

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 5/29/15

Departmental Concurrence

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



156


FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 May 9, 2015

SUBJECT: Accept the Low Bid and Award the Contract for the Construction of Pyrite Street Sidewalk Improvement Project between Galena Street and Mission Boulevard in the City of Jurupa Valley. 2nd District; [\$595,000- Construction Cost]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior the April 6, 2016, bid opening; and
2. Accept the low bid of Hardy and Harper, Inc. of Santa Ana, CA in the amount of \$595,000; and
3. Award the contract to Hardy and Harper, Inc. and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the project's proposed budget as shown on Attachment "A."


 Patricia Romo
 Director of Transportation

JCP:jj:rr

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (Per Exec. Office) |
|------------------------|----------------------|-------------------|-------------|---------------|---|
| COST | \$ 595,000 | \$ 0 | \$ 595,000 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: City of Jurupa Valley (23%) and State – Active Transportation Program (ATP) (77%). There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

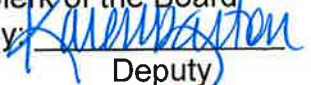
APPROVE
 BY: 
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 12, 2016
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 3/15/16, Item 3-22;
 3/24/15. Item 3-38

District: 2

Agenda Number:

3-51

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

FORM 11: Accept the Low Bid and Award the Contract for the Construction of Pyrite Street Sidewalk Improvement Project between Galena Street and Mission Boulevard in the City of Jurupa Valley. 2nd District; [\$595,000- Construction Cost]; Local Funds 100%

DATE: May 9, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

By Minute Order dated March 15, 2016 (Agenda Item 3-22), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Pyrite Street Sidewalk Improvement Project in the City of Jurupa Valley.

The purpose of this project is to provide a safer pedestrian and bicycle path for travel to and from the Glen Avon Elementary School. Pyrite Street is an existing major arterial facility (two lanes in each direction) and lacks continuous curb, gutter and sidewalk on both sides between Mission Boulevard and Galena Street.

In August 2014, the City of Jurupa Valley (City) successfully competed to receive Active Transportation Program (ATP) funds for this project. Although the project is located within the City, the City does not yet have authority to administer federal or state funded projects with the California Department of Transportation (Caltrans). The County of Riverside (County) agreed to act as the lead agency on behalf of the City for the project administration, development and implementation of construction. On March 24, 2015 (Agenda Item 3-38), the Board of Supervisors (Board) approved the Cooperative Agreement between the County and the City for Pyrite Street Sidewalk Improvement Project. Amendment Number 1 to the Cooperative Agreement is a companion item on this agenda and is for approval of construction phase funds.

The proposed improvements on Pyrite Street will extend the existing curb, gutter and sidewalk on the east side of the street from its existing limit just north of Glen Avon Elementary School to Mission Boulevard and install new sidewalk on the west side of the street between Mission Boulevard and Galena Street. Americans with Disabilities Act (ADA) compliant ramps at all intersections along the project will be installed and an enhanced crosswalk at the intersection of Pyrite Street and Cassidy Circle will be constructed to include solar LED flashers and pedestrian push buttons.

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

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

Project Number: C5-0081

A companion item appears on the Board of Supervisors Agenda this same day.

Impact on Residents and Businesses

The project is located within the City of Jurupa Valley, and the proposed improvements will improve pedestrian safety, reduce traffic congestion, and enhance operational efficiency around Glen Avon Elementary School that is consistent with the City's General Plan Circulation Element.

The work is scheduled to begin in July 2016 and expected to finish in September 2016. The work will be phased to keep the road open during construction and will take approximately two months to complete. The Contractor will be required to coordinate the construction with the City of Jurupa Valley, Jurupa Unified School District, and the Postmaster for mail delivery.

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

FORM 11: Accept the Low Bid and Award the Contract for the Construction of Pyrite Street Sidewalk Improvement Project between Galena Street and Mission Boulevard in the City of Jurupa Valley. 2nd District; [\$595,000- Construction Cost]; Local Funds 100%

DATE: May 9, 2015

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Hardy and Harper, Inc. for the total amount of \$595,000. The project is funded with City of Jurupa Valley local funds, and State Active Transportation Program (ATP) funds. The City was awarded the ATP funds through a statewide competitive process.

The proposed budget as shown on attachment "A" includes the contract award amount and other associated costs.

There are no General Funds used in this project.

Contract History and Price Reasonableness

Ten bids were received on April 6, 2016, ranging from \$595,000 to \$777,560. The basis for the selection of a contractor is the lowest responsive and responsible bid.

The lowest responsive and responsible bid was submitted by Hardy and Harper, Inc. in the amount of \$595,000 which is \$55,000 (8.5%) lower than the Engineer's Estimate.

ATTACHMENTS:

- Vicinity Map
- Attachment A
- Contract/Lease/Purchase Summary Data
- Summary of Bids
- Addendum No. 1
- Contract
- Bid Proposal (Hardy and Harper, Inc.)

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 |
|-------------------------|----------------------------------|

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: \$ 595,000.00 to \$ 777,560.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 595,000.00 to \$ 777,560.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

