

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

735A



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:jrj: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
BY:
MARSHAL VICTOR
DATE: 5/11/11

Departmental Concurrence

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 24, 2011
xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

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.

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.
Words

\$ 699,298.00

**AGREEMENT
(CONTINUED)**

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

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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 Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

BY Steve Kirschner
Steve Kirschner

Dated MAY 24 2011

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: Kristen S. Paulino
Kristen S. Paulino

BY Kimberly Barton
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 L. 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

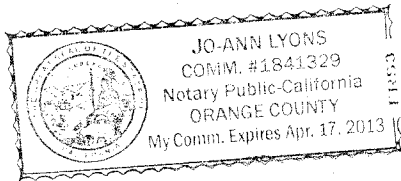
personally appeared Steve Kirschner
Name(s) of Signer(s)
Kristen S. Paulino

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

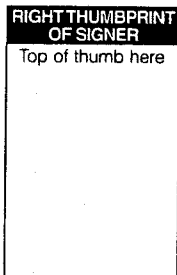
Signer(s) Other Than Named Above: _____

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: _____

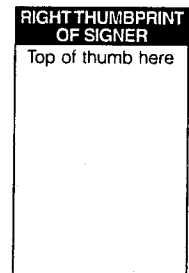
Signer Is Representing: _____
Hardy & Harper, Inc.



Signer's Name: Kristne S. Paulino

- Individual
- Corporate Officer — Title(s): 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

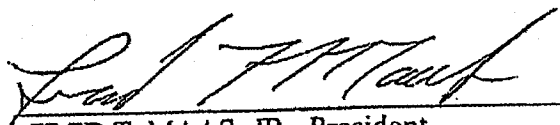
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts,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

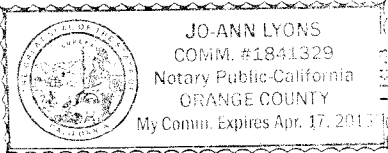
State of California

County of Orange

On April 18, 2011 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: Performance Bond

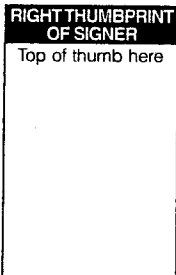
Document Date: April 15, 2011 Number of Pages: 1

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: _____

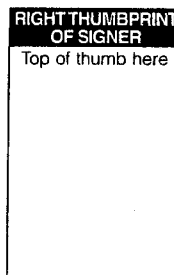


Signer Is Representing: _____

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

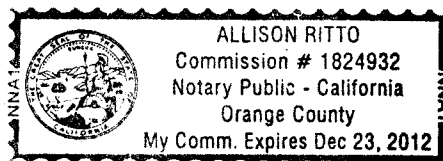
State of California
County of Orange)

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

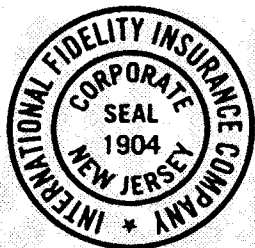
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

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.



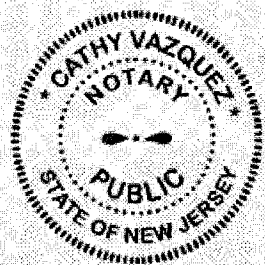
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

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 
Steve Kirschner

By 
Dwight Reilly Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

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

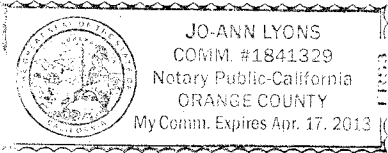
personally appeared Steve Kirschner
Name(s) of Signer(s)

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

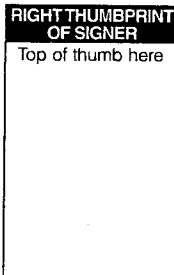
Document Date: April 15, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner

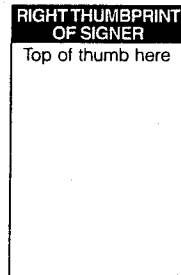
- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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)

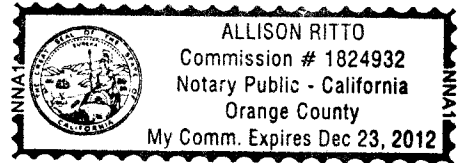
On April 15th, 2011 before me, Allison Ritto, Notary Public
(insert name and title of the officer)

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



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

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

Orange, CA.

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

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

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

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

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

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



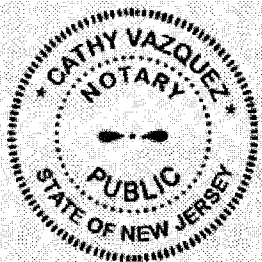
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

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



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

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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 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?

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 TAU999911/97 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
<p>Any person or organization that the insured is required by written contract to name as an additional insured.</p> <p>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.</p>	
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

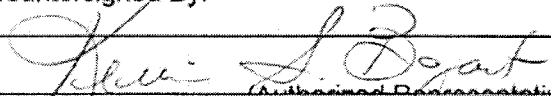
This endorsement modifies insurance provided under the following:

- 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

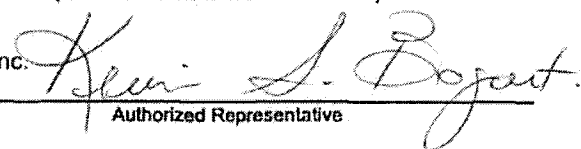
Endorsement No.

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

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.

