

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

602A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 8, 2013

SUBJECT: Murrieta Hot Springs Road Resurfacing, Winchester Road to Calistoga Avenue,
East of the City of Murrieta

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the specifications and plans issued prior to the June 4, 2013, bid opening; and
2. Accept the low bid of Hardy & Harper, Inc. of Santa Ana, CA in the amount of \$1,305,000; and
3. 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 and Land Management

JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,305,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014

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

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: September 10, 2013
xc: 2013 SEP 10 5:05 Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 6/4/13, Item 3-50 | District: 3rd / 3rd | Agenda Number:

3-83

ATTACHMENTS FILED

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 8/12/13

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Murrieta Hot Springs Road Resurfacing, Winchester Road to Calistoga Avenue, East of the City of Murrieta

August 8, 2013

Page 2 of 2

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

BACKGROUND: The County Transportation Improvement Program (TIP) provides for improvements to Murrieta Hot Springs Road, Winchester Road to Calistoga Avenue, east of the city of Murrieta.

By Minute Order dated June 4, 2013 (Agenda Item 3-50), the Board of Supervisors approved the plans and specifications and authorized the Clerk of the Board to advertise for the construction of the Murrieta Hot Springs Road Resurfacing Project.

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

Bids for the project were opened in the office of the Director of Transportation and Land Management at 2:00 p.m., Wednesday, June 26, 2013. Four bids were received, ranging from \$1,494,000 to \$1,526,649. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Hardy & Harper, Inc. in the amount of \$1,494,000. The proposal included one base bid and three alternate bid schedules. Alternate Bid Schedule 1 (Median Improvements) and Alternate Bid Schedule 2 (Utility Adjustments—Eastern Municipal Water District [EMWD]) are not selected for award. The Median Improvements will be done by Special Assessment Districts L&LMD and Community Services Area (CSA); and, EMWD will do utility adjustment work with their own forces as needed. The Transportation Department recommends award of the Base Bid and Alternate No. 3 schedules of work. Therefore, the total agreement amount is \$1,305,000, which is \$2,900 (0.2%) below the Engineer's Estimate.

The existing pavement on Murrieta Hot Springs Road is in poor condition and requires resurfacing. The project will remove and replace the existing AC pavement on Murrieta Hot Spring Road. Access ramps will be improved to meet the current Americans with Disabilities Act (ADA) standards. New striping, pavement markings, and reflective markers will be installed. The project includes sidewalk replacement due to lifted and cracked sidewalk on Sky Canyon Drive. De Luz Road shoulder widening work was added by addendum and is included in Alternate Bid Schedule 3.

The work is scheduled to begin in late summer of 2013. The work will be phased to keep the road open during construction and will take approximately three months to complete.

The contractor is qualified to perform the work as outlined in the bid and has executed the contract and provided bonds and insurance documents, which meet the requirements of the contract.

County Project No.: B8-0669

Form 11 Attachment

Contract/Lease/Purchase Summary Data

☒ Contract (for Services)

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

☐ Lease

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

☐ Purchase (for Materials)

- ☐ Sole Source
- ☐ Other than Low Bid
- ☐ Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Hardy & Harper, Inc.
Vendor/Lessor Location:	Santa Ana, CA

Minority

Status: ☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: ☐ Yes ☐ No ☒ N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 1,494,000.00 to \$ 1,526,649.00
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 1,494,000.00 to \$ 1,526,649.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

AGREEMENT

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

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Murrieta Hot Springs Road Resurfacing Project, Winchester Road to Calistoga Drive, Project No. B8-0669**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

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

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

The Contractor shall begin work within 15 days or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

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

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

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

**Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Calistoga Drive**

Project No. B8-0669

AGREEMENT

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	16,185.00	16,185.00
2	074020	WATER POLLUTION CONTROL	LS	1	16,000.00	16,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	35,000.00	35,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	16,000.00	16,000.00
5	160101	CLEARING AND GRUBBING	LS	1	30,000.00	30,000.00
6	152440	ADJUST MANHOLE TO GRADE (STORM DRAIN)	EA	12	1,000.00	12,000.00
7	190101	ROADWAY EXCAVATION	CY	6,700	18.50	123,950.00
8	260201	CLASS 2 AGGREGATE BASE	CY	700	38.50	26,950.00
9	390130	HOT MIX ASPHALT	TON	7,900	64.00	505,600.00
10	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	4,500	80.66	362,970.00
11	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	50	70.00	3,500.00
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	4,300	5.34	22,962.00
13	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	19	432.00	8,208.00
14	152390	RELOCATE ROADSIDE SIGN	EA	1	200.00	200.00
15	566011	ROADSIDE SIGN - ONE POST	EA	15	225.00	3,375.00
16	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	7	150.00	1,050.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	10,500	0.26	2,730.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,000	2.34	7,020.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	5.00	1,500.00
20	860811	DETECTOR LOOP	EA	74	200.00	14,800.00
21	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	69,000.00	69,000.00

BASE BID
SUBTOTAL:

One million, two hundred seventy nine thousands, and zero cents \$1,279,000.00

ITEMS 1-21

"WORDS"

ALTERNATE 1 (MEDIAN IMPROVEMENTS)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
22	000003	REMOVE LANDSCAPING / NON-PRESSURIZED IRRIGATION LATERALS	SQFT	48,000	0	0
23	000003	FINE GRADING	SQFT	48,000	0	0
24	000003	4" NATURAL COLOR CONCRETE W/ BROOM FINISH	SQFT	1,500	0	0
25	000003	6" X 6" FORMED CONCRTE HEADER WITH REBAR	LF	630	0	0
26	000003	3"+ LIFT OF ROAD BASE FOR UNDER DG SURFACING	SQFT	6,800	0	0
27	000003	3" DECOMPOSED GRANITE SURFACING	SQFT	6,800	0	0
28	000003	DRIP VALVE ASSEMBLY - BALL VALVE, FILTER, FITTINGS	EA	2	0	0
29	000003	ELECTRIC CONTROL VALVE - BALL VALVE, FITTINGS	EA	1	0	0
30	000003	PURPLE PLASTIC STD RECTILINEAR VB W/ FABRIC, GRAVEL	EA	3	0	0
31	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 3/4"	LF	50	0	0
32	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 1"	LF	100	0	0
33	000003	PURPLE PVC SLEEVING 3" SCH. 40 @ 12" DEPTH	LF	1,450	0	0

ALTERNATE 1
SUB TOTAL:
ITEMS 22-33

ALTERNATE 1 IS NOT SELECTED FOR AWARD

\$0.00

ALTERNATE 2 (UTILITY ADJUSTMENT - EMWD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34	152440	ADJUST SEWER MANHOLE TO GRADE	EA	11	0	0

ALTERNATE 2
SUBTOTAL:
ITEMS 34

ALTERNATE 2 IS NOT SELECTED FOR AWARD

\$0.00

ALTERNATE 3 (DE LUZ ROAD SHOULDER WIDENING)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
35	150771	REMOVE ASPHALT CONCRETE DIKE	LF	600	5.00	3,000.00
36	190101	ROADWAY EXCAVATION	CY	50	150.00	7,500.00
37	260201	CLASS 2 AGGREGATE BASE	CY	30	150.00	4,500.00
38	390130	HOT MIX ASPHALT	TON	40	200.00	8,000.00
39	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	600	5.00	3,000.00

ALTERNATE 3
SUBTOTAL:Twenty six thousand dollars and zero cents\$26,000.00

ITEMS 35-39

"WORDS"

PROJECT TOTAL:

One million, three hundred five thousand dollars and zero cents \$1,305,000.00

ITEMS 1-21 & 35-39

"WORDS"

Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Calistoga Drive

Project No. B8-0669

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

COUNTY OF RIVERSIDE

HARDY & HARPER, INC.

BY John J. Benoit
Chairman, Board of Supervisors
JOHN J. BENOIT

BY Steve Kirschner
Steve Kirschner

Dated SEP 10 2013

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

BY Deputy
Deputy

TITLE: _____

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

License No. 215952

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 8/12/13
MARSHALL VICTOR DATE

Federal Employer Identification Number:

95-2251022

BY _____
"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

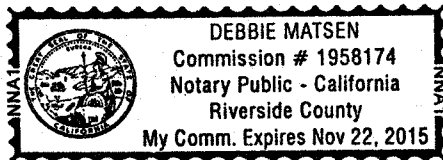
CIVIL CODE § 1189

State of California

County of Orange

On July 29, 2013 before me, Debbie Matsen, Notary Public
Date Here Insert Name and Title of the Officer

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



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Debbie Matsen
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: Agreement

Document Date: _____ Number of Pages: 6

Signer(s) Other Than Named Above: None.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner

Signer's Name: _____

☒ Corporate Officer — Title(s): Vice President

☐ Corporate Officer — Title(s): _____

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

- ☐ Individual
- ☐ 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 Is Representing: _____

**MINUTES OF SPECIAL MEETING OF
BOARD OF DIRECTORS OF
HARDY & HARPER, INC.**

The Special Meeting of the directors of HARDY & HARPER, INC., California Corporation, was held on December 1, 2009 at the principal office of the corporation.