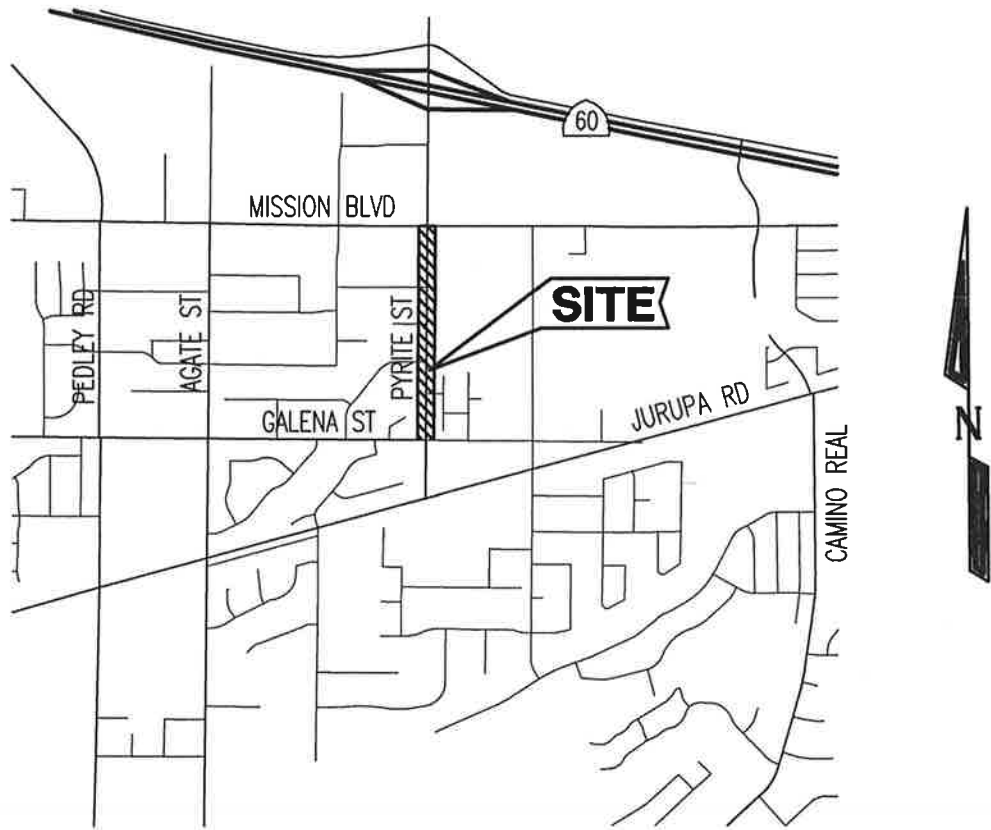
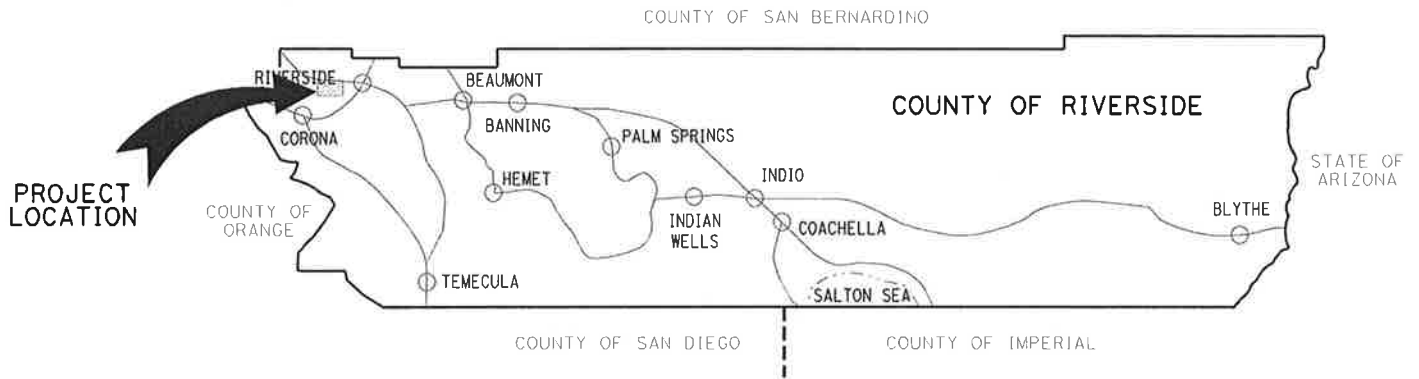
1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

Pyrite Street
Sidewalk Improvement Project
Between Galena Street and Mission Boulevard
Project No. C5-0081



VICINITY MAP

NTS
SECTION 11-13, T. 2 S., R. 6 W.

Attachment "A"

Riverside County Transportation Department

Project: **PYRITE STREET - CITY OF JURUPA VALLEY
SIDEWALK PROJECT - REVISED WITH HARDY & HARPER BID 4-6-2016**

Project No.(s): **C5-0081**

Expenses as of: **4/28/2016**

Project Costs

| Activity | Incurred Costs | Projected Costs | Total Costs | Existing Budget | Proposed Budget |
|--|----------------|-----------------|----------------|-----------------|-----------------|
| A Preliminary Survey | 3,322 | | 4,000 | 42,000 | 4,000 |
| C Environmental | | | | 3,000 | |
| B Design 22.3% | 74,685 | 71,000 | 146,000 | 105,000 | 146,000 |
| D Right-of-way Utilities | | | | | |
| E Construction | | 595,000 | | 495,000 | |
| Construction Contingency 10.0% | | 59,500 | 655,000 | | 655,000 |
| F Construction Engineering & Inspection 15.0% | 1,570 | 99,000 | 99,000 | 63,000 | 99,000 |
| G Construction Survey 5.0% | | 33,000 | 33,000 | 28,000 | 33,000 |
| Totals: | 79,577 | 857,500 | 937,000 | 736,000 | 937,000 |

Project Funding

| Code | Name | Existing Budget | Proposed Budget |
|---------------|--|-----------------|-----------------|
| 156 | Active Transportation Plan (ATP) - Federal | \$ 665,000 | \$ 665,000 |
| 731 | City of Jurupa Valley | \$ 71,000 | \$ 272,000 |
| Totals | | 736,000 | 937,000 |

Comments

Riverside County Transportation Department
Summary of Bids

PROJECT:
 Pyrite Street, Sidewalk Improvement Project
 Between Galena Street and Mission Boulevard
 City of Jurupa Valley
 Project No. C5-0081

Advertised: March 15, 2016 (Agenda Item: 3-22)
 Addenda: 1 (3/31/2016)
 Bids Open: 2 pm Date: Wednesday, April 6, 2016