CG 24 04 10 93

Copyright, Insurance Services Office, Inc., 1992

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

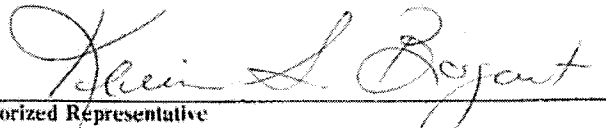
SCHEDULE

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

U-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.

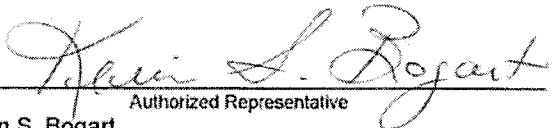
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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 Hrr1-5956(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

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

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

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

<p>ITEM 3. POLICY PREMIUM: \$ 41,963. PREMIUM BASIS: (X) Flat () Auditable</p>	<p>POLICY MINIMUM PREMIUM: \$ 10,491.</p>
---	--

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:

<p>First Underlying Insurance Policy Insurer, Policy No., Policy Period PER ATTACHED GAI 6003-SCHEDULE A- SCHEDULE OF UNDERLYING POLICIES</p>	<p>Applicable Limit \$ GAI 6003 Each Occurrence \$ GAI 6003 Aggregate Limit (where applicable)</p>
<p>Other Underlying Insurance (Excess of First Underlying Insurance Policy) N/A</p>	<p>Applicable Limit \$ N/A Each Occurrence \$ N/A Aggregate Limit (where applicable)</p>

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. Dejat Authorized Representative



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

0274442 GREAT AMERICAN INSURANCE CO

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"/> 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
	<input type="checkbox"/> Garagekeepers Liability	\$ 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.



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

0274442 GREAT AMERICAN INSURANCE CO

TAU 9999
(Ed. 11/97)

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.



Administrative Offices
500 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-389-5000

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.

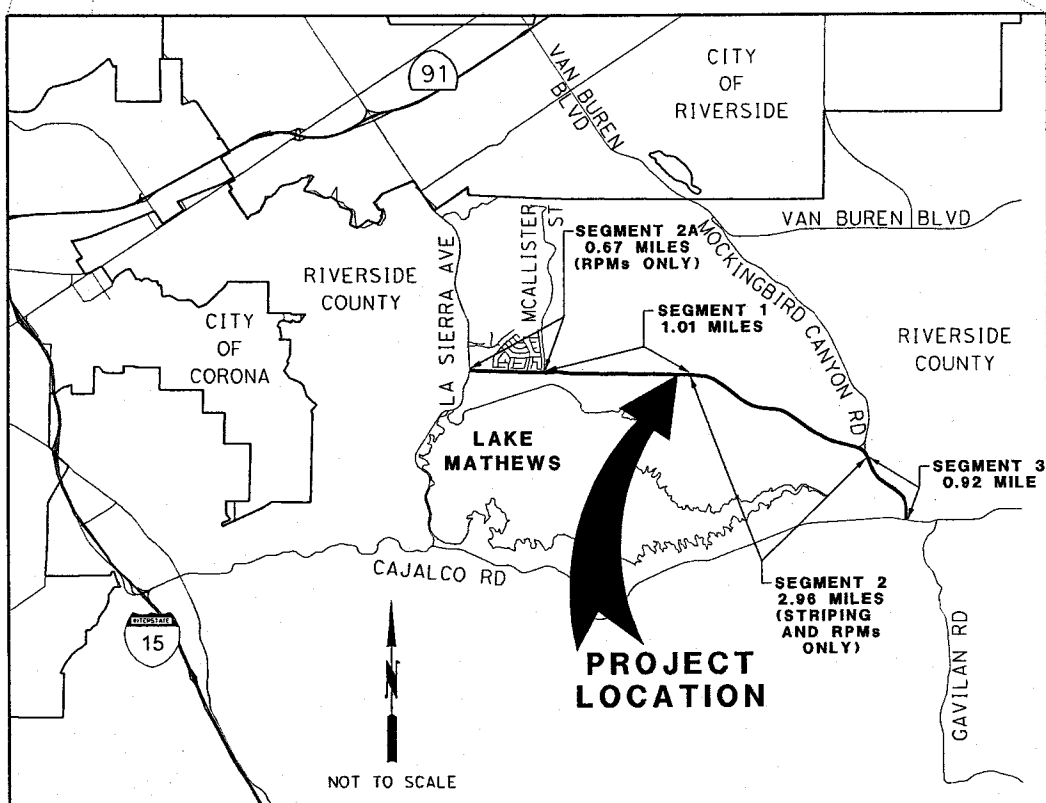
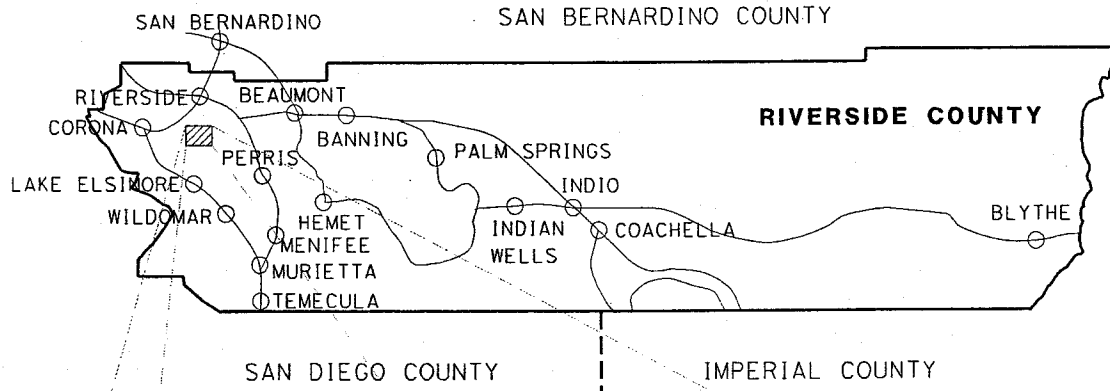
HOWEVER, THE COVERAGE GRANTED BY THIS PROVISION 8. DOES NOT APPLY TO ANY PERSON USING AN AUTO WHILE WORKING IN A BUSINESS THAT SELLS, SERVICES, REPAIRS OR PARKS AUTOS UNLESS YOU ARE IN THAT BUSINESS.

