, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Steve Kirschner

Signer's Name: _____

- Individual Vice President
- Corporate Officer — Title(s): _____
- 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

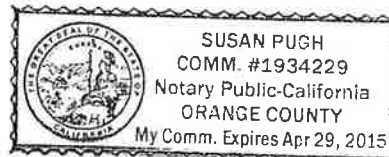
State of California
County of Orange

On April 4, 2012 before me, Susan Pugh, 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/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 Susan Pugh (Seal)
Susan Pugh

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, 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 4th day of April, 2012

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, 2999 OAK ROAD SUITE 820 WALNUT CREEK, CA 94597
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?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM

AGREEMENT

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

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Skyview Road Reconstruction Project, City of Jurupa Valley, Riverside County, Project No. C1-0534**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda (**none**). (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

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

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

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

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

**SKYVIEW ROAD
RECONSTRUCTION PROJECT
CITY OF JURUPA VALLEY
RIVERSIDE COUNTY
PROJECT No. C1-0534**

AGREEMENT

BASE BID

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21	850102	PAVEMENT MARKER (REFLECTIVE)	EA	9	11.00	99.00

SUBTOTAL, BASE BID, ITEMS 1-21:

Two hundred twenty three thousand, nine hundred dollars and zero cents

\$223,900.00

"WORDS"

**AGREEMENT
(CONTINUED)**

ALTERNATE BID SCHEDULE 1: (RCSD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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27	152440	ADJUST MANHOLE TO GRADE	EA	1	500.00	500.00

SUBTOTAL, ALTERNATE BID, ITEMS 22-27:

Ten thousand one hundred dollars and zero cents.
" Words"

\$ 10,100.00

PROJECT TOTAL, ITEMS 1-27:

Two hundred thirty four thousand dollars and zero cents.
" Words"

\$ 234,000.00

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 

Dated _____

TITLE: Steve Kirschner, V.P.
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:



BY _____
Deputy

TITLE: Kristen Paulino, Corp Secretary

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

License No. 215952

Federal Employer Identification Number:

95-2251022

BY _____
"County"
(Seal)

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY:  5/21/12
MARSHAL L. VICTOR DATE

**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

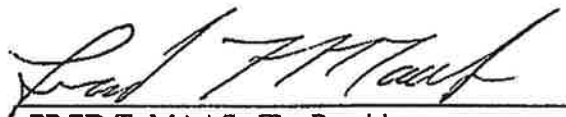
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts, 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 **Skyview Road Reconstruction Project, City of Jurupa Valley, Riverside County, Project No. C1-0534.**
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 \$ **234,000.00 (Two hundred thirty four thousand 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).

This bond was executed in two(2)
identical counterparts.

Bond No. 0572681
Premium: \$1,905.00

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 **Skyview Road Reconstruction Project, City of Jurupa Valley, Riverside County, Project No. C1-0534.**
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 \$ **234,000.00 (Two hundred thirty four thousand 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 May 3, 2012
Hardy & Harper, Inc.

By [Signature]

By Steve Kirschner

Title Vice President
"Contractor"

(Corporate Seal)

International Fidelity Insurance Company

By [Signature]

Type Name Dwight Reilly
Its Attorney in Fact
"Surety"

(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 May 3, 2012 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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Performance Bond

Title or Type of Document: _____

Document Date: May 3, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Steve Kirschner

Signer's Name: _____

- Individual Vice President
- Corporate Officer — Title(s): _____
- 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 May 3, 2012 before me, Susan Pugh, 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/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 *Susan Pugh* (Seal)
Susan Pugh



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, 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 3rd day of May, 2012

Assistant Secretary

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and _____, 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 \$ 234,000.00 (Two hundred thirty four thousand 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 Skyview Road Reconstruction Project, City of Jurupa Valley, Riverside County, Project No. C1-0534.

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).

This bond was executed in two(2)
identical counterparts.

Bond No. 0572681
Premium included in
Performance Bond

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

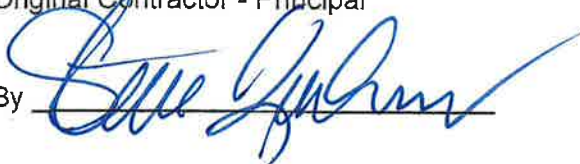
The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and International Fidelity Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 234,000.00 (Two hundred thirty four thousand 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 Skyview Road Reconstruction Project, City of Jurupa Valley, Riverside County, Project No. C1-0534.