| BASE BID SCHEDULE | | COUNTY'S ESTIMATE | | | | 1 | | |
|----------------------------|-----------|---|-------|----------|------------|-------------------|----------------|-------------------|
| ITEM NO. | ITEM CODE | CONTRACT ITEM | UNITS | QUANTITY | UNIT PRICE | ENG ESTIMATE | BID UNIT PRICE | BID ESTIMATE |
| 1 | 066102 | DUST ABATEMENT | LS | 1 | 3,000.00 | 3,000.00 | 13,000.00 | 13,000.00 |
| 2 | 074020 | WATER POLLUTION CONTROL | LS | 1 | 3,000.00 | 3,000.00 | 9,069.20 | 9,069.20 |
| 3 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 30,000.00 | 30,000.00 | 38,000.00 | 38,000.00 |
| 4 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 2,500.00 | 2,500.00 | 4,000.00 | 4,000.00 |
| 5 | 160101 | CLEARING AND GRUBBING | LS | 1 | 5,000.00 | 5,000.00 | 38,000.00 | 38,000.00 |
| 6 | 015602 | PROJECT FUNDING IDENTIFICATION SIGN | EA | 2 | 1,500.00 | 3,000.00 | 800.00 | 1,600.00 |
| 7 | 066578 | PORTABLE CHANGEABLE MESSAGE SIGNS | EA | 2 | 2,500.00 | 5,000.00 | 1,500.00 | 3,000.00 |
| 8 | 066565 | RELOCATE SIGN | EA | 18 | 250.00 | 4,500.00 | 100.00 | 1,800.00 |
| 9 | 152370 | RELOCATE MAILBOX | EA | 1 | 200.00 | 200.00 | 800.00 | 800.00 |
| 10 | 190101 | ROADWAY EXCAVATION | CY | 1,810 | 40.00 | 72,400.00 | 38.38 | 69,467.80 |
| 11 | 011901 | SELECT NATIVE MATERIAL | CY | 300 | 40.00 | 12,000.00 | 52.50 | 15,750.00 |
| 12 | 260201 | CLASS 2 AGGREGATE BASE | CY | 910 | 45.00 | 40,950.00 | 42.50 | 38,675.00 |
| 13 | 390130 | HOT MIX ASPHALT | TON | 750 | 75.00 | 56,250.00 | 77.00 | 57,750.00 |
| 14 | 013903 | PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") | LF | 150 | 5.00 | 750.00 | 20.00 | 3,000.00 |
| 15 | 017304 | MINOR CONCRETE (CURB AND GUTTER) (CRS 200) | LF | 3,450 | 20.00 | 69,000.00 | 20.00 | 69,000.00 |
| 16 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | EA | 5 | 2,500.00 | 12,500.00 | 3,000.00 | 15,000.00 |
| 17 | 017303 | MINOR CONCRETE (SPANDREL) (CRS 209) | SQFT | 3,515 | 20.00 | 70,300.00 | 7.00 | 24,605.00 |
| 18 | 017302 | MINOR CONCRETE (CROSS-GUTTER) (CRS 209) | SQFT | 1,900 | 20.00 | 38,000.00 | 7.00 | 13,300.00 |
| 19 | 017315 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) | EA | 10 | 3,500.00 | 35,000.00 | 2,650.00 | 26,500.00 |
| 20 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | EA | 3 | 3,000.00 | 9,000.00 | 2,650.00 | 7,950.00 |
| 21 | 731623 | MINOR CONCRETE (CURB RAMP) | EA | 1 | 3,000.00 | 3,000.00 | 2,650.00 | 2,650.00 |
| 22 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 18,300 | 5.00 | 91,500.00 | 3.21 | 58,743.00 |
| 23 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | SQFT | 150 | 10.00 | 1,500.00 | 12.00 | 1,800.00 |
| 24 | 150710 | REMOVE TRAFFIC STRIPE | LF | 5,400 | 1.00 | 5,400.00 | 0.55 | 2,970.00 |
| 25 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,000 | 5.00 | 5,000.00 | 3.77 | 3,770.00 |
| 26 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 16,100 | 0.50 | 8,050.00 | 0.30 | 4,830.00 |
| 27 | 597401 | PAINT CURB (2-COAT) | LF | 1,000 | 2.00 | 2,000.00 | 0.77 | 770.00 |
| 28 | 850102 | PAVEMENT MARKER (REFLECTIVE) | EA | 240 | 5.00 | 1,200.00 | 5.00 | 1,200.00 |
| 29 | 860601 | FLASHING BEACON | EA | 2 | 15,000.00 | 30,000.00 | 19,000.00 | 38,000.00 |
| 30 | 010602 | MISCELLANEOUS WORK (AS DIRECTED) | FA | 1 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 |
| TOTAL, ITEMS 1 - 30 | | | | | | 650,000.00 | | 595,000.00 |

Riverside County Transportation Department
Summary of Bids

PROJECT:
 Pyrite Street, Sidewalk Improvement Project
 Between Galena Street and Mission Boulevard
 City of Jurupa Valley
 Project No. C5-0081

Advertised: March 15, 2016 (Agenda Item: 3-22)
 Addenda: 1 (3/31/2016)
 Bids Open: 2 pm Date: Wednesday, April 6, 2016

| BASE BID SCHEDULE | | 2 | | 3 | | | | | | |
|----------------------------|-----------|---|-------|----------|---|----------------|-------------------|--|----------------|--------------|
| ITEM NO. | ITEM CODE | CONTRACT ITEM | UNITS | QUANTITY | Mamco Inc. dba Alabbasi Perris, CA 92571 | BID UNIT PRICE | BID ESTIMATE | Dalian Construction, Inc. Bakersfield, CA 93305 | BID UNIT PRICE | BID ESTIMATE |
| 1 | 066102 | DUST ABATEMENT | LS | 1 | 6,000.00 | 6,000.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 |
| 2 | 074020 | WATER POLLUTION CONTROL | LS | 1 | 16,000.00 | 16,000.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 |
| 3 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 9,600.00 | 9,600.00 | 7,500.00 | 7,500.00 | 7,500.00 | 7,500.00 |
| 4 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 6,500.00 | 6,500.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 |
| 5 | 160101 | CLEARING AND GRUBBING | LS | 1 | 21,748.00 | 21,748.00 | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 |
| 6 | 015602 | PROJECT FUNDING IDENTIFICATION SIGN | EA | 2 | 800.00 | 1,600.00 | 500.00 | 500.00 | 1,000.00 | 1,000.00 |
| 7 | 066578 | PORTABLE CHANGEABLE MESSAGE SIGNS | EA | 2 | 1,600.00 | 3,200.00 | 300.00 | 300.00 | 600.00 | 600.00 |
| 8 | 066565 | RELOCATE SIGN | EA | 18 | 110.00 | 1,980.00 | 250.00 | 250.00 | 4,500.00 | 4,500.00 |
| 9 | 152370 | RELOCATE MAILBOX | EA | 1 | 380.00 | 380.00 | 200.00 | 200.00 | 200.00 | 200.00 |
| 10 | 190101 | ROADWAY EXCAVATION | CY | 1,810 | 62.00 | 112,220.00 | 34.92 | 34.92 | 63,205.20 | 63,205.20 |
| 11 | 011901 | SELECT NATIVE MATERIAL | CY | 300 | 80.00 | 24,000.00 | 50.00 | 50.00 | 15,000.00 | 15,000.00 |
| 12 | 260201 | CLASS 2 AGGREGATE BASE | CY | 910 | 40.00 | 36,400.00 | 61.70 | 61.70 | 56,147.00 | 56,147.00 |
| 13 | 390130 | HOT MIX ASPHALT | TON | 750 | 91.00 | 68,250.00 | 130.00 | 130.00 | 97,500.00 | 97,500.00 |
| 14 | 013903 | PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") | LF | 150 | 27.00 | 4,050.00 | 16.67 | 16.67 | 2,500.50 | 2,500.50 |
| 15 | 017304 | MINOR CONCRETE (CURB AND GUTTER) (CRS 200) | LF | 3,450 | 18.00 | 62,100.00 | 26.49 | 26.49 | 91,390.50 | 91,390.50 |
| 16 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | EA | 5 | 500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 12,500.00 | 12,500.00 |
| 17 | 017303 | MINOR CONCRETE (SPANDREL) (CRS 209) | SQFT | 3,515 | 8.00 | 28,120.00 | 13.49 | 13.49 | 47,417.35 | 47,417.35 |
| 18 | 017302 | MINOR CONCRETE (CROSS-GUTTER) (CRS 209) | SQFT | 1,900 | 9.00 | 17,100.00 | 13.00 | 13.00 | 24,700.00 | 24,700.00 |
| 19 | 017315 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) | EA | 10 | 2,000.00 | 20,000.00 | 3,880.00 | 3,880.00 | 38,800.00 | 38,800.00 |
| 20 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | EA | 3 | 1,600.00 | 4,800.00 | 4,000.00 | 4,000.00 | 12,000.00 | 12,000.00 |
| 21 | 731623 | MINOR CONCRETE (CURB RAMP) | EA | 1 | 1,600.00 | 1,600.00 | 4,500.00 | 4,500.00 | 4,500.00 | 4,500.00 |
| 22 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 18,300 | 4.20 | 76,860.00 | 3.50 | 3.50 | 64,050.00 | 64,050.00 |
| 23 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | SQFT | 150 | 6.00 | 900.00 | 6.00 | 6.00 | 900.00 | 900.00 |
| 24 | 150710 | REMOVE TRAFFIC STRIPE | LF | 5,400 | 0.60 | 3,240.00 | 1.39 | 1.39 | 7,506.00 | 7,506.00 |
| 25 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,000 | 4.00 | 4,000.00 | 6.50 | 6.50 | 6,500.00 | 6,500.00 |
| 26 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 16,100 | 0.30 | 4,830.00 | 1.30 | 1.30 | 20,930.00 | 20,930.00 |
| 27 | 597401 | PAINT CURB (2-COAT) | LF | 1,000 | 1.00 | 1,000.00 | 2.50 | 2.50 | 2,500.00 | 2,500.00 |
| 28 | 850102 | PAVEMENT MARKER (REFLECTIVE) | EA | 240 | 3.00 | 720.00 | 2.09 | 2.09 | 501.60 | 501.60 |
| 29 | 860601 | FLASHING BEACON | EA | 2 | 14,600.00 | 29,200.00 | 250.00 | 250.00 | 500.00 | 500.00 |
| 30 | 010602 | MISCELLANEOUS WORK (AS DIRECTED) | FA | 1 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 |
| TOTAL, ITEMS 1 - 30 | | | | | | | 598,898.00 | 624,848.15 | | |