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.

C O U N T Y O F R I V E R S I D E
D E P A R T M E N T O F T R A N S P O R T A T I O N

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

**Riverside County Transportation Department
Summary of Bids**

PROJECT:
E1 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										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	

COUNTY'S ESTIMATE										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	

PROJECT TOTAL		ITEMS 1-24	
			750,700.00
			711,528.00

**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)

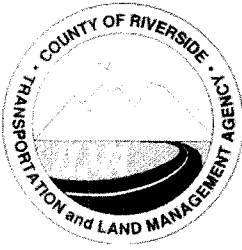
Bids Open: 2 pm Date: Wednesday, April 6, 2011

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

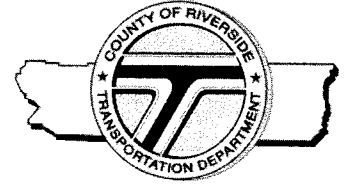
BASE BID: (Segments 1 & 3)		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	*LIKE BID ITEMS	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	NA	LS	1	5,000.00	5,000.00	24,000.00	24,000.00
2	074020	WATER POLLUTION CONTROL	NA	LS	1	4,000.00	4,000.00	6,000.00	6,000.00
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	CY	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)		R.J. Noble Company Orange, CA 92856		Hillcrest Contracting Corona, CA 92878					
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		732,799.50		844,868.50	
ITEMS 1-24					



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.

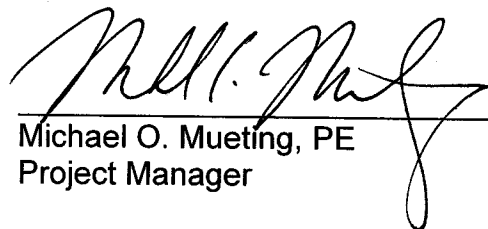
See Attachment "C"

"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. Mueting, 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	DEMOBILIZATION	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

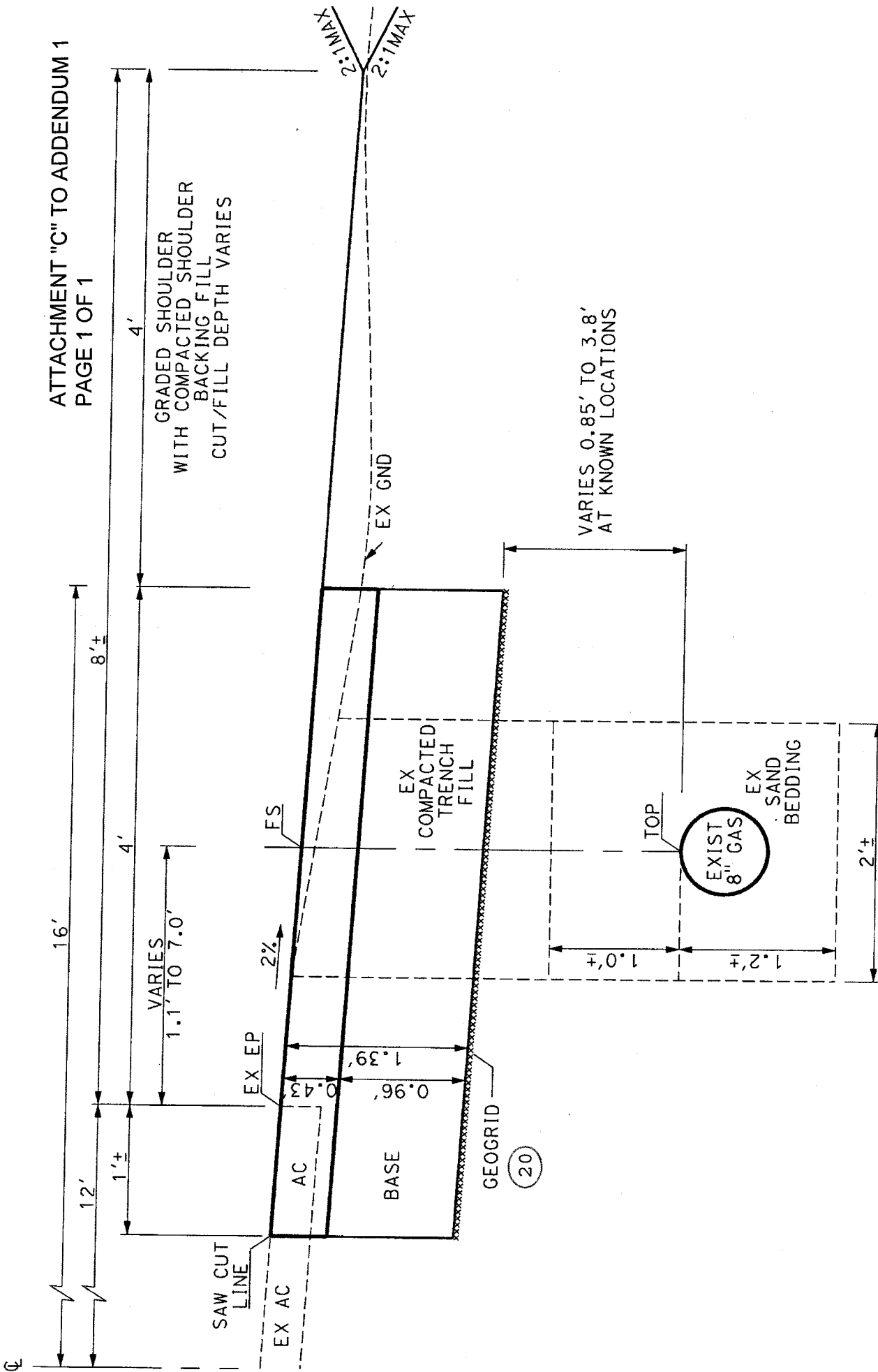
EX EP	GAS MAIN OFFSET FROM EP	PROP FS OVER GAS MAIN	PROP FS TO TOP
1314.60	1.16	1314.58	5.01
1320.56	1.62	1320.53	4.08
1318.54	4.26	1318.45	3.87
1325.32	4.02	1325.24	5.09
	1.25		
	1.25		
	1.25		
1336.89	5.29	1336.78	5.21
	1.25		
	2.00		
	7.00		
1350.16	5.61	1350.05	3.38
1362.62	5.60	1362.51	3.63
	1.25		
	2.70		
	1.25		
1378.93	4.01	1378.85	3.40
	4.00		
	1.25		
	2.70		
1397.28	3.71	1397.21	3.02
	1.25		
	4.00		
	4.00		
1720.55	3.60	1720.48	2.78
	2.00		
	2.00		
	5.00		
1420.84	4.89	1420.74	2.80
1465.33	2.20	1465.29	2.24
	5.53		
	5.34		
	5.79		
	1.55		
1497.29	9.62	1497.10	3.90
1474.03	3.60	1473.96	2.75