The following directors were present at the meeting:

FRED T. MAAS, JR.

STEVEN M. KIRSCHNER

KRISTEN S. PAULINO

The following persons also were present:

None

The chair called meeting to order and notice of the meeting is hereby waived.

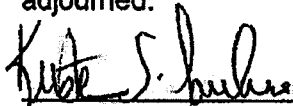
The chair called the meeting to order and announced that the meeting was held pursuant to the waiver of notice and consent to the holding of the meeting.

It was then resolved to dispense with the reading of the minutes of the last meeting.

The purpose of this special meeting is the discussion of authorizing Corey Kirschner as vice-president of the company to sign contracts of behalf of the company. After some discussion it is now hereby resolved:

THEREFORE, UPON MOTION MADE AND CARRIED, the corporation authorizes Corey Kirschner as vice-president of the company to sign contracts on behalf on the company and has authority to bind the company by his signature as vice-president.

There being no further business to come before the meeting, the meeting was duly adjourned.

A handwritten signature in dark ink, appearing to read "Kristen S. Paulino", written over a horizontal line.

KRISTEN S. PAULINO, SECRETARY

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Murrieta Hot Springs Road Resurfacing Project, Winchester Road to Calistoga Drive, Project No. B8-0669.**
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 **\$ 1,305,000.00 (One million, three hundred five thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this 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 Works - Civil Code §9550 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 \$ **1,305,000.00** (**One million, three hundred five thousand dollars and zero cents**), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Murrieta Hot Springs Road Resurfacing Project, Winchester Road to Calistoga Drive, Project No. B8-0669.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 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

By _____

Surety

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF _____ }
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 executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

This Bond was Executed in
Two (2) Identical Counterparts

Performance Bond

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

Bond No. 0628795

Premium: \$6,488.00

Recitals:

1. Hardy & Harper, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Murrieta Hot Springs Road Resurfacing Project, Winchester Road to Calistoga Drive, Project No. B8-0669.
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 \$ 1,305,000.00 (One million, three hundred five thousand dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this 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 July 19th, 2013

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).

ACKNOWLEDGMENT

State of California
County of Orange

On July 19, 2013 before me, Karen L. 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.

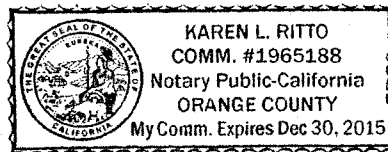
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Karen L. Ritto

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On July 29, 2013 before me, Debbie Matsen, Notary Public

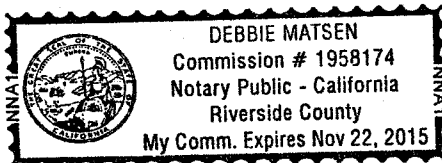
Date

Here Insert Name and Title of the Officer

personally appeared

Steve Kirschner

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Debbie Matsen

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: Performance Bond

Document Date: July 19, 2013

Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner

Signer's Name: _____

☒ Corporate Officer — Title(s): Vice President

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

☐ Individual

☐ 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 Is Representing: _____

POWER OF ATTORNEY**INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

Bond No. 0628795

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 under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

DWIGHT REILLY, ARTURO AYALA, DANIEL HUCKABAY

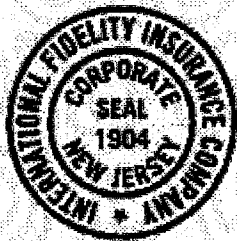
Orange, CA.

their 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 and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

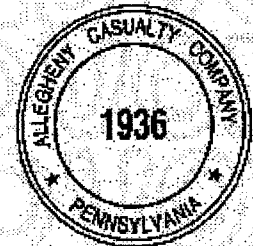
IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

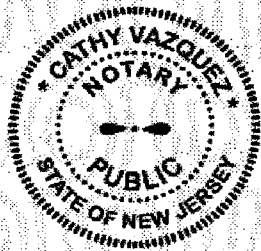
Robert W. Minster

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, 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 INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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.



Cathy Vazquez

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

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 19th day of July, 2013

Maria H. Branco

MARIA BRANCO, Assistant Secretary

This Bond was Executed in
Two (2) Identical Counterparts

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

Payment Bond

(Public Works - Civil Code §9550-et seq.)

Bond No. 0628795
Premium Included on
Performance Bond

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 \$ 1,305,000.00 (One million, three hundred five thousand dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Murrieta Hot Springs Road Resurfacing Project, Winchester Road to Calistoga Drive, Project No. B8-0669.

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 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: July 19th, 2013

Hardy & Harper, Inc.
Original Contractor - Principal

International Fidelity Insurance Company
Surety

By [Signature]
Steve Kirschner

By [Signature]
Dwight Reilly
Its Attorney In Fact

Title Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

See Attached

STATE OF _____ } ss. SURETY'S ACKNOWLEDGEMENT
COUNTY OF _____ }

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 executed the same in his authorized capacities, and that by his 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).

ACKNOWLEDGMENT

State of California

County of Orange)

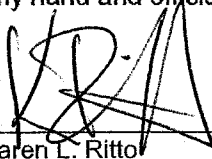
On July 19, 2013 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

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.

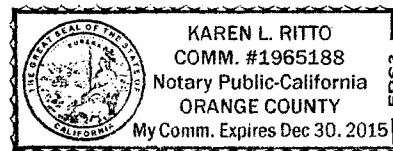
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Karen L. Ritto

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

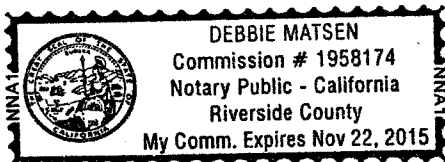
On July 29, 2013 before me, Debbie Matsen, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Steve Kirschner

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Debbie Matsen
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: Payment Bond

Document Date: July 19, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner

Signer's Name: _____

☒ Corporate Officer — Title(s): Vice President ☐ Corporate Officer — Title(s): _____

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

- ☐ Individual
- ☐ 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 Is Representing: _____

POWER OF ATTORNEY**INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

Bond No. 0628795

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 under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

DWIGHT REILLY, ARTURO AYALA, DANIEL HUCKABAY

Orange, CA.

their 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** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

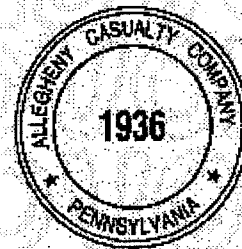
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 12th day of March, 2012.

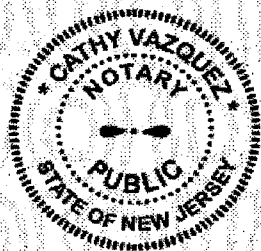
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, 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 **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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 Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 19th day of July, 2013

MARIA BRANCO, Assistant Secretary

Company Profile

INTERNATIONAL FIDELITY INSURANCE COMPANY

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

Agent for Service of Process

DOROTHY O'CONNOR-MANSON, 2999 OAK ROAD SUITE 820 WALNUT CREEK, CA 94597
Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

SURETY

Company Complaint Information

[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

Want More?

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

Last Revised - November 10, 2012 10:58 AM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2013

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

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

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 License #0679263 Tustin CA 92780	CONTACT NAME: Amanda Vanderlip PHONE (A/C, No, Ext): 714-824-8354 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: Amanda@wgbib.com														
INSURED Hardy & Harper, Inc. 1312 E. Warner Ave. Santa Ana CA 92705	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Ironshore Specialty Ins Co</td><td>25445</td></tr><tr><td>INSURER B: ZURICH AMERICAN INS CO</td><td>16535</td></tr><tr><td>INSURER C: EVANSTON INS CO</td><td>35378</td></tr><tr><td>INSURER D: GREAT AMER INS CO</td><td>16691</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ironshore Specialty Ins Co	25445	INSURER B: ZURICH AMERICAN INS CO	16535	INSURER C: EVANSTON INS CO	35378	INSURER D: GREAT AMER INS CO	16691	INSURER E:		INSURER F:	
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INSURER D: GREAT AMER INS CO	16691														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 529382656

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		AGS0047100	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 PRODUCTS \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP373645408	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		TUE595006911	7/1/2013	7/1/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WVC373645308	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liability		13CPLOWE00089	7/1/2013	7/1/2015	\$2,000,000 Agg \$1,000,000 Occ

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

ENDORSEMENTS ATTACHED ONLY APPLY AS REQUIRED BY WRITTEN CONTRACT.