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: May 3, 2012

Hardy & Harper, Inc.
Original Contractor - Principal

International Fidelity Insurance Company
Surety

By 

By 
Dwight Reilly Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal) See attached Acknowledgement (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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }

County of Orange

On May 3, 2012
Date

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

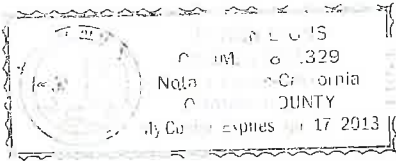
personally appeared Steve Kirschner
Name(s) of Signer(s)

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 [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

Payment Bond

Title or Type of Document: _____

May 3, 2012

1

Document Date: _____

Dwight Reilly

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Steve Kirschner

Signer's Name: _____

Individual Vice President

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: Hardy & Harper, Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

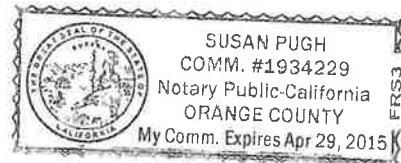
State of California
County of Orange)

On May 3, 2012 before me, Susan Pugh, 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/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 *Susan Pugh* (Seal)
Susan Pugh

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, 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.



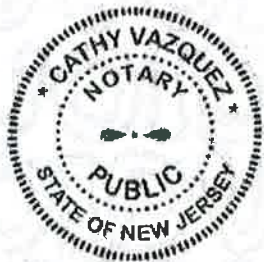
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

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 3rd day of May, 2012

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, 2999 OAK ROAD SUITE 820 WALNUT CREEK, CA 94597
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?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2012

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

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

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780		CONTACT NAME: PHONE (A/C No. Ext): 714-505-7000 E-MAIL ADDRESS: FAX (A/C No.): 714-573-1770															
INSURED Hardy & Harper, Inc. 1312 E. Warner Ave. Santa Ana CA 92705		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER C: Great American Insurance Co.</td> <td>16691</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company	41297	INSURER B: Zurich American Insurance Co.	16535	INSURER C: Great American Insurance Co.	16691	INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Scottsdale Insurance Company	41297																
INSURER B: Zurich American Insurance Co.	16535																
INSURER C: Great American Insurance Co.	16691																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 90126688** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BCS0025252	7/1/2011	7/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAP373645407	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TUE595006909	7/1/2011	7/1/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC373645307	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job No.18332 - Skyview Rd Reconstruction Project, City of Jurupa Valley, Riverside county Project No. C1-0534.

CERTIFICATE HOLDER VESTING:
County of Riverside, its Directors, Officers, Special District, Board of Supervisors, employees, agents and representatives and the City of Jurupa valley, its officers, directors, employees and agents.

See Attached...

CERTIFICATE HOLDER County of Riverside Attn: Joel R. Jimenez 3525 14th St Riverside CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>J. Bogart</i>
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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 WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY	ALL LOCATIONS
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:	Countersigned By: <i>E. Boyd</i>
Named Insured: Hardy & Harper, Inc.	<i>(Authorized Representative)</i>

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.



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

TAU 9501 (Ed. 11 97)

Policy No. TUE 5-95-00-69 - 09
Renewal Of TUE 5-95-00-69 - 08

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 07-01-2011 To 07-01-2012
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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: \$ PREMIUM BASIS: (X) Flat () Auditable	POLICY MINIMUM PREMIUM: \$
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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)
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Other Underlying Insurance (Excess of First Underlying Insurance Policy) N/A	Applicable Limit \$ N/A Each Occurrence \$ N/A Aggregate Limit (where applicable)
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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 _____ Authorized Representative

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 0025252 7/1/11 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 0025252 7/1/11 TO 7/1/12</p>	<p>EMPLOYEE BENEFIT LIABILITY</p>	<p>\$1,000,000. EACH CLAIM</p> <p>\$1,000,000. AGGREGATE</p>

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 _____ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC373645307

Endorsement No.

of the ZURICH AMERICAN INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$ INCLUDED



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

Company Profile

ZURICH AMERICAN INSURANCE COMPANY

1400 AMERICAN LANE
SCHAUMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833-3505

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	<u>0212</u>
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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 **Skyview Road Reconstruction Project, City of Jurupa Valley, Riverside County, Project No. C1-0534.**
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 \$ **234,000.00 (Two hundred thirty four thousand 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 \$ 234,000.00 (Two hundred thirty four thousand 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 Skyview Road Reconstruction Project, City of Jurupa Valley, Riverside County, Project No. C1-0534.

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).