Riverside County Transportation Department
Summary of Bids

PROJECT:
Pyrite Street, Sidewalk Improvement Project
Between Galena Street and Mission Boulevard
City of Jurupa Valley
Project No. C5-0081

Advertised: March 15, 2016 (Agenda Item: 3-22)
Addenda: 1 (3/31/2016)
Bids Open: 2 pm Date: Wednesday, April 6, 2016

| BASE BID SCHEDULE | | 4 | | | 5 | | | |
|----------------------------|-----------|---|-------|----------|---|-------------------|--|-------------------|
| ITEM NO. | ITEM CODE | CONTRACT ITEM | UNITS | QUANTITY | Hillcrest Contracting Corona, CA 92878 BID UNIT PRICE | BID ESTIMATE | All American Asphalt Corona, CA 92878 BID UNIT PRICE | BID ESTIMATE |
| 1 | 066102 | DUST ABATEMENT | LS | 1 | 3,000.00 | 3,000.00 | 1,000.00 | 1,000.00 |
| 2 | 074020 | WATER POLLUTION CONTROL | LS | 1 | 8,300.00 | 8,300.00 | 4,000.00 | 4,000.00 |
| 3 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 33,200.00 | 33,200.00 | 50,000.00 | 50,000.00 |
| 4 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 |
| 5 | 160101 | CLEARING AND GRUBBING | LS | 1 | 3,000.00 | 3,000.00 | 5,000.00 | 5,000.00 |
| 6 | 015602 | PROJECT FUNDING IDENTIFICATION SIGN | EA | 2 | 770.00 | 1,540.00 | 1,300.00 | 2,600.00 |
| 7 | 066578 | PORTABLE CHANGEABLE MESSAGE SIGNS | EA | 2 | 2,760.00 | 5,520.00 | 5,000.00 | 10,000.00 |
| 8 | 066565 | RELOCATE SIGN | EA | 18 | 105.00 | 1,890.00 | 105.00 | 1,890.00 |
| 9 | 152370 | RELOCATE MAILBOX | EA | 1 | 230.00 | 230.00 | 1,000.00 | 1,000.00 |
| 10 | 190101 | ROADWAY EXCAVATION | CY | 1,810 | 49.00 | 88,690.00 | 77.00 | 139,370.00 |
| 11 | 011901 | SELECT NATIVE MATERIAL | CY | 300 | 165.00 | 49,500.00 | 142.00 | 42,600.00 |
| 12 | 260201 | CLASS 2 AGGREGATE BASE | CY | 910 | 73.00 | 66,430.00 | 39.00 | 35,490.00 |
| 13 | 390130 | HOT MIX ASPHALT | TON | 750 | 132.00 | 99,000.00 | 70.00 | 52,500.00 |
| 14 | 013903 | PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") | LF | 150 | 15.00 | 2,250.00 | 20.00 | 3,000.00 |
| 15 | 017304 | MINOR CONCRETE (CURB AND GUTTER) (CRS 200) | LF | 3,450 | 24.20 | 83,490.00 | 24.00 | 82,800.00 |
| 16 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | EA | 5 | 820.00 | 4,100.00 | 900.00 | 4,500.00 |
| 17 | 017303 | MINOR CONCRETE (SPANDREL) (CRS 209) | SQFT | 3,515 | 7.00 | 24,605.00 | 9.65 | 33,919.75 |
| 18 | 017302 | MINOR CONCRETE (CROSS-GUTTER) (CRS 209) | SQFT | 1,900 | 7.00 | 13,300.00 | 9.65 | 18,335.00 |
| 19 | 017315 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) | EA | 10 | 2,500.00 | 25,000.00 | 3,200.00 | 32,000.00 |
| 20 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | EA | 3 | 760.00 | 2,280.00 | 2,000.00 | 6,000.00 |
| 21 | 731623 | MINOR CONCRETE (CURB RAMP) | EA | 1 | 1,750.00 | 1,750.00 | 2,500.00 | 2,500.00 |
| 22 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 18,300 | 4.00 | 73,200.00 | 4.50 | 82,350.00 |
| 23 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | SQFT | 150 | 3.90 | 585.00 | 8.00 | 1,200.00 |
| 24 | 150710 | REMOVE TRAFFIC STRIPE | LF | 5,400 | 0.55 | 2,970.00 | 0.55 | 2,970.00 |
| 25 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,000 | 3.70 | 3,700.00 | 3.60 | 3,600.00 |
| 26 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 16,100 | 0.27 | 4,347.00 | 0.27 | 4,347.00 |
| 27 | 597401 | PAINT CURB (2-COAT) | LF | 1,000 | 0.73 | 730.00 | 0.70 | 700.00 |
| 28 | 850102 | PAVEMENT MARKER (REFLECTIVE) | EA | 240 | 2.85 | 684.00 | 2.80 | 672.00 |
| 29 | 860601 | FLASHING BEACON | EA | 2 | 17,800.00 | 35,600.00 | 17,000.00 | 34,000.00 |
| 30 | 010602 | MISCELLANEOUS WORK (AS DIRECTED) | FA | 1 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 |
| TOTAL, ITEMS 1 - 30 | | | | | | 670,891.00 | | 690,343.75 |