Re: Murrieta Hot Springs Road Resurfacing Project/ Winchester Road to Calistoga Drive Project No.B8-0669

CERTIFICATE HOLDER VESTING:

County of Riverside

See Attached...

CERTIFICATE HOLDER**CANCELLATION**County of Riverside
3525 14th St.
Riverside CA 92501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Wood Gutmann & Bogart		NAMED INSURED Hardy & Harper, Inc. 1312 E. Warner Ave. Santa Ana CA 92705
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Caltrans, its officers, directors, employees, and agents.
Eastern Municipal Water District, its officers, directors, employees, and agents.
City of Murrieta, its officers, directors, employees, and agents.

GENERAL LIABILITY:

Certificate holder is named as additional insured per attached endorsements
CG 20 10 07 04 and CG 20 37 07 04.

COMMERCIAL AUTO:

Certificate holder is named as additional insured per attached endorsement
CA 20 48 02 99.

WORKERS COMPENSATION:

Waiver of Subrogation applies per attached endorsement WC 04 03 06 04-84.

THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: Where as Required by Written Contract

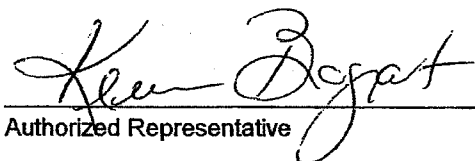
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.


Authorized Representative

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
Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording where required.	The insurance afforded by this policy for the benefit of the additional insured does not apply to 'property damage' to any building, structure or appurtenant structure intended to be occupied as a 'private residence'. The term "private residence" includes single family homes or residences, multi-family homes or residences, condominiums, townhomes, and apartments.
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".


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording.	Any location.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

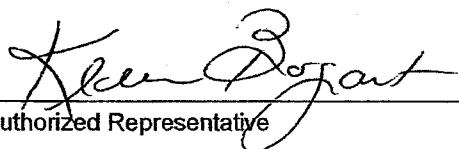
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


Authorized Representative

POLICY NUMBER: AGS0047100

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

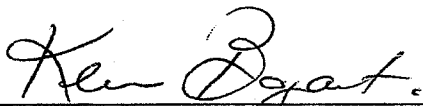
Name Of Person Or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

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.



Authorized Representative

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: 10/1/12	Countersigned By: 
Named Insured: Hardy & Harper, Inc.	

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.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Per Schedule on File with the Agent	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2012
Insured Hardy & Harper, Inc.

Policy No. WC 3736453-08

Endorsement No.
Premium \$

Insurance Company - Zurich American Insurance Company


Authorized Representative

WC 99 06 33

(Ed. 05-10)

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ZURICH

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3738454-08	10/01/2012	10/01/2013	10/01/2012	39-774		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Per Schedule on File with the Agent	30

All other terms and conditions of this policy remain unchanged.


Authorized Representative

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.	RET. RN. PREM.
BAP373645408	10/1/12	10/1/13				

Named Insured Hardy & Harper Inc.

Address (including ZIP Code)

This endorsement modifies insurance provided by the following:
Business Auto Coverage Part
Trucks 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)

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- This coverage form;
- The covered "auto";
- Your interest in the covered "auto"; or
- A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee — Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - Excess while it is connected to a motor vehicle you do not own.
 - Primary while it is connected to a covered "auto" you own.
- For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- During the policy period shown in the Declarations; and
- Within the coverage territory.
The coverage territory is:
 - The United States of America;
 - The territories and possessions of the United States of America;
 - Puerto Rico;
 - Canada; and
 - Anywhere in the world if:

- A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.


Authorized Representative

CA 00 01 03 10

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Page 9 of 12

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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 10/1/12

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. WC373645308

Endorsement No.

of the ZURICH AMERICAN INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

Issued to

Premium (if any) \$ INCLUDED


Authorized Representative

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

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

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

Schedule

Person or Organization

Job Description

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

ALL CALIFORNIA OPERATIONS



Brown & Riding

CONFIRMATION OF COVERAGE # 101616 A

Page 1 of 3

PRODUCER

Wood Gutmann & Bogart Insurance Brokers
15901 Red Hill Ave., Suite 100
Tustin, CA 92780-7044
Attn: Paula Mowles

INSURED

Hardy & Harper, Inc.
1312 East Warner Avenue
Santa Ana, CA 92705

POLICY PERIOD: 7/1/13 to 7/1/14

CARRIER: Ironshore Specialty Insurance Company

POLICY #: AGS0047100

COVERAGE: GENERAL LIABILITY

LIMITS:

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage Limit
- \$5,000 Premises Medical Payments

Employee Benefits Liability:

- \$1,000,000 Basic Limit Each Employee
- \$1,000,000 Aggregate
- \$1,000 Deductible (Per Claim)
- Retro Date: 7/1/2013

DEDUCTIBLE: Deductible: \$5,000 BI/PD Per occurrence

CONDITIONS: Subject To:

- Completed & Signed Align Contractor's Questionnaire - within 30 days of binding
- Copy of Insured's Current Financial Statement - within 30 days of binding
- Copy of Insured's Safety Program - within 30 days of binding
- Copy of Insured's Subcontract Agreement - within 30 days of binding
- Copy of Insured's Work on Hand Schedule - within 30 days of binding
- Completed & Signed D-1 Form - within 30 days of binding
- Completed & Signed SL-2 Form - within 30 days of binding

****PLEASE BE ADVISED THAT IRONSHORE WILL NOT RELEASE THEIR POLICY UNTIL ALL SUBJECTIVITIES HAVE BEEN RECEIVED AND APPROVED.**

Terms & Conditions:

- AI - Owners, Lesees or Contractors - Completed Ops with Primary - Any location (IRONSHORE) CG 20 37 07 04



CONFIRMATION OF COVERAGE # 101616 A

Page 2 of 3

CONDITIONS cont..

- Notice To Policyholder – U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") ALG.FORM.103 (0910)
- Disclosure Pursuant To Terrorism Risk Insurance Act ALG.FORM.0121 (0910)
- Notice To Policyholders – GL (Silica) ALG.FORM.128 (0910)
- Notice To Policyholders – GL (E-Mail) ALG.FORM.129 (0910)
- Service of Suit Endorsement ALG.FORM.0137 (09 10)
- Notice – Offer Of Terrorism Insurance Coverage ALG.FORM.154 R
- COMMERCIAL GENERAL LIABILITY DECLARATIONS CGL.ALGDS.01 (07 10)
- Commercial General Liability Coverage Form CG 00 01 12 04
- Exclusion - Violation of Statutes that Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information CG 00 67 03 05
- Deductible Liability Insurance CG 03 00 01 96
- Employee Benefits Liability Coverage CG 04 35 03 05
- AI - Owners, Lessees or Contractors – Sched person or org CG 20 10 07 04 AI
- Additional Insured - Lessor of Leased Equipment CG 20 28 07 04
- Exclusion - Designated Work (New Condominium & Townhouse Construction) CG 21 34 01 87
- Exclusion - Designated Work (Single Family Tract Homes) CG 21 34 01 87
- Exclusion - Intercompany Products Suits CG 21 41 11 85
- Abuse Or Molestation Exclusion CG 21 46 07 98
- Employment-Related Practices Exclusion CG 21 47 07 98
- Exclusion - Designated Ongoing Operations (New Condominium & Townhouse Construction) CG 21 53 01 96
- EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM CG 21 54 01 96
- Total Pollution Exclusion With A Hostile Fire Exception CG 21 55 09 99
- Exclusion - Year 2000 Computer-Related and Other Electronic Problems CG 21 60 09 98
- Excl of Cert Acts of Terror and Excl of Other Acts of Terror Committed outside US CG 21 75 06 08
- Exclusion - Exterior Insulation and Finish Systems CG 21 86 12 04
- Silica or Silica-Related Dust Exclusion CG 21 96 03 05
- Exclusion - Contractors - Professional Liability CG 22 79 07 98
- Waiver Of Transfer Of Rights Of Recovery Against Others to Us CG 24 04 05 09
- Amendment of Insured Contract Definition CG 24 26 07 04
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97
- California Changes CG 32 34 01 05
- Continuous or Progressive Injury or Damage Exclusion IBEX 014B (0610)
- Common Policy Conditions IL 00 17 11 98
- Nuclear Energy Liability Exclusion Endorsement (Broad Form) IL 00 21 07 02
- California Changes - Cancellation And Nonrenewal IL 02 70 09 08
- Exclusion – Asbestos Liability CGL.ALG.0100 (0910)
- Exclusion – Lead Liability CGL.ALG.0101 (0910)
- Composite Rating Plan Endorsement CGL.ALG.0108 (0910)
- Exclusion – Organic Pathogen CGL.ALG.0162 (0910)
- General Contractor's Special Conditions Endorsement CGL.ALG.0252 (0910)
- Minimum And Deposit Premium Endorsement CGL.ALG.0253 (0211)
- CALIFORNIA CONSUMER SERVICES NOTICE ISIC CA NOTICE ISIC
- Limited Contractual Liability - Railroads CG 24 27 03 05