PROP SECTION DEPTH	BOTTOM OF EXCAVATION	EXCAVATION TO TOP feet	EXCAVATION TO TOP inches	TOP GAS MAIN PER GAS CO
1.39	1313.19	3.62	43.4	
1.39	1319.14	2.69	32.3	1316.22
1.39	1317.06	2.48	29.8	1314.62
1.39	1323.85	3.70	44.4	1320.08
1.39				
1.39				
1.39				
1.39	1335.39	3.82	45.9	1331.54
1.39				
1.39				
1.39	1348.66	1.99	23.9	
1.39	1361.12	2.24	26.9	1358.86
1.39				
1.39	1377.46	2.01	24.1	1375.51
1.39				
1.39				
1.39	1395.82	1.63	19.5	
1.39				
1.39				
1.39	1719.09	1.39	16.7	
1.39				
1.39				
1.39	1419.35	1.41	16.9	1417.85
1.39	1463.90	0.85	10.2	1463.41
1.39				
1.39				
1.39				
1.39	1495.71	2.51	30.1	1493.15
1.39	1472.57	1.36	16.3	

TOP OF PIPE ELEVATION
EDGE OF EXISTING PAVEMENT
FINISHED SURFACE

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

INFORMATION ONLY



**EL SOBRIANTE ROAD - S'LY SIDE
TYPICAL SECTION AT 8" GAS MAIN**
1" = 1' HORZ & VERT

BID TO THE COUNTY OF RIVERSIDE

**EL SOBRANTE ROAD
SAFETY PROJECT
SHOULDER WIDENING & STRIPING
FROM LA SIERRA AVENUE TO CAJALCO ROAD
PROJECT NO. B8-0620
FEDERAL AID NO. HRRRL-5956(182)**

NAME OF BIDDER: Hardy & Harper, Inc.

The work for which this bid is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The work to be done is shown upon plans entitled, El Sobrante Road, Safety Project, Shoulder Widening and Striping from La Sierra Avenue to Cajalco Road.

ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s: 1

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

TO THE COUNTY OF RIVERSIDE:

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation and in submitting this Bid, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by the Federal requirements set forth under Section 6 of these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this Bid is accepted that he will contract with the County of Riverside in the form of the copy of the contract annexed hereto, and will deliver the Faithful Performance Bond, Payment Bond, and Insurance Certificate with endorsements, which comply with the requirements set forth in the contract documents, within 10 working days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County of Riverside, and agrees to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time herein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

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

ATTACHMENT "A" TO ADDENDUM 1
PAGE 1 OF 1

**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	13,000-	13,000-
2	074020	WATER POLLUTION CONTROL	NA	LS	1	3,000-	3,000-
3	120100	TRAFFIC CONTROL SYSTEM	NA	LS	1	44,000-	44,000-
4	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	NA	SQFT	3,000	1.70	5,100-
5	160101	CLEARING AND GRUBBING	NA	LS	1	41,729-	41,729-
6	170101	DEVELOP WATER SUPPLY	NA	LS	1	3,000-	3,000-
7	190101	ROADWAY EXCAVATION	NA	CY	4,200	33-	138,600-
8	190185	SHOULDER BACKING	NA	LF	16,700	1-	16,700-
9	220101	FINISHING ROADWAY	NA	LS	1	3,000-	3,000-
10	260201	CLASS 2 AGGREGATE BASE	NA	CY	2,800	44-	123,200-
11	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	NA	EA	7	1,000-	7,000-
12	390130	HOT MIX ASPHALT	NA	TON	2,200	75.57	166,254-
13	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	NA	LF	6,800	2.75	18,700-
14	394050	RUMBLE STRIP	NA	LF	4,250	1.50	6,375-
15	586011	ROADSIDE SIGN - ONE POST	NA	EA	35	210-	7,350
16	820132	OBJECT MARKER (TYPE L)	NA	EA	6	45-	270-
17	840515	THERMOPLASTIC PAVEMENT MARKING	Like 1	SQFT	1,800	3-	5,400-
18	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	87,000	0.16	1,392-
19	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	1,200	3-	3,600-
20	019801	DEMobilIZATION	NA	LS	1	35,000.00	35,000.00
21	016192	GEOSYNTHETIC REINFORCEMENT (GEOGRID OR EQUAL)	NA	SQYD	4,900	9-	44,100-