Riverside County Transportation Department
Summary of Bids

PROJECT:
Pyrite Street, Sidewalk Improvement Project
Between Galena Street and Mission Boulevard
City of Jurupa Valley
Project No. C5-0081

Advertised: March 15, 2016 (Agenda Item: 3-22)
Addenda: 1 (3/31/2016)
Bids Open: 2 pm Date: Wednesday, April 6, 2016

| BASE BID SCHEDULE | | 6 | | 7 | | |
|----------------------------|-----------|---|-------|----------|---|---|
| ITEM NO. | ITEM CODE | CONTRACT ITEM | UNITS | QUANTITY | EBS General Engineering, Inc. Corona, CA 92878 | C.S.Lagacy Construction, Inc. Pomona, CA 91766 |
| | | | | | BID UNIT PRICE | BID ESTIMATE |
| 1 | 066102 | DUST ABATEMENT | LS | 1 | 10,000.00 | 7,675.00 |
| 2 | 074020 | WATER POLLUTION CONTROL | LS | 1 | 2,500.00 | 4,281.00 |
| 3 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 25,000.00 | 5,496.00 |
| 4 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 2,000.00 | 1,213.00 |
| 5 | 160101 | CLEARING AND GRUBBING | LS | 1 | 10,000.00 | 7,318.00 |
| 6 | 015602 | PROJECT FUNDING IDENTIFICATION SIGN | EA | 2 | 1,200.00 | 674.00 |
| 7 | 066578 | PORTABLE CHANGEABLE MESSAGE SIGNS | EA | 2 | 4,000.00 | 2,669.00 |
| 8 | 066565 | RELOCATE SIGN | EA | 18 | 150.00 | 122.00 |
| 9 | 152370 | RELOCATE MAILBOX | EA | 1 | 300.00 | 180.00 |
| 10 | 190101 | ROADWAY EXCAVATION | CY | 1,810 | 125.00 | 226,250.00 |
| 11 | 011901 | SELECT NATIVE MATERIAL | CY | 300 | 45.00 | 13,500.00 |
| 12 | 260201 | CLASS 2 AGGREGATE BASE | CY | 910 | 45.00 | 40,950.00 |
| 13 | 390130 | HOT MIX ASPHALT | TON | 750 | 85.00 | 63,750.00 |
| 14 | 013903 | PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") | LF | 150 | 10.00 | 1,500.00 |
| 15 | 017304 | MINOR CONCRETE (CURB AND GUTTER) (CRS 200) | LF | 3,450 | 19.00 | 65,550.00 |
| 16 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | EA | 5 | 3,000.00 | 15,000.00 |
| 17 | 017303 | MINOR CONCRETE (SPANDREL) (CRS 209) | SQFT | 3,515 | 8.00 | 28,120.00 |
| 18 | 017302 | MINOR CONCRETE (CROSS-GUTTER) (CRS 209) | SQFT | 1,900 | 8.00 | 15,200.00 |
| 19 | 017315 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) | EA | 10 | 2,000.00 | 20,000.00 |
| 20 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | EA | 3 | 2,000.00 | 6,000.00 |
| 21 | 731623 | MINOR CONCRETE (CURB RAMP) | EA | 1 | 2,000.00 | 2,000.00 |
| 22 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 18,300 | 3.00 | 54,900.00 |
| 23 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | SQFT | 150 | 10.00 | 1,500.00 |
| 24 | 150710 | REMOVE TRAFFIC STRIPE | LF | 5,400 | 1.00 | 5,400.00 |
| 25 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,000 | 4.65 | 4,650.00 |
| 26 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 16,100 | 0.50 | 8,050.00 |
| 27 | 597401 | PAINT CURB (2-COAT) | LF | 1,000 | 1.65 | 1,650.00 |
| 28 | 850102 | PAVEMENT MARKER (REFLECTIVE) | EA | 240 | 6.00 | 1,440.00 |
| 29 | 860601 | FLASHING BEACON | EA | 2 | 20,000.00 | 40,000.00 |
| 30 | 010602 | MISCELLANEOUS WORK (AS DIRECTED) | FA | 1 | 30,000.00 | 30,000.00 |
| TOTAL, ITEMS 1 - 30 | | | | | 708,310.00 | 717,037.00 |

Riverside County Transportation Department
Summary of Bids

PROJECT:
 Pyrite Street, Sidewalk Improvement Project
 Between Galena Street and Mission Boulevard
 City of Jurupa Valley
 Project No. C5-0081

Advertised: March 15, 2016 (Agenda Item: 3-22)
 Addenda: 1 (3/31/2016)
 Bids Open: 2 pm Date: Wednesday, April 6, 2016