CONFIRMATION OF COVERAGE # 101616 A

Page 3 of 3

TRIA has been REJECTED

Payment due in 20 days.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Please review carefully. Coverages provided may differ from those requested.

This Confirmation is intended for use as evidence that insurance as described has been effected, against which a Policy or Policies will be issued. This Confirmation and the insurance effected by it are subject to all terms, conditions and provisions of the Policy or Policies to be issued and in the event of any inconsistency therewith, the terms, conditions and provisions of the Policy or Policies shall prevail.

Brown & Riding has the right to cancel any binder or policy in accordance with the cancellation provisions of such binder or policy. When coverage is bound by Brown & Riding, a charge will be made in accordance with the policy terms and upon binding, all fees for the full policy term will be fully earned. Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then Brown & Riding may, without limitation of other remedies, cancel the policy for non-payment of premium.

Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding broker fees, other fees, and charges disclosed by Brown & Riding to Producer.

Producer shall hold harmless Brown & Riding, and Brown & Riding shall hold harmless Producer, from any and all of the respective negligent or wrongful acts, omissions, or conduct that result in a financial or other obligation to the other.

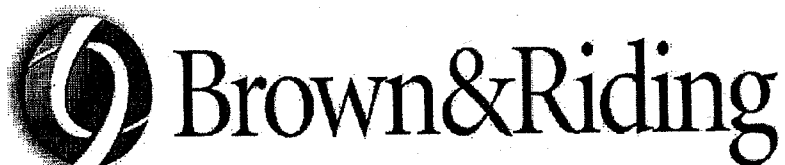
In the event of a dispute between Brown & Riding and Producer, the prevailing party shall be entitled to recover its attorneys' fees, costs, and related litigation expenses in addition to any other recovery.

The responsibility for the accuracy of the information set forth in any certificate of insurance is the sole responsibility of the person or entity which issues the certificate. Although Brown & Riding may retain copies of certificates of insurance forwarded to us, Brown & Riding does so strictly without prejudice as to their accuracy. Neither the insurers, their representatives, nor Brown & Riding will be responsible for any liability resulting from your issuance any certificate of insurance. We also draw your attention to the fact that unless the policy is physically endorsed, the issuance of a certificate does not amend, extend, or alter the coverage afforded by the policy or change the person(s) or entities to whom such coverage is afforded under the policy.

Moreover, neither the underwriters, their representatives, nor Brown & Riding will be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the insurers but where the authorized wording has been amended or revised in any way, without the prior written approval of the insurers.

Regards, Lucy Lyons

DATE: July 1, 2013



CONFIRMATION OF COVERAGE # 101622 A

Page 1 of 3

PRODUCER

Wood Gutmann & Bogart Insurance Brokers
15901 Red Hill Ave., Suite 100
Tustin, CA 92780-7044
Attn: Paula Mowles

INSURED

Hardy & Harper, Inc.
1312 East Warner Avenue
Santa Ana, CA 92705

POLICY PERIOD: 7/1/13 to 7/1/14

CARRIER: Great American Insurance Company

POLICY #: TUE 5950069 11

COVERAGE: Commercial Straight Excess - Occurrence Basis

LIMITS: \$10MM XS Primary
\$ 10,000,000 Each Occurrence
\$ 10,000,000 Aggregate Limit (Where Applicable)

IN EXCESS OF SCHEDULED UNDERLYING INSURANCE

- Commercial General Liability
Carrier: Ironshore Specialty Insurance Company
\$ 1,000,000 Each Occurrence
\$ 2,000,000 General Aggregate - Per Project Aggregate
\$ 2,000,000 Products-Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury Limit

- Employee Benefits Liability
Carrier: Ironshore Specialty Insurance Company
\$ 1,000,000 Each Claim
\$ 1,000,000 Aggregate Limit

Defense Outside the Limit
Effective Date: 07/01/2013 - 07/01/2014

- Automobile Liability
Carrier: Zurich American Insurance Company
\$ 1,000,000 Each Accident
Defense Outside the Limit
Effective Date: 10/01/2012 - 10/01/2013

- Employers Liability
Carrier: Zurich American Insurance Company
\$ 1,000,000 Each Accident
\$ 1,000,000 Disease Each Employee
\$ 1,000,000 Disease Policy Limit



Brown & Riding

CONFIRMATION OF COVERAGE # 101622 A

Page 2 of 3

LIMITS cont..

Effective Date: 10/01/2012 - 10/01/2013

CONDITIONS:

Subject To:

- Description of each Named Insured - within 30 days of binding
- Copy of the Underlying GL Policy - within 60 days of binding
- Copy of the Underlying Auto Policy - within 60 days of binding
- Copy of the Employers Liability Dec Pages - within 60 days of binding

- Premium is payable within thirty (30) days of effective date
- Flat cancellations are not permitted on any binders
- Binders are subject to the minimum earned premium

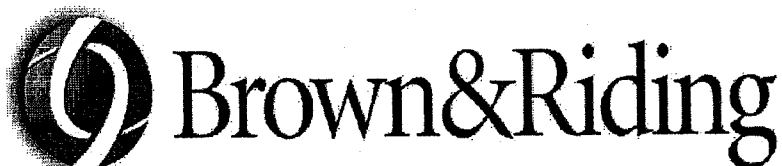
EXCLUSIONS:

Asbestos (in form)
Care, Custody, Control (R&P)
Cross Suits
Economic and Trade Sanctions
Employment Related Practices
ERISA
Intellectual Property
Occupational Disease
Pollution - Except HF
Professional Liability
Silica
Terrorism
UM/UIM No Fault
Wrongful Repossession

ATTACHMENTS:

Aggregate Amendatory
Amendment to Insuring Agreement - Known Injury
Contractors Limitation - Form B
Named Insured Limitation
State Amendatory Endorsement - CA
Unimpaired Aggregate

TRIA has been REJECTED



Brown & Riding

CONFIRMATION OF COVERAGE # 101622 A

Page 3 of 3

Payment due in 20 days.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Please review carefully. Coverages provided may differ from those requested.

This Confirmation is intended for use as evidence that insurance as described has been effected, against which a Policy or Policies will be issued. This Confirmation and the insurance effected by it are subject to all terms, conditions and provisions of the Policy or Policies to be issued and in the event of any inconsistency therewith, the terms, conditions and provisions of the Policy or Policies shall prevail.

Brown & Riding has the right to cancel any binder or policy in accordance with the cancellation provisions of such binder or policy. When coverage is bound by Brown & Riding, a charge will be made in accordance with the policy terms and upon binding, all fees for the full policy term will be fully earned. Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then Brown & Riding may, without limitation of other remedies, cancel the policy for non-payment of premium.

Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding broker fees, other fees, and charges disclosed by Brown & Riding to Producer.

Producer shall hold harmless Brown & Riding, and Brown & Riding shall hold harmless Producer, from any and all of the respective negligent or wrongful acts, omissions, or conduct that result in a financial or other obligation to the other.

In the event of a dispute between Brown & Riding and Producer, the prevailing party shall be entitled to recover its attorneys' fees, costs, and related litigation expenses in addition to any other recovery.