SCHEDULE A SUB TOTAL: Six hundred eighty six thousand = 686,770-
 ITEMS 1-21 Seven hundred seventy "WORDS" dollars

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	3.50	3,150-
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 2	LF	52,000	0.14	7,280-
24	850102	PAVEMENT MARKER (REFLECTIVE)	Like 3	EA	600	3-	1,800-

SCHEDULE B SUBTOTAL: twelve thousand two hundred thirty = 12,230-
 ITEMS 22-24 dollars "WORDS"

PROJECT TOTAL: Six hundred ninety nine thousand = 699,000-
 ITEMS 1-24 dollars "WORDS"

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

Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least 10 percent of the total bid.

The names of all persons interested in the foregoing Bid as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

TRUE NAME OF BIDDER:

Hardy & Harper, Inc.

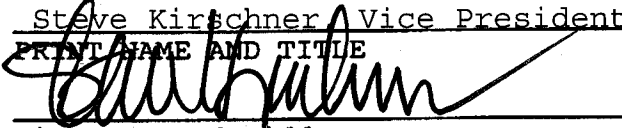
See Attachment A

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and Title 49 code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 4/4/11

Steve Kirschner Vice President

PRINT NAME AND TITLE


Signature of Bidder

Vice President

TITLE

If the bidder is a corporation, attach the Corporate Resolution which authorizes the signatory to represent the Corporation)

NAME OF BIDDER Hardy & Harper, Inc.

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS 1312 E. Warner Ave.

(Please include even if P.O. Box used)

CITY, STATE, ZIP Santa Ana, CA 92705

TELEPHONE NO: AREA CODE (714) 444-1851

FAX NO: AREA CODE (714) 444-2801

ELECTRONIC MAIL: ckirschner@hardyandharper.com

CONTRACTOR LICENSE NO. 215952

EXPIRATION DATE: 12/31/11

LICENSE CLASSIFICATIONS: A, C8, C12

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

DECLARATION

The bidder hereby declares under penalty of perjury that the bidder has _____, has not X been convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.

Note:

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

QUESTIONNAIRE

The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain circumstances on a separate page.

COMPLIANCE WITH ORDERS OF NATIONAL LABOR RELATIONS BOARD STATEMENT

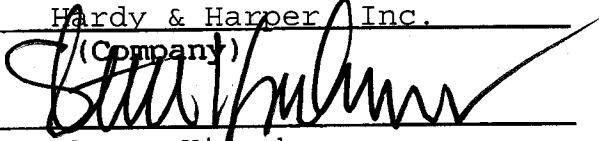
The Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the bidder shall execute the Non-Collusion Affidavit that is a part of this Bid, as appropriate for the bidder's business category.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder X , proposed subcontractor _____, hereby certifies that he has X , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirement.

Hardy & Harper Inc.
(Company)
By: 
Steve Kirschner
Vice President
(Title)

Date: 4/4/11

NOTE:

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFP 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

N/A

declares as follows:

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

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

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

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

N/A

declares as follows:

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

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

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

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

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

Steve Kirschner declares as follows:

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

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

Dated this 4th (day) of April (month),
2011 (year)
at Santa Ana, California

Signature of affiant: 

Steve Kirschner, Vice President

Note: Notarization of signature required

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

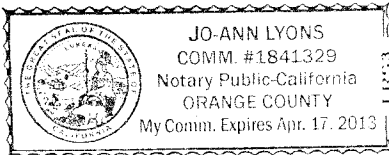
On April 5, 2011 before me, Jo-Ann Lyons, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steve Kirschner

Name(s) of Signer(s)



Place Notary Seal Above

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

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: NonCollusion Affidavit

Document Date: April 4, 2011 Number of Pages: 1

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Non Lobbying Certification For Federal Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

Type of Federal

2. Status of Federal

3. Report Type:

1. Action:

Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

- a. a.
- b. initial award
- c. post-award

- a. initial
- b. material change

For Material Change Only:
year ___ quarter ___
date of last report _

4. Name and Address of Reporting Entity

5. If Reporting Entity in No. 4 is Subawardee,

- Prime
- Subawardee Tier, if known

Enter Name and Address of Prime:

N/A

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

N/A

N/A

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)

None

(last name, first name, MI) None

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

13 Type of Payment (check all that apply)

\$ None actual planned

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature value _____

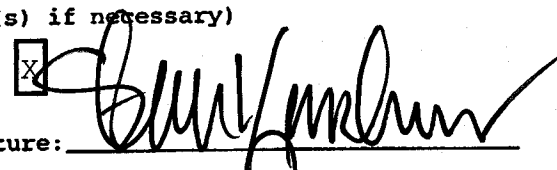
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes

No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 

Print Name: Steve Kirschner

Title: Vice President

Telephone No.: 7144441851 Date: 4/4/11

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public Reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**INSTRUCTIONS - LOCAL AGENCY BIDDER-
UDBE COMMITMENT (CONSTRUCTION CONTRACTS), EXHIBIT 15-G(1)**

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American.
2. Asian-Pacific American.
3. Native American.
4. Women.