| BASE BID SCHEDULE | | | 8 | | | 9 | | |
|----------------------------|-----------|---|-------|----------|----------------|-------------------|----------------|-------------------|
| ITEM NO. | ITEM CODE | CONTRACT ITEM | UNITS | QUANTITY | BID UNIT PRICE | BID ESTIMATE | BID UNIT PRICE | BID ESTIMATE |
| 1 | 066102 | DUST ABATEMENT | LS | 1 | 10,000.00 | 10,000.00 | 5,000.00 | 5,000.00 |
| 2 | 074020 | WATER POLLUTION CONTROL | LS | 1 | 20,000.00 | 20,000.00 | 25,000.00 | 25,000.00 |
| 3 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 20,000.00 | 20,000.00 | 124,587.75 | 124,587.75 |
| 4 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 5,000.00 | 5,000.00 | 2,000.00 | 2,000.00 |
| 5 | 160101 | CLEARING AND GRUBBING | LS | 1 | 9,500.00 | 9,500.00 | 5,000.00 | 5,000.00 |
| 6 | 015602 | PROJECT FUNDING IDENTIFICATION SIGN | EA | 2 | 500.00 | 1,000.00 | 5,000.00 | 10,000.00 |
| 7 | 066578 | PORTABLE CHANGEABLE MESSAGE SIGNS | EA | 2 | 2,500.00 | 5,000.00 | 3,000.00 | 6,000.00 |
| 8 | 066565 | RELOCATE SIGN | EA | 18 | 120.00 | 2,160.00 | 115.00 | 2,070.00 |
| 9 | 152370 | RELOCATE MAILBOX | EA | 1 | 120.00 | 120.00 | 265.00 | 265.00 |
| 10 | 190101 | ROADWAY EXCAVATION | CY | 1,810 | 58.50 | 105,885.00 | 38.00 | 68,780.00 |
| 11 | 011901 | SELECT NATIVE MATERIAL | CY | 300 | 118.00 | 35,400.00 | 65.00 | 19,500.00 |
| 12 | 260201 | CLASS 2 AGGREGATE BASE | CY | 910 | 80.00 | 72,800.00 | 52.00 | 47,320.00 |
| 13 | 390130 | HOT MIX ASPHALT | TON | 750 | 100.00 | 75,000.00 | 100.00 | 75,000.00 |
| 14 | 013903 | PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") | LF | 150 | 30.00 | 4,500.00 | 29.00 | 4,350.00 |
| 15 | 017304 | MINOR CONCRETE (CURB AND GUTTER) (CRS 200) | LF | 3,450 | 20.00 | 69,000.00 | 32.00 | 110,400.00 |
| 16 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | EA | 5 | 1,500.00 | 7,500.00 | 2,350.00 | 11,750.00 |
| 17 | 017303 | MINOR CONCRETE (SPANDREL) (CRS 209) | SQFT | 3,515 | 13.00 | 45,695.00 | 7.15 | 25,132.25 |
| 18 | 017302 | MINOR CONCRETE (CROSS-GUTTER) (CRS 209) | SQFT | 1,900 | 12.00 | 22,800.00 | 7.15 | 13,585.00 |
| 19 | 017315 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) | EA | 10 | 1,880.00 | 18,800.00 | 3,950.00 | 39,500.00 |
| 20 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | EA | 3 | 1,880.00 | 5,640.00 | 3,950.00 | 11,850.00 |
| 21 | 731623 | MINOR CONCRETE (CURB RAMP) | EA | 1 | 1,880.00 | 1,880.00 | 3,950.00 | 3,950.00 |
| 22 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 18,300 | 5.50 | 100,650.00 | 4.00 | 73,200.00 |
| 23 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | SQFT | 150 | 5.50 | 825.00 | 17.50 | 2,625.00 |
| 24 | 150710 | REMOVE TRAFFIC STRIPE | LF | 5,400 | 0.63 | 3,402.00 | 0.60 | 3,240.00 |
| 25 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,000 | 4.20 | 4,200.00 | 3.70 | 3,700.00 |
| 26 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 16,100 | 0.32 | 5,152.00 | 0.25 | 4,025.00 |
| 27 | 597401 | PAINT CURB (2-COAT) | LF | 1,000 | 0.85 | 850.00 | 0.75 | 750.00 |
| 28 | 850102 | PAVEMENT MARKER (REFLECTIVE) | EA | 240 | 3.25 | 780.00 | 3.00 | 720.00 |
| 29 | 860601 | FLASHING BEACON | EA | 2 | 22,000.00 | 44,000.00 | 17,500.00 | 35,000.00 |
| 30 | 010602 | MISCELLANEOUS WORK (AS DIRECTED) | FA | 1 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 |
| TOTAL, ITEMS 1 - 30 | | | | | | 727,539.00 | | 764,300.00 |

**Riverside County Transportation Department
Summary of Bids**

PROJECT:
Pyrite Street, Sidewalk Improvement Project
Between Galena Street and Mission Boulevard
City of Jurupa Valley
Project No. C5-0081

Advertised: March 15, 2016 (Agenda Item: 3-22)
Addenda: 1 (3/31/2016)
Bids Open: 2 pm Date: Wednesday, April 6, 2016

| BASE BID SCHEDULE | | 10 | | | | R-JS General Construction Riverside, CA 92501 | |
|----------------------------|-----------|---|-------|----------|----------------|--|--|
| ITEM NO. | ITEM CODE | CONTRACT ITEM | UNITS | QUANTITY | BID UNIT PRICE | BID ESTIMATE | |
| 1 | 066102 | DUST ABATEMENT | LS | 1 | 15,000.00 | 15,000.00 | |
| 2 | 074020 | WATER POLLUTION CONTROL | LS | 1 | 15,000.00 | 15,000.00 | |
| 3 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 15,000.00 | 15,000.00 | |
| 4 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 10,000.00 | 10,000.00 | |
| 5 | 160101 | CLEARING AND GRUBBING | LS | 1 | 62,000.00 | 62,000.00 | |
| 6 | 015602 | PROJECT FUNDING IDENTIFICATION SIGN | EA | 2 | 1,700.00 | 3,400.00 | |
| 7 | 066578 | PORTABLE CHANGEABLE MESSAGE SIGNS | EA | 2 | 1,800.00 | 3,600.00 | |
| 8 | 066565 | RELOCATE SIGN | EA | 18 | 150.00 | 2,700.00 | |
| 9 | 152370 | RELOCATE MAILBOX | EA | 1 | 200.00 | 200.00 | |
| 10 | 190101 | ROADWAY EXCAVATION | CY | 1,810 | 55.00 | 99,550.00 | |
| 11 | 011901 | SELECT NATIVE MATERIAL | CY | 300 | 40.00 | 12,000.00 | |
| 12 | 260201 | CLASS 2 AGGREGATE BASE | CY | 910 | 50.00 | 45,500.00 | |
| 13 | 390130 | HOT MIX ASPHALT | TON | 750 | 95.00 | 71,250.00 | |
| 14 | 013903 | PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") | LF | 150 | 25.00 | 3,750.00 | |
| 15 | 017304 | MINOR CONCRETE (CURB AND GUTTER) (CRS 200) | LF | 3,450 | 38.00 | 131,100.00 | |
| 16 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | EA | 5 | 1,500.00 | 7,500.00 | |
| 17 | 017303 | MINOR CONCRETE (SPANDREL) (CRS 209) | SQFT | 3,515 | 12.00 | 42,180.00 | |
| 18 | 017302 | MINOR CONCRETE (CROSS-GUTTER) (CRS 209) | SQFT | 1,900 | 15.00 | 28,500.00 | |
| 19 | 017315 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) | EA | 10 | 2,500.00 | 25,000.00 | |
| 20 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | EA | 3 | 2,650.00 | 7,950.00 | |
| 21 | 731623 | MINOR CONCRETE (CURB RAMP) | EA | 1 | 2,500.00 | 2,500.00 | |
| 22 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 18,300 | 5.00 | 91,500.00 | |
| 23 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | SQFT | 150 | 6.50 | 975.00 | |
| 24 | 150710 | REMOVE TRAFFIC STRIPE | LF | 5,400 | 0.70 | 3,780.00 | |
| 25 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,000 | 4.25 | 4,250.00 | |
| 26 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 16,100 | 0.35 | 5,635.00 | |
| 27 | 597401 | PAINT CURB (2-COAT) | LF | 1,000 | 0.90 | 900.00 | |
| 28 | 850102 | PAVEMENT MARKER (REFLECTIVE) | EA | 240 | 3.50 | 840.00 | |
| 29 | 860601 | FLASHING BEACON | EA | 2 | 18,000.00 | 36,000.00 | |
| 30 | 010602 | MISCELLANEOUS WORK (AS DIRECTED) | FA | 1 | 30,000.00 | 30,000.00 | |
| TOTAL, ITEMS 1 - 30 | | | | | | 777,560.00 | |