The responsibility for the accuracy of the information set forth in any certificate of insurance is the sole responsibility of the person or entity which issues the certificate. Although Brown & Riding may retain copies of certificates of insurance forwarded to us, Brown & Riding does so strictly without prejudice as to their accuracy. Neither the insurers, their representatives, nor Brown & Riding will be responsible for any liability resulting from your issuance any certificate of insurance. We also draw your attention to the fact that unless the policy is physically endorsed, the issuance of a certificate does not amend, extend, or alter the coverage afforded by the policy or change the person(s) or entities to whom such coverage is afforded under the policy.

Moreover, neither the underwriters, their representatives, nor Brown & Riding will be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the insurers but where the authorized wording has been amended or revised in any way, without the prior written approval of the insurers.

Regards, Lucy Lyons

DATE: June 28, 2013

Company Profile

IRONSHORE SPECIALTY INSURANCE COMPANY

75 FEDERAL STREET, 5TH FLOOR
BOSTON, MA 02110

Agent for Service of Process

JAMES R. WOODS, 3000 EL CAMINO REAL TWO PALO ALTO SQUARE, SUITE 300 PALO
ALTO, CA 94306

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	25445
NAIC Group #:	<u>4509</u>
California Company ID #:	5690-3
Date authorized in California:	June 22, 2011
License Status:	N/A
Company Type:	ACCREDITED REINSURER
State of Domicile:	ARIZONA

Company Complaint Information

[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

Want More?

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

Last Revised - November 10, 2012 10:58 AM
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Companion Specialty Insurance Company (District of Columbia)	07/20/2011
Covington Specialty Insurance Company (New Hampshire)	07/20/2011
Crum & Forster Specialty Insurance Company (Arizona) (Name changed from Transnational Insurance Company effective 12/26/2000. Domicile changed from Connecticut to Arizona effective 02/12/2002.)	04/20/1998
CUMIS Specialty Insurance Company, Inc. (Iowa)	05/15/2008
Darwin Select Insurance Company (Arkansas) (Name changed from ULICO Indemnity Company effective 05/02/2005)	12/22/1995
Discover Specialty Insurance Company (Illinois)	12/22/1999

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E - G

Insurer	Date Approved
Empire Indemnity Insurance Company (Oklahoma)	12/01/1995
Endurance American Specialty Insurance Company (Delaware) (Name changed from Traders & Pacific Insurance Company effective 06/08/2006)	02/23/1996
Energy Insurance Mutual Limited (Barbados)	12/17/1997
Essex Insurance Company (Delaware)	07/06/1995
Evanston Insurance Company (Illinois)	08/11/1995
Everest Indemnity Insurance Company (Delaware)	08/14/1998
Executive Risk Specialty Insurance Company (Connecticut)	09/01/1995
Fireman's Fund Insurance Company of Ohio (Ohio)	05/19/1999
First Mercury Insurance Company (Illinois)	10/16/1997
First Specialty Insurance Corporation (Missouri)	09/01/1995
Founders Insurance Company (Illinois)	10/16/2007
Gemini Insurance Company (Delaware)	02/23/1998
General Security Indemnity Company of Arizona (Arizona) (Name changed from Fulcrum Insurance Company effective 05/03/2002)	09/01/1995
General Star Indemnity Company (Delaware) (Domicile changed from Connecticut to Delaware, effective 12/31/2012)	08/11/1995
Gotham Insurance Company (New York)	08/04/1995
Great American E&S Insurance Company (Delaware) (Name changed from Agricultural Excess and Surplus Insurance Company, effective 07/27/2000)	06/30/1995
Great American Fidelity Insurance Company (Delaware) (Name changed from American Dynasty Surplus Lines Insurance Company, effective 06/27/2001)	09/01/1995
Great Lakes Reinsurance (UK) PLC (UK)	12/01/1995
Gulf Underwriters Insurance Company (Connecticut) (Domicile changed from Missouri to Connecticut, effective 10/01/2001)	07/07/1995

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H - L

Insurer	Date Approved
Halmark Specialty Insurance Company (Oklahoma)	07/01/2011
Health Care Indemnity, Inc. (Colorado)	03/21/2001
Hermitage Insurance Company (New York)	03/06/2012
Homeland Insurance Company of New York (New York)	09/24/2003
Houston Casualty Company (Texas)	09/01/1995
Houston Specialty Insurance Company (Texas) (Name changed from Naxos Insurance Company effective 12/30/10) (Domicile changed from Delaware to Texas effective 12/30/2011)	10/08/2009
Hudson Specialty Insurance Company (New York) (Name changed from General Security Indemnity Company effective 12/29/03)	11/09/1995
Illinois Union Insurance Company (Illinois)	12/22/1995
Indian Harbor Insurance Company (North Dakota)	12/08/1995
Infrassure Ltd. (Switzerland)	11/19/2009
International Insurance Company of Hannover Limited (UK)	09/29/1998
Interstate Fire & Casualty Company (Illinois)	10/20/1995
Ironshore Insurance Ltd. (Bermuda)	07/20/2011
Ironshore Specialty Insurance Company (Arizona)	10/02/2008
James River Insurance Company (Ohio) (Name changed from Fidelity Excess and Surplus Insurance Company effective 07/07/03)	08/04/1995
Lancashire Insurance Company (UK) Limited (U.K.)	11/17/2010
Lancashire Insurance Company Limited (Bermuda)	11/19/2009
Landmark American Insurance Company (Oklahoma)	09/30/2003
Lexington Insurance Company (Delaware)	07/28/1995
Liberty Mutual Insurance Europe Limited (U.K.) (Name changed from Liberty Mutual Insurance Company (U.K.) Limited effective 10/21/03)	10/27/1995
Liberty Surplus Insurance Corporation (New Hampshire)	12/18/1997

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M - P

Company Profile

ZURICH AMERICAN INSURANCE COMPANY

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

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

Company Complaint Information

Company Profile

GREAT AMERICAN INSURANCE COMPANY

301 E. FOURTH STREET
CINCINNATI, OH 45202-4201
800-972-3008

Former Names for Company

Old Name: AMERICAN CONTINENTAL INSURANCE COMPANY
Old Name: SELECTIVE INSURANCE COMPANY
Old Name: MANUFACTURERS & MERCHANTS INDEMNITY CO.

Effective Date: 12-06-1976
Effective Date: 06-15-1972
Effective Date: 09-05-1956

Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16691
NAIC Group #:	0084
California Company ID #:	1301-1
Date authorized in California:	October 17, 1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

Lines of Insurance Authorized to Transact

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

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

Riverside County Transportation Department

Project No.(s): **B8-0669**

Expenses as of: 8/01/2013

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	1,323		2,000	1,000	2,000
Design	145,339	4,000	150,000	107,000	150,000
Right-of-way					
Utilities					
Construction	11,243	1,305,000	1,447,000	500,000	1,447,000
Construction Contingency 10%		131,000			
Construction Engineering & Inspection	5,919	140,000	146,000	60,000	146,000
Construction Survey		35,000	35,000	10,000	35,000
Totals:	163,824	1,615,000	1,780,000	678,000	1,780,000

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)	678,000	1,780,000
Totals		678,000	1,780,000

Updated with Hardy & Harper, Inc. unit costs from June 26, 2013 bid.
\$11,243 construction costs for median tree trimming and removals in advance of construction.
ALTERNATE 1 (MEDIAN IMPROVEMENTS) not included in construction costs.
ALTERNATE 2 (UTILITY ADJUSTMENT - EMWD) not included in construction costs.
ALTERNATE 3 (DE LUZ ROAD SHOULDER WIDENING) included in construction costs.