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE Contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime Contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify all UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

UDBE INFORMATION—GOOD FAITH EFFORTS, EXHIBIT 15-H

The County of Riverside established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 1.2% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder - UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder - UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
<u>DBEGoodfaith.com</u>	<u>3/31/11</u>

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of UDBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
<u>See accompanying DBE Goodfaith documentation.</u>		

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms:

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
See accompanying DBE Goodfaith documentation.	No	100% UDBE Subcontractor	See Bid Schedule	>1.2%

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

If bidder was not selected, either they did not submit a quote, they were not a Union company, or their quote was not the lowest for the portion of work indicated.

Names, addresses and phone numbers of firms selected for the work above:

See List of Subcontractors on page B4

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

Plans and specs were made available to interested UDBE firms.

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

Plans and specs were made available to interested UDBE firms.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<u>See accompanying DBE Goodfaith documentation.</u>		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

See accompanying DBE Goodfaith documentation.

Local Agency Bidder- DBE Information (Construction Contracts), Exhibit 15-G(2)
 (Inclusive of all DBEs including the UDBEs listed at bid proposal)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY: County of Riverside _____ LOCATION: El Sobrante Road
 PROJECT DESCRIPTION: Safety Project, Shoulder Widening & Striping
 TOTAL CONTRACT AMOUNT: \$ 699,000
 BID DATE: 4/6/11
 BIDDER'S NAME: Hardy & Harper, Inc.

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
<u>13</u>	<u>Asphalt Drive</u>	<u>000219</u> <u>7/25/14</u>	<u>A.C. Pike Company</u>	<u>8,500</u>

For Local Agency to Complete:
 Local Agency Contract Number: _____
 Federal Aid Project Number: _____
 Federal Share: _____
 Contract Award Date: _____
 Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

 Print Name _____ Signature _____ Date _____
 Local Agency Representative
 (Area Code) Telephone Number: _____

Total Claimed Participation \$8,500
1.22%

 Signature of Bidder _____ Steve Kirschner Vice President
4/4/11 714-444-1851
 Date (Area Code) Tel. No.
Corey Kirschner
 Person to Contact
 (Please Type or Print)

For Caltrans Review:

 Print Name _____ Signature _____ Date _____
 Caltrans District Local Assistance Engineer

Local Agency Bidder DBE Information (Rev 3/09)

Distribution: (1) Copy-Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in deobligation of funds for this project. (2) Copy - Include in award package to Caltrans District Local Assistance. (3) Original - Local agency files.

BID BOND

Recitals:

- 1. Hardy & Harper, Inc. "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for El Sobrante Road Safety Project Shoulder Widening & Striping *in accordance with a Notice Inviting Bids of County dated April 6th, 2011.
*from La Sierra Avenue to Cajalco Road
- 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: March 31st, 2011

International Fidelity Insurance Company

Hardy & Harper, Inc.

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

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

ACKNOWLEDGMENT

State of California
County of Orange

On March 31st, 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/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.

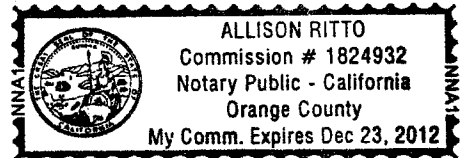
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Allison Ritto

(Seal)



Addendum no. 1
 El Sobrante Road Safety Project, Shoulder Widening and Striping
 La Sierra Avenue to Cajalco Road
 Project No. B8-0620
 Federal Aid No. HRRRL-5659(182)
 March 31, 2011
 Page 4 of 4

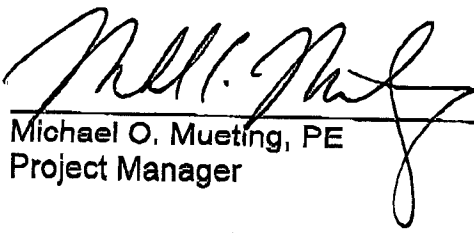
MODIFICATIONS / CLARIFICATIONS TO PLANS

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

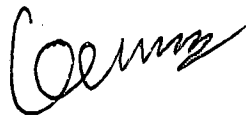
Item 8: Construction Note.
 Refer to plans and Attachment "C". Add construction note 20; Place geosynthetic reinforcement (Geogrid or equal) below Class 2 aggregate base, southerly side of El Sobrante Road only. Place as described in Special Provision "SUBGRADE TREATMENT AND GEOGRID" and as shown on "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:

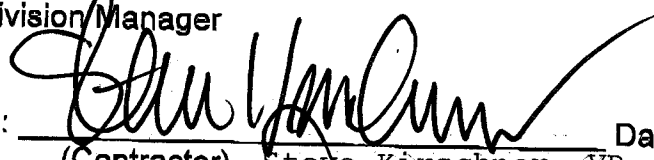

 Michael O. Mueting, PE
 Project Manager



Concurrence:



Khalid Nasim, PE
 Engineering Division Manager

Acknowledged: 
 (Contractor) Steve Kirschner, VP
 Hardy & Harper, Inc. Date: 4/4/11

JRJ:sb

**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

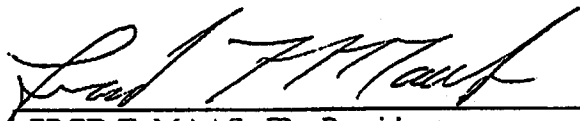
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts,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

Attachment A

Hardy & Harper, Inc.