Juan C. Perez, P.E., T.E.
 Director of Transportation and Land
 Management

COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.
 Assistant Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated March 31, 2016

to the
 Specifications and Contract Documents
 for the construction of

Pyrite Street
 Sidewalk Improvement Project
 Between Galena Street and Mission Boulevard
 City of Jurupa Valley
 Project No. C5-0081

Bids Due: **Wednesday, April 6, 2016; 2:00 p.m.**
 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 Bid (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://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

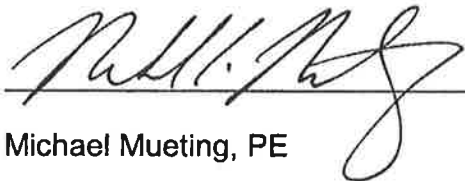
Item 1: Construction and Quantity Estimates Table. Refer to 'Construction and Quantity Estimates' table on sheet 2 of 7 on the plans.

Delete all the quantities found in the table. These quantities are inaccurate and were inadvertently not deleted from the plans.

Contractors shall only refer to the quantities found on the bid items list, Proposal, on pages B2 through B3 of the bidding documents, for the preparation of their bid proposals.

Addendum No. 1, Pyrite Street
Sidewalk Improvement Project, Between Galena Street and Mission Boulevard
City of Jurupa Valley, Project No. C5-0081
March 31, 2016
Page 2 of 2

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

 3-31-16
Michael Mueting, PE



Concurrence:

 3/31/16
Khalid Nasim, PE
Engineering Division Manager

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

JRJ:jjr:rr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).

Contract

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, Pyrite Street, Sidewalk Improvement Project, Between Galena Street and Mission Boulevard, City of Jurupa Valley, Project No. C5-0081, 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 Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (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 and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **one**, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (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 Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks 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.

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

The Contractor shall begin work within fifteen (15) calendar 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 the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by the Contractor in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by the Contractor 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.

**Pyrite Street
Sidewalk Improvement Project
Between Galena Street and Mission Boulevard
City of Jurupa Valley**

Project No. C5-0081

Contract

| ITEM No. | ITEM CODE | ITEM | UNIT | ESTIMATED QUANTITY | ITEM PRICE (IN FIGURES) | TOTAL (IN FIGURES) |
|----------|-----------|---|------|--------------------|-------------------------|--------------------|
| 1 | 066102 | DUST ABATEMENT | LS | 1 | 13,000.00 | 13,000.00 |
| 2 | 074020 | WATER POLLUTION CONTROL | LS | 1 | 9,069.20 | 9,069.20 |
| 3 | 120100 | TRAFFIC CONTROL SYSTEM | LS | 1 | 38,000.00 | 38,000.00 |
| 4 | 170101 | DEVELOP WATER SUPPLY | LS | 1 | 4,000.00 | 4,000.00 |
| 5 | 160101 | CLEARING AND GRUBBING | LS | 1 | 38,000.00 | 38,000.00 |
| 6 | 015602 | PROJECT FUNDING IDENTIFICATION SIGN | EA | 2 | 800.00 | 1,600.00 |
| 7 | 066578 | PORTABLE CHANGEABLE MESSAGE SIGNS | EA | 2 | 1,500.00 | 3,000.00 |
| 8 | 066565 | RELOCATE SIGN | EA | 18 | 100.00 | 1,800.00 |
| 9 | 152370 | RELOCATE MAILBOX | EA | 1 | 800.00 | 800.00 |
| 10 | 190101 | ROADWAY EXCAVATION | CY | 1,810 | 38.38 | 69,467.80 |
| 11 | 011901 | SELECT NATIVE MATERIAL | CY | 300 | 52.50 | 15,750.00 |
| 12 | 260201 | CLASS 2 AGGREGATE BASE | CY | 910 | 42.50 | 38,675.00 |
| 13 | 390130 | HOT MIX ASPHALT | TON | 750 | 77.00 | 57,750.00 |
| 14 | 013903 | PLACE ASPHALT CONCRETE DIKE (CRS 212) (6") | LF | 150 | 20.00 | 3,000.00 |
| 15 | 017304 | MINOR CONCRETE (CURB AND GUTTER) (CRS 200) | LF | 3,450 | 20.00 | 69,000.00 |
| 16 | 017310 | MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207) | EA | 5 | 3,000.00 | 15,000.00 |
| 17 | 017303 | MINOR CONCRETE (SPANDREL) (CRS 209) | SQFT | 3,515 | 7.00 | 24,605.00 |
| 18 | 017302 | MINOR CONCRETE (CROSS-GUTTER) (CRS 209) | SQFT | 1,900 | 7.00 | 13,300.00 |
| 19 | 017315 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A) | EA | 10 | 2,650.00 | 26,500.00 |
| 20 | 017316 | MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B) | EA | 3 | 2,650.00 | 7,950.00 |
| 21 | 731623 | MINOR CONCRETE (CURB RAMP) | EA | 1 | 2,650.00 | 2,650.00 |
| 22 | 731521 | MINOR CONCRETE (SIDEWALK) | SQFT | 18,300 | 3.21 | 58,743.00 |
| 23 | 731502 | MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) | SQFT | 150 | 12.00 | 1,800.00 |
| 24 | 150710 | REMOVE TRAFFIC STRIPE | LF | 5,400 | 0.55 | 2,970.00 |
| 25 | 840515 | THERMOPLASTIC PAVEMENT MARKING | SQFT | 1,000 | 3.77 | 3,770.00 |
| 26 | 840656 | PAINT TRAFFIC STRIPE (2-COAT) | LF | 16,100 | 0.30 | 4,830.00 |
| 27 | 597401 | PAINT CURB (2-COAT) | LF | 1,000 | 0.77 | 770.00 |
| 28 | 850102 | PAVEMENT MARKER (REFLECTIVE) | EA | 240 | 5.00 | 1,200.00 |
| 29 | 860601 | FLASHING BEACON | EA | 2 | 19,000.00 | 38,000.00 |
| 30 | 010602 | MISCELLANEOUS WORK (AS DIRECTED) | FA | 1 | 30,000.00 | 30,000.00 |