Printed: August 1, 2013

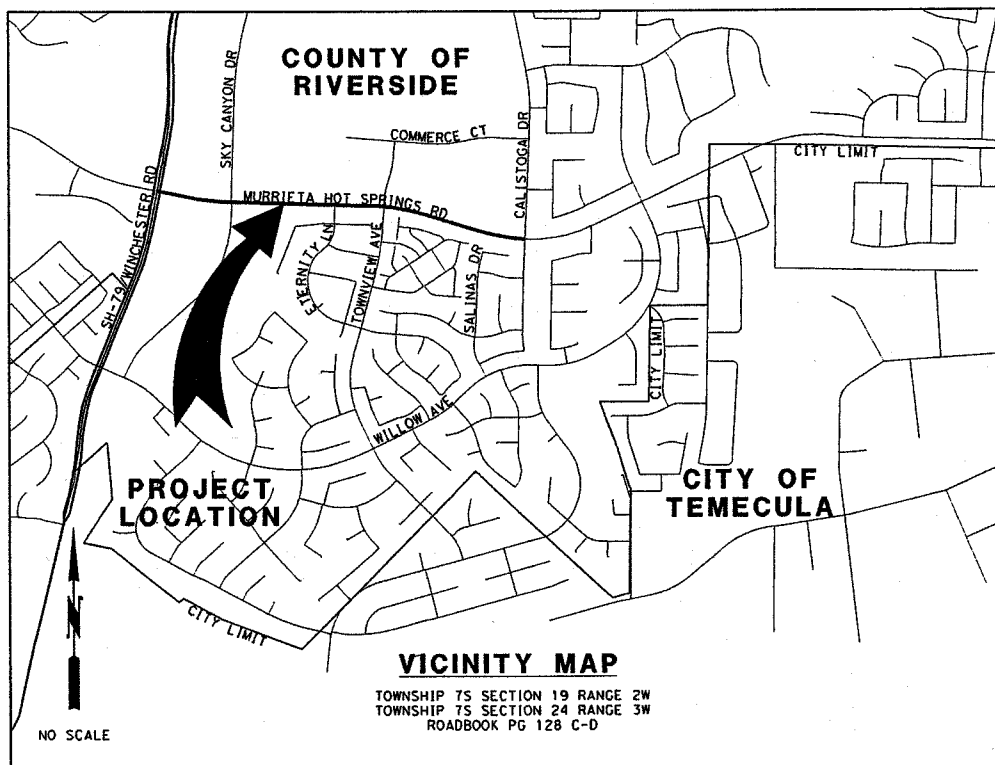
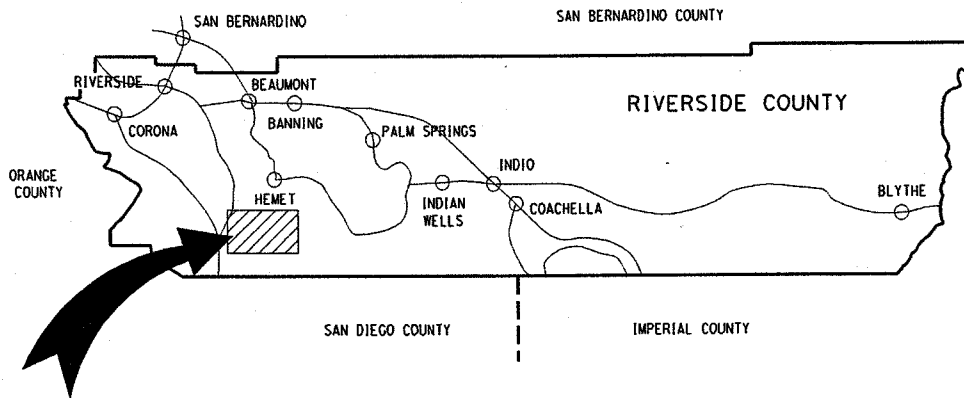
BY:

M. Mueting

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

MURRIETA HOT SPRINGS RD

RESURFACING PROJECT
WINCHESTER ROAD (SR-79) TO CALISTOGA DRIVE
EAST OF THE CITY OF MURRIETA HOT SPRINGS
PROJECT No. B8-0669



Riverside County Transportation Department
Summary of Bids

PROJECT: Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Callistoga Drive

Advertised: June 4, 2013 (Agenda Item: 3-50)
Addenda: One (6/20/2013)
Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT No. B8-0669

COUNTY'S ESTIMATE				1				
COUNTY'S ESTIMATE				Hardy & Harper, Inc. Santa Ana, CA 92705				
BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,600.00	2,600.00	16,185.00	16,185.00
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	16,000.00	16,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	35,000.00	35,000.00	35,000.00	35,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	2,100.00	2,100.00	16,000.00	16,000.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	30,000.00	30,000.00
6	152440	ADJUST MANHOLE TO GRADE (STORM DRAIN)	EA	12	500.00	6,000.00	1,000.00	12,000.00
7	190101	ROADWAY EXCAVATION	CY	6,700	25.00	167,500.00	18.50	123,950.00
8	260201	CLASS 2 AGGREGATE BASE	CY	700	45.00	31,500.00	38.50	26,950.00
9	390130	HOT MIX ASPHALT	TON	7,900	70.00	553,000.00	64.00	505,600.00
10	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	4,500	75.00	337,500.00	80.66	362,970.00
11	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	50	30.00	1,500.00	70.00	3,500.00
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	4,300	6.00	25,800.00	5.34	22,962.00
13	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	19	500.00	9,500.00	432.00	8,208.00
14	152390	RELOCATE ROADSIDE SIGN	EA	1	250.00	250.00	200.00	200.00
15	566011	ROADSIDE SIGN - ONE POST	EA	15	250.00	3,750.00	225.00	3,375.00
16	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	7	250.00	1,750.00	150.00	1,050.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	10,500	0.50	5,250.00	0.26	2,730.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,000	2.00	6,000.00	2.34	7,020.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	4.00	1,200.00	5.00	1,500.00
20	860811	DETECTOR LOOP	EA	74	200.00	14,800.00	200.00	14,800.00
21	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	60,000.00	60,000.00	69,000.00	69,000.00
Base Bid Sub-Total						1,280,000.00		1,279,000.00
Items 1-21								

ALTERNATE 1 (MEDIAN IMPROVEMENTS)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
22	000003	REMOVE LANDSCAPING / NON-PRESSURIZED IRRIGATION LATERALS	SQFT	48,000	0.20	9,600.00	1.25	60,000.00
23	000003	FINE GRADING	SQFT	48,000	0.10	4,800.00	0.38	18,240.00
24	000003	4" NATURAL COLOR CONCRETE W/ BROOM FINISH	SQFT	1,500	5.80	8,700.00	7.00	10,500.00
25	000003	6" X 6" FORMED CONCRETE HEADER WITH REBAR	LF	630	5.00	3,150.00	17.00	10,710.00
26	000003	3" LIFT OF ROAD BASE FOR UNDER DG SURFACING	SQFT	6,800	0.35	2,380.00	1.00	6,800.00
27	000003	3" DECOMPOSED GRANITE SURFACING	SQFT	6,800	2.30	15,640.00	3.00	20,400.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Callistoga Drive

Advertised: June 4, 2013 (Agenda Item: 3-50)

Addenda: One (6/20/2013)

Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT No. B8-0689

COUNTY'S ESTIMATE					Hardy & Harper, Inc. Santa Ana, CA 92705	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID UNIT PRICE
28	000003	DRIIP VALVE ASSEMBLY - BALL VALVE, FILTER, FITTINGS	EA	2	200.00	800.00
29	000003	ELECTRIC CONTROL VALVE - BALL VALVE, FITTINGS	EA	1	170.00	4,150.00
30	000003	PURPLE PLASTIC STD RECTILINEAR VB W/ FABRIC, GRAVEL	EA	3	80.00	200.00
31	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 3/4"	LF	50	1.20	10.00
32	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 1"	LF	100	1.40	10.00
33	000003	PURPLE PVC SLEEVING 3" SCH. 40 @ 12" DEPTH	LF	1,450	3.60	30.00
Alternate 1 Sub-Total						
Items 22-33					50,500.00	178,000.00

ALTERNATE 2 (UTILITY ADJUSTMENT-EMWID)						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID UNIT PRICE
34	152475	ADJUST SEWER MANHOLE	EA	11	500.00	1,000.00
Alternate 2 Sub-Total						
Item 34					5,500.00	11,000.00

ALTERNATE 3 (IDE LUZ ROAD SHOULDER WIDENING)						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID UNIT PRICE
35	150771	REMOVE ASPHALT CONCRETE DIKE	LF	600	3.00	5.00
36	190101	ROADWAY EXCAVATION	CY	50	100.00	150.00
37	260201	CLASS 2 AGGREGATE BASE	CY	30	70.00	150.00
38	390130	HOT MIX ASPHALT	TON	40	100.00	200.00
39	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	600	25.00	5.00
Alternate 3 Sub-Total						
Item 35-39					27,900.00	26,000.00

Project Total						
Items 1-39					1,363,900.00	1,494,000.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Callistoga Drive

Advertised: June 4, 2013 (Agenda Item: 3-50)
 Addenda: One (6/20/2013)
 Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT No. B8-0669