Corporate Officers

Fred T. Maas, Jr., President, Treasurer, Managing Officer phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705
Dan T. Maas, CEO phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705
Steve Kirschner, Vice President phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705
Kristen S. Paulino, Corporate Secretary phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705

Company Details

Company Name	:	Hardy & Harper, Inc.
Department	:	Contracts
Address	:	1312 E. Warner Ave.
Suite #	:	
City	:	Santa Ana
State	:	California
Zip	:	92705
Phone #	:	714-444-1851
Fax #	:	714-444-2801
Email #	:	cKirschner@hardyandharper.com

Solicitation Transaction Log (STL)

Bid #	:	B8-0620
Bid Date	:	04/06/2011
Bid Description	:	Hardy & Harper, Inc. is seeking qualified UDBE subcontractors and suppliers for the El Sobrante Road Safety Project Shoulder Widening & Striping from La Sierra Avenue to Cajalco Road in Riverside. We are soliciting quotes for the following: TRAFFIC CONTROL, CLEARING & GRUBBING, EXCAVATION, RUMBLE STRIP, STRIPING & MARKING.

This document contains all information pertaining with solicitations made on behalf of/for Hardy & Harper, Inc. of Santa Ana, California by DBE Goodfaith Inc. (a California-based Corporation).

These solicitations have been done in good faith. DBE Goodfaith has participated with Hardy & Harper, Inc. in communicating with selected UDBE firms.

DBE Goodfaith has contacted the California Department of Transportation (Office of Civil Rights) on 03/31/2011 on your behalf. Please write this information on the appropriate forms if required.

Total Companies Solicited

The following information is a summary of the different types of Business that have been solicited by DBE Good Faith Inc. on behalf of Hardy & Harper, Inc.

DVBE (Disadvantaged Veteran Business Enterprises)	- 0
DBE (Disadvantaged Business Enterprises)	- 0
UDBE (Underutilized Disadvantaged Business Enterprise)	- 25
MBE (Minority Owned Business Enterprises)	- 0
WBE (Women Owned Business Enterprises)	- 0
SBE (Small Business Enterprises)	- 0
Total	- 25

**Minority Focus Journal Ad posted to website
www.dbegoodfaith.com on 03/31/2011 at 12:56PM**

Focus Ad

Hardy & Harper, Inc. is Seeking Qualified

UDBE

Bid Due Date : 04/06/2011 at 2:00 P.M Bid No : B8-0620

Contact Estimator : Corey Kirschner

Project Name : El Sobrante Road Safety Project Shoulder Widening & Striping from La Sierra Avenue to Cajalco Road
Agency Name : County of Riverside
Project City : Riverside
Project County : Riverside
Project State : California
Project Details :

Hardy & Harper, Inc. is seeking qualified UDBE subcontractors and suppliers for the El Sobrante Road Safety Project Shoulder Widening & Striping from La Sierra Avenue to Cajalco Road in Riverside. We are soliciting quotes for the following: TRAFFIC CONTROL, CLEARING & GRUBBING, EXCAVATION, RUMBLE STRIP, STRIPING & MARKING.

Contact Details : Corey Kirschner
1312 E. Warner Ave.
Santa Ana, California 92705
714-444-1851
714-444-2801

We are an equal opportunity employer. The plans and specs are available for your review at our office or we can fax you the proposal schedule. Bonds will not be required from qualified subcontractors.

**Minority Trade Journal Ad posted to website
trade.dbegoodfaith.com on 03/31/2011 at 12:56PM**

Trade Journal Ad

Hardy & Harper, Inc. is Seeking Qualified

UDBE

Bid Due Date : 04/06/2011 at 2:00 P.M Bid No : B8-0620

Contact Estimator : Corey Kirschner

Project Name : El Sobrante Road Safety Project Shoulder Widening & Striping from La Sierra Avenue to Cajalco Road
Agency Name : County of Riverside
Project City : Riverside
Project County : Riverside
Project State : California
Project Details :

Hardy & Harper, Inc. is seeking qualified UDBE subcontractors and suppliers for the El Sobrante Road Safety Project Shoulder Widening & Striping from La Sierra Avenue to Cajalco Road in Riverside. We are soliciting quotes for the following: TRAFFIC CONTROL, CLEARING & GRUBBING, EXCAVATION, RUMBLE STRIP, STRIPING & MARKING.

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Recipient List (Fax/Email)

Company Name/Specialty	Fax Date	Email Date	Log Page#
A CONE ZONE, INC, CORONA, CA, Construction Zone Traffic Control Contractor Address - 1128 QUARRY STREET Phone - 9517349535, Fax - 9517342887, Email - elaine@aconezone.com	03/31/2011	03/31/2011	
AERO CONTRACTING SERVICES, ALISO VIEJO, CA, Highway, Street, and Bridge Construction Address - 43 ELDERWOOD Phone - 9498311393, Fax - 8662308468, Email - aero.contracting@yahoo.com	03/31/2011	03/31/2011	
AMERICAN BOBCAT & BACKHOE SERVICE, INC, SAN MARCOS, CA, General Engineering Contractor Address - 1334 DESCANSO AVENUE Phone - 7607443125, Fax - 7607446136, Email - lcollins@ambobcat.com	03/31/2011	03/31/2011	
BHL INDUSTRIES, INC., LYNWOOD, CA, Earthwork and Paving Contractor Address - 11201 SANTA FE AVE. Phone - 3105376142, Fax - 3106359942, Email - bhind@pacbell.net	03/31/2011	03/31/2011	
BITECH CONSTRUCTION CO., INC., BUENA PARK, CA, Highway, Street, and Bridge Construction Address - 6980 ARAGON CIRCLE, UNIT #5 Phone - 7149042686, Fax - 7145520302, Email - bitech_ben@yahoo.com	03/31/2011	03/31/2011	
CANTARINI TRACTOR, FALLBROOK, CA, Earthwork and Paving Contractor Address - 427 YUCCA ROAD Phone - 7604279292, Fax - 7607289641, Email -	03/31/2011	No Mail	
CAPLINGER CONSTRUCTION INC, DEVORE HEIGHTS, CA, Earthwork and Paving Contractor Address - 15924 NORTH CAJON BLVD Phone - 9098806200, Fax - 9098806262, Email - sooners7@wildblue.net	03/31/2011	03/31/2011	
CECILIA'S SAFETY SERVICE, INC., SOLANA BEACH, CA, Construction Zone Traffic Control Contractor Address - 525 STEVENS AVENUE, SUITE 200 Phone - 8587934465, Fax - 8587934495, Email - cecilias@pacbell.net	03/31/2011	03/31/2011	
CO'S TRAFFIC CONTROL, INC, DEL MAR, CA, Construction Zone Traffic Control Contractor Address - 2201 SAN DIEGUITO DRIVE Phone - 8582590300, Fax - 8582590357, Email - co@costraffic.com	03/31/2011	03/31/2011	
D&R TRAFFIC CONTROL SERVICES, GARDEN GROVE, CA, Construction Zone Traffic Control Contractor Address - 12031 NIETA DRIVE Phone - 7144036814, Fax - 7145343679, Email - dandrtcs@gmail.com	03/31/2011	03/31/2011	
DCN CORPORATION, SAN MARCOS, CA, Earthwork and Paving Contractor Address - 2123 SEA ISLAND PLACE Phone - 6192534247, Fax - 7605987226, Email - dcnconstruction@yahoo.com	03/31/2011	03/31/2011	
E-NOR INNOVATIONS INC., LONG BEACH, CA, Construction Zone Traffic Control Contractor Address - 3513 MAINE AVENUE Phone - 3105136209, Fax - 3105136299, Email - ronnie@enortraffic.com	03/31/2011	03/31/2011	
EXENI PAVING & GRADING, INC., ROWLAND HEIGHTS, CA, Earthwork and Paving Contractor Address - 1905 CALLE BOGOTA Phone - 6269650703, Fax - 8056505208, Email -	03/31/2011	No Mail	
FINE GRADE EQUIPMENT, INC., PALMDALE, CA, Earthwork and Paving Contractor Address - 41729 CIELO VISTA DRIVE Phone - 6619498788, Fax - 6619451183, Email - finegradeeq@aol.com	03/31/2011	03/31/2011	
G & M BACKHOE SERVICE, INC, CHINO, CA, General Engineering Contractor Address - 4235 WALNUT AVE Phone - 9094641417, Fax - 9094651936, Email - gandmchino@verizon.net	03/31/2011	03/31/2011	
GOLDEN SUN CONSTRUCTION, INC, LAGUNA HILLS, CA, Highway, Street, and Bridge Construction Address - 25371 MUSTANG DRIVE Phone - 9493809797, Fax - 9493809707, Email - gscon@cox.net	03/31/2011	03/31/2011	

INDIAN CONSTRUCTION INC, DEVORE HEIGHTS, CA, Earthwork and Paving Contractor Address - 15924 N CAJON BLVD Phone - 9098806244, Fax - 9098806262, Email - sooners7@wildblue.net	03/31/2011	03/31/2011
IPI CONSTRUCTION, PANORAMA CITY, CA, Highway, Street, and Bridge Construction Address - 14631 ARMINTA STREET Phone - 8187868433, Fax - 8187868434, Email - long@picorp.us	03/31/2011	03/31/2011
JOSHUA CONTRACTING CO., PHELAN, CA, General Engineering Contractor Address - 8450B WHITE RD. Phone - 7609495867, Fax - 7609476848, Email - janie@joshuacontracting.com	03/31/2011	03/31/2011
PAYCO SPECIALTIES, INCORPORATED, CHULA VISTA, CA, Parking and Highway Improvement Contractor Address - 120 NORTH SECOND AVE. Phone - 6194229204, Fax - 6194271620, Email - llewelyn4436@msn.com	03/31/2011	03/31/2011
POWER GRADE, INC, NORCO, CA, Highway, Street, and Bridge Construction Address - 2277 NORCO DRIVE Phone - 9517129668, Fax - 9096731885, Email - tammie@thepgicompanies.com	03/31/2011	03/31/2011
R & Z CONSTRUCTION, INC, POWAY, CA, Highway, Street, and Bridge Construction Address - 13783 PASEO VALLE ALTO Phone - 8585831691, Fax - 8586799011, Email - mzk@cox.net	03/31/2011	03/31/2011
SUKAN, INC., ROWLAND HEIGHTS, CA, Highway, Street, and Bridge Construction Address - 18412 FARJARDO STREET Phone - 6268549467, Fax - 6268549469, Email - suzanne@sukaninc.com	03/31/2011	03/31/2011
SUPER SEAL & STRIPE, INC, FILLMORE, CA, Parking and Highway Improvement Contractor Address - 310 A STREET Phone - 8055247345, Fax - 8055247428, Email - brenda@supersealandstripe.com	03/31/2011	03/31/2011
UNITED TRAFFIC SERVICES & SUPPLY, INC., CITY OF INDUSTRY, CA, General Engineering Contractor Address - 15131 CLARK AVENUE Phone - 6269615736, Fax - 8189614746, Email - dora@unitedtraffic.net	03/31/2011	03/31/2011