BASE BID				2			3		
All American Asphalt Corona, CA 92878				Granite Construction Co. Vista, CA 92081					
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	10,800.00	10,800.00	800.00	800.00	
2	074020	WATER POLLUTION CONTROL	LS	1	5,500.00	5,500.00	3,000.00	3,000.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	57,000.00	57,000.00	237,680.00	237,680.00	
4	170101	DEVELOP WATER SUPPLY	LS	1	1,560.00	1,560.00	1,000.00	1,000.00	
5	180101	CLEARING AND GRUBBING	LS	1	520.00	520.00	3,000.00	3,000.00	
6	152440	ADJUST MANHOLE TO GRADE (STORM DRAIN)	EA	12	790.00	9,480.00	450.00	5,400.00	
7	190101	ROADWAY EXCAVATION	CY	6,700	21.60	144,720.00	15.00	100,500.00	
8	260201	CLASS 2 AGGREGATE BASE	CY	700	55.00	38,500.00	3.00	2,100.00	
9	390130	HOT MIX ASPHALT	TON	7,900	67.00	529,300.00	60.00	474,000.00	
10	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	4,500	78.75	354,375.00	70.00	315,000.00	
11	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	50	20.80	1,040.00	55.00	2,750.00	
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	4,300	7.20	30,960.00	7.75	33,325.00	
13	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	19	2,340.00	44,460.00	500.00	9,500.00	
14	152390	RELOCATE ROADSIDE SIGN	EA	1	104.00	104.00	100.00	100.00	
15	566011	ROADSIDE SIGN - ONE POST	EA	15	187.00	2,805.00	180.00	2,700.00	
16	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	7	130.00	910.00	125.00	875.00	
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	10,500	0.26	2,730.00	0.25	2,625.00	
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,000	2.34	7,020.00	2.25	6,750.00	
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300	3.10	930.00	3.00	900.00	
20	860811	DETECTOR LOOP	EA	74	200.00	14,800.00	190.00	14,060.00	
21	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	59,000.00	59,000.00	151,260.00	151,260.00	
Base Bid Sub-Total						1,316,514.00		1,367,325.00	

ALTERNATE 1 (MEDIAN IMPROVEMENTS)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
22	000003	REMOVE LANDSCAPING / NON-PRESSURIZED IRRIGATION LATERALS	SQFT	48,000	1.53	73,440.00	0.90	43,200.00
23	000003	FINE GRADING	SQFT	48,000	0.43	20,640.00	0.25	12,000.00
24	000003	4" NATURAL COLOR CONCRETE W/ BROOM FINISH	SQFT	1,500	6.90	10,350.00	5.00	7,500.00
25	000003	6" X 6" FORMED CONCRETE HEADER WITH REBAR	LF	630	16.30	10,269.00	11.00	6,930.00
26	000003	3"-4" LIFT OF ROAD BASE FOR UNDER DG SURFACING	SQFT	6,800	1.03	7,004.00	0.60	4,080.00
27	000003	3" DECOMPOSED GRANITE SURFACING	SQFT	6,800	2.34	15,912.00	2.00	13,600.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Calistoga Drive

Advertised: June 4, 2013 (Agenda Item: 3-50)

Addenda: One (6/20/2013)

Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT No. B8-0669

2				3			
All American Asphalt Corona, CA 92878				Granite Construction Co. Vista, CA 92081			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
28	000003	D RIP VALVE ASSEMBLY - BALL VALVE, FILTER, FITTINGS	EA	2	570.00	1,140.00	1,000.00
29	000003	ELECTRIC CONTROL VALVE - BALL VALVE, FITTINGS	EA	1	490.00	490.00	500.00
30	000003	PURPLE PLASTIC STD RECTILINEAR VB W/ FABRIC, GRAVEL	EA	3	57.00	171.00	1,500.00
31	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 3/4"	LF	50	8.80	440.00	1,000.00
32	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 1"	LF	100	9.40	940.00	2,000.00
33	000003	PURPLE PVC SLEEVING 3" SCH. 40 @ 12" DEPTH	LF	1,450	9.40	13,630.00	14,500.00
Alternate 1 Sub-Total						154,426.00	107,810.00
Items 22-33							

ALTERNATE 2 (UTILITY ADJUSTMENT-EMWD)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
34	152475	ADJUST SEWER MANHOLE	EA	11	780.00	8,580.00	4,950.00
Alternate 2 Sub-Total						8,580.00	4,950.00
Item 34							

ALTERNATE 3 (DE LUZ ROAD SHOULDER WIDENING)

35	150771	REMOVE ASPHALT CONCRETE DIKE	LF	600	1.04	624.00	2.00
36	190101	ROADWAY EXCAVATION	CY	50	121.00	6,050.00	220.00
37	260201	CLASS 2 AGGREGATE BASE	CY	30	180.00	5,400.00	150.00
38	390130	HOT MIX ASPHALT	TON	40	200.00	8,000.00	200.00
39	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	600	10.50	6,300.00	13.00
Alternate 3 Sub-Total						26,374.00	32,500.00
Item 35-39							

Project Total						1,505,894.00	1,512,585.00
Items 1-39							

Riverside County Transportation Department
Summary of Bids

PROJECT: Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Callistoga Drive

Advertised: June 4, 2013 (Agenda Item: 3-50)
Addenda: One (6/20/2013)
Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT No. B8-0669

4				R.J. Noble Company Orange, CA 92856			
BASE BID		CONTRACT ITEM		UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
ITEM NO.	ITEM CODE						
1	066102	DUST ABATEMENT		LS	1	28,000.00	28,000.00
2	074020	WATER POLLUTION CONTROL		LS	1	3,500.00	3,500.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	30,000.00	30,000.00
4	170101	DEVELOP WATER SUPPLY		LS	1	8,000.00	8,000.00
5	160101	CLEARING AND GRUBBING		LS	1	30,000.00	30,000.00
6	152440	ADJUST MANHOLE TO GRADE (STORM DRAIN)		EA	12	575.00	6,900.00
7	190101	ROADWAY EXCAVATION		CY	6,700	35.00	234,500.00
8	260201	CLASS 2 AGGREGATE BASE		CY	700	13.30	9,310.00
9	390130	HOT MIX ASPHALT		TON	7,900	63.00	497,700.00
10	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)		TON	4,500	79.00	355,500.00
11	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)		LF	50	39.00	1,950.00
12	731521	MINOR CONCRETE (SIDEWALK)		SQFT	4,300	7.00	30,100.00
13	731656	CURB RAMP DETECTABLE WARNING SURFACE		EA	19	675.00	12,825.00
14	152390	RELOCATE ROADSIDE SIGN		EA	1	105.00	105.00
15	566011	ROADSIDE SIGN - ONE POST		EA	15	190.00	2,850.00
16	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)		EA	7	130.00	910.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	10,500	0.28	2,730.00
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING		SQFT	3,000	2.35	7,050.00
19	850102	PAVEMENT MARKER (REFLECTIVE)		EA	300	3.15	945.00
20	860811	DETECTOR LOOP		EA	74	200.00	14,800.00
21	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP		LS	1	46,000.00	46,000.00
Base Bid Sub-Total							1,323,675.00
Items 1-21							

ALTERNATE 1 (MEDIAN IMPROVEMENTS)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
22	000003	REMOVE LANDSCAPING / NON-PRESSURIZED IRRIGATION LATERALS	SQFT	48,000	1.52	72,960.00
23	000003	FINE GRADING	SQFT	48,000	0.95	45,600.00
24	000003	4" NATURAL COLOR CONCRETE W/ BROOM FINISH	SQFT	1,500	6.20	9,300.00
25	000003	6" X 6" FORMED CONCRTE HEADER WITH REBAR	LF	630	11.50	7,245.00
26	000003	3"-LIFT OF ROAD BASE FOR UNDER DG SURFACING	SQFT	6,800	0.90	6,120.00
27	000003	3" DECOMPOSED GRANITE SURFACING	SQFT	6,800	2.90	19,720.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Callistoga Drive

Advertised: June 4, 2013 (Agenda Item: 3-50)
Addenda: One (6/20/2013)
Bids Open: 2 pm Date: Wednesday, June 26, 2013

PROJECT No. B8-0669

4

**R.J. Noble Company
Orange, CA 92856**

ALTERNATE 1 (MEDIAN IMPROVEMENTS) (CONTINUED)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
28	000003	D RIP VALVE ASSEMBLY - BALL VALVE, FILTER, FITTINGS	EA	2	340.00	680.00
29	000003	ELECTRIC CONTROL VALVE - BALL VALVE, FITTINGS	EA	1	370.00	370.00
30	000003	PURPLE PLASTIC STD RECTILINEAR VB W/ FABRIC, GRAVEL	EA	3	71.00	213.00
31	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 3/4"	LF	50	2.00	100.00
32	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 1"	LF	100	2.15	215.00
33	000003	PURPLE PVC SLEEVING 3" SCH. 40 @ 12" DEPTH	LF	1,450	5.75	8,337.50
Alternate 1 Sub-Total						170,860.50
Items 22-33						

ALTERNATE 2 (UTILITY ADJUSTMENT-EMWD)

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
34	152475	ADJUST SEWER MANHOLE	EA	11	575.00	6,325.00
Alternate 2 Sub-Total						6,325.00
Item 34						

ALTERNATE 3 (DE LUZ ROAD SHOULDER WIDENING)

35	150771	REMOVE ASPHALT CONCRETE DIKE	LF	600	2.35	1,410.00
36	190101	ROADWAY EXCAVATION	CY	50	145.00	7,250.00
37	260201	CLASS 2 AGGREGATE BASE	CY	30	185.00	5,550.00
38	390130	HOT MIX ASPHALT	TON	40	133.00	5,320.00
39	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	600	10.43	6,258.00
Alternate 3 Sub-Total						25,788.00
Item 35-39						

Project Total

Items 1-39						1,526,648.50
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COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1

Dated June 20, 2013

to the
Specifications and Contract Documents
for the construction of

Murrieta Hot Springs Road
Resurfacing Project
Winchester Road to Calistoga Drive
Project No. B8-0669

Bids Due: **Wednesday, June 26, 2013; 2:00 PM**
14th Street Transportation Annex
3525 14th Street, Riverside, CA 92501
(951) 955-6780

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

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

http://www.rctlma.org/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Revised Proposal.

Refer to "Proposal" pages B3 and B4. Proposal (page B3-B4) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"** (two pages). The following changes have been made to the Proposal Schedule:

- a. Alternate Bid Schedule 3 is added to the proposal and made part thereof. The following bid items have been added to the bid proposal:
 - Item 35, "REMOVE ASPHALT CONCRETE DIKE"
 - Item 36, "ROADWAY EXCAVATION"
 - Item 37, "CLASS 2 AGGREGATE BASE"
 - Item 38, "HOT MIX ASPHALT"
 - Item 39, "PLACE ASPHALT CONCRETE DIKE (TYPE F)"

See Attachment "A", Revised Proposal

Item 2: Liquidated Damages

Refer to section "Liquidated Damages" on page 49. Following paragraph is added to this section and made part thereof:

The Contractor shall diligently prosecute the work to completion on De Luz Road before the expiration of 10 working days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of **\$1,000.00** per day, for each and every calendar day delay in finishing the work on De Luz Road in excess of the number of working days prescribed above.

Item 3: Order of Work

Refer to section "Order of Work" on page 55. Following paragraph is added to this section and made part thereof:

As a first order of work, contractor shall complete construction of De Luz Road within first 10 days of beginning of work in accordance with Notice to Proceed"

Item 4: Remove Asphalt Concrete Dike

The following Special Provision is added to the Contract Documents and made part hereof:

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed. The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Method of Payment

The contract unit price paid per linear foot for Remove asphalt concrete dike shall include full compensation for furnishing all labor, tools, materials, and equipment and doing all the work involved, and no additional compensation will be allowed therefor.

Item 5: Place Asphalt Concrete Dike (Type F).

The following Special Provision is added to the Contract Documents and made part hereof:

Asphalt concrete dikes shall conform to the County Road Improvement Standards And Specifications, as specified and as directed by the Engineer.

The pay quantity of asphalt concrete dikes, the placing of which are to be paid for as a separate item of work in addition to the price paid for the asphalt concrete material.

HMA shall be Type "A" and shall conform to the requirements of Section 39 of the Standard Specifications and aggregate grading shall be three-quarter inch (3/8") maximum.

Asphalt binder to be mixed with the aggregate shall be PG 70-10, or as directed by the Engineer.

Method of Payment

The contract unit bid price paid per linear foot for Asphalt Concrete Dike (Type F), which price shall include full compensation for furnishing all labor, material, tools, and equipment and doing all the work involved complete in place and compacting, and no additional compensation will be allowed therefor.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS:

Item 6: Additional Plan Sheet 3B of 16

A new plan sheet 3B of 16 (L-4) for De Luz Road is being issued with this addendum and made part hereof.

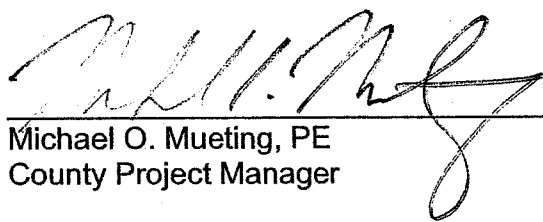
Note: This plan sheet is posted on following website and available for download during the advertisement period.

http://www.rctlma.org/trans/con_bid_advertisements.html

See Attachment "B".


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

Engineering Certification:


Michael O. Mueting, PE
County Project Manager



Approval:

 6/20/13
Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj:sb

**Murrieta Hot Springs Road Resurfacing Project
Winchester Road to Calistoga Drive
Project No. B8-0669**

PROPOSAL (REVISED)

BASE BID

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	170101	DEVELOP WATER SUPPLY	LS	1		
5	160101	CLEARING AND GRUBBING	LS	1		
6	152440	ADJUST MANHOLE TO GRADE (STORM DRAIN)	EA	12		
7	190101	ROADWAY EXCAVATION	CY	6,700		
8	260201	CLASS 2 AGGREGATE BASE	CY	700		
9	390130	HOT MIX ASPHALT	TON	7,900		
10	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	4,500		
11	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	50		
12	731521	MINOR CONCRETE (SIDEWALK)	SQFT	4,300		
13	731656	CURB RAMP DETECTABLE WARNING SURFACE	EA	19		
14	152390	RELOCATE ROADSIDE SIGN	EA	1		
15	566011	ROADSIDE SIGN - ONE POST	EA	15		
16	568001	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	7		
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	10,500		
18	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,000		
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	300		
20	860811	DETECTOR LOOP	EA	74		
21	760090	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1		

Base Bid
Sub Total:
Items 1-21

\$ _____

"WORDS"

ALTERNATE 1 (MEDIAN IMPROVEMENTS)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
22	000003	REMOVE LANDSCAPING / NON-PRESSURIZED IRRIGATION LATERALS	SQFT	48,000		
23	000003	FINE GRADING	SQFT	48,000		
24	000003	4" NATURAL COLOR CONCRETE W/ BROOM FINISH	SQFT	1,500		
25	000003	6" X 6" FORMED CONCRTE HEADER WITH REBAR	LF	630		
26	000003	3"+ LIFT OF ROAD BASE FOR UNDER DG SURFACING	SQFT	6,800		
27	000003	3" DECOMPOSED GRANITE SURFACING	SQFT	6,800		
28	000003	DRIP VALVE ASSEMBLY - BALL VALVE, FILTER, FITTINGS	EA	2		
29	000003	ELECTRIC CONTROL VALVE - BALL VALVE, FITTINGS	EA	1		
30	000003	PURPLE PLASTIC STD RECTILINEAR VB W/ FABRIC, GRAVEL	EA	3		
31	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 3/4"	LF	50		
32	000003	PURPLE NON PRESSURE LATERAL LINE - SCH 40 1"	LF	100		
33	000003	PURPLE PVC SLEEVING 3" SCH. 40 @ 12" DEPTH	LF	1,450		

Alt. 1 Bid _____ \$ _____
 Sub Total: _____
 Items 22-33 "WORDS"

ALTERNATE 2 (UTILITY ADJUSTMENTS-EMWD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
34	152440	ADJUST SEWER MANHOLE TO GRADE	EA	11		

Alt. 2 Bid _____ \$ _____
 Item 34 "WORDS"

ALTERNATE 3 (DE LUZ ROAD SHOULDER WIDENING)*

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
35	150771	REMOVE ASPHALT CONCRETE DIKE	LF	600		
36	190101	ROADWAY EXCAVATION	CY	50		
37	260201	CLASS 2 AGGREGATE BASE	CY	30		
38	390130	HOT MIX ASPHALT	TON	40		
39	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	LF	600		

Alt. 3 Bid _____ \$ _____
 Item 35-39 "WORDS"

Project Total: _____ \$ _____
 Items 1-39 "WORDS"

*Note: See Instructions to Bidders (Page A3). "Like Bid Item" bidding requirement does not apply to this project.