PROJECT
TOTAL:
ITEMS 1-30

"Five hundred ninety five thousand dollars and zero cents"
"WORDS"

\$595,000.00

Pyrite Street
Sidewalk Improvement Project
Between Galena Street and Mission Boulevard
City of Jurupa Valley

Project No. C5-0081

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

COUNTY OF RIVERSIDE

BY:


JOHN J. BENOIT
Chairman, Board of Supervisors

HARDY & HARPER, INC.

BY:


Steve Kirschner

DATED: JUL 12 2016

TITLE: Vice President
(If Corporation, affix Seal)

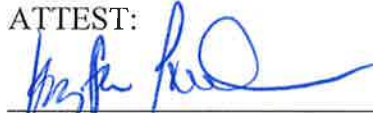
ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY:


Deputy

ATTEST:


Kristen Paulino

TITLE: Corporate Secretary

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

License No.: 215952

Federal Employer Identification Number:

95-2251022

FORM APPROVED COUNTY COUNSEL

BY:


MARSHAL L. VICTOR

DATE

Department of Industrial Relations Registration

Number: 1000000076

BY _____

"County"

"Corporation"
(Seal)

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

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

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

The following directors were present being all the acting directors:

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


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

On motion unanimously carried the following resolution was adopted:

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

There being no further business, the meeting was adjourned.

DATED: November 15, 2005



FRED T. MAAS, JR., President



KRISTEN S. PAULINO, Secretary

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Pyrite Street, Sidewalk Improvement Project, Between Galena Street and Mission Boulevard, City of Jurupa Valley, Project No. C5-0081.**

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 **\$ 595,000.00 (Five hundred ninety 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 _____

Title _____

Its Attorney in Fact
"Surety"

"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 \$ **595,000.00 (Five hundred ninety 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 **Pyrite Street, Sidewalk Improvement Project, Between Galena Street and Mission Boulevard, City of Jurupa Valley, Project No. C5-0081.**

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

_____ Surety

By _____

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.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE
Performance Bond

Bond No. PRF7649024
Premium: \$3,199.00

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Pyrite Street, Sidewalk Improvement Project, Between Galena Street and Mission Boulevard, City of Jurupa Valley, Project No. C5-0081.**
2. Fidelity and Deposit Company of Maryland, a Maryland 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 \$ **595,000.00 (Five hundred ninety 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 April 15, 2015

By Steve Kirsonner - V.P.
Hardy & Harper, Inc.

By Kristen Paulino - Secretary

By Dwight Reilly
Fidelity and Deposit Company of Maryland

Type Name Dwight Reilly

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

On April 18, 2016 before me, JO-ANN LYONS NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

Kristen Paulino

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: April 15, 2016
Number of Pages: 1 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____
Hardy & Harper, Inc.

Signer Is Representing: _____
Hardy & Harper, Inc.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On April 15, 2016 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Susan Pugh



PRF7649024

Bond Number

County of Riverside

Obligee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Dwight Reilly, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of April, A.D. 2016.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Gerald F. Haley
Secretary
Gerald F. Haley

Michael P. Bond
Vice President
Michael P. Bond

State of Maryland
County of Baltimore

On this 15th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Gerald F. Haley, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 15th day of April, 2016.



Thomas O. McClellan

Thomas O. McClellan, Vice President



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COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 AMERICAN LANE, 19TH FLOOR
SCHUAMBURG, IL 60196-1056
800-382-2150

Old Company Names **Effective Date**

Agent For Service

KARISSA LOWRY
 2710 GATEWAY OAKS DRIVE
 SUITE 150N
 SACRAMENTO CA 95833

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 39306 |
| California Company ID #: | 2479-4 |
| Date Authorized in California: | 01/01/1982 |
| License Status: | UNLIMITED-NORMAL |
| Company Type: | Property & Casualty |
| State of Domicile: | MARYLAND |

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NAIC Group List

NAIC Group #: **0212** ZURICH INS GRP

Lines Of Business

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
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

Bond No. PRF7649024
Premium: See
Performance Bond

Payment Bond

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

The makers of this Bond are **Hardy & Harper, Inc.**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland _____, 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 \$ **595,000.00 (Five hundred ninety 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 **Pyrite Street, Sidewalk Improvement Project, Between Galena Street and Mission Boulevard, City of Jurupa Valley, Project No. C5-0081.**

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: April 15, 2016

Hardy & Harper, Inc.

Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

By 
Steve Kirschner

By 
Dwight Reilly
Its Attorney In Fact

Title Vice President
(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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

On April 18, 2016 before me, JO-ANN LYONS NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: April 15, 2016
Number of Pages: 1 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

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

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

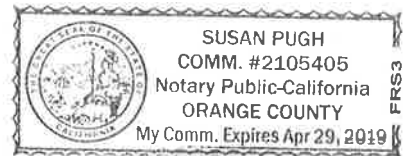
On April 15, 2016 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Susan Pugh* (Seal)
Susan Pugh



PRF7649024

Bond Number

County of Riverside

Obligee

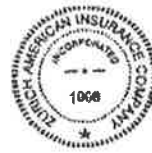
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Dwight Reilly, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of April, A.D. 2016.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Gerald F. Haley
Secretary
Gerald F. Haley

Michael P. Bond
Vice President
Michael P. Bond

State of Maryland
County of Baltimore

On this 15th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Gerald F. Haley, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 15th day of April, 2016.



Thomas O. McClellan

Thomas O. McClellan, Vice President



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- Reference Information
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 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 AMERICAN LANE, 19TH FLOOR
SCHUAMBURG, IL 60196-1056
800-382-2150

Old Company Names **Effective Date**

Agent For Service

KARISSA LOWRY
 2710 GATEWAY OAKS DRIVE
 SUITE 150N
 SACRAMENTO CA 95833

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 39306 |
| California Company ID #: | 2479-4 |
| Date Authorized in California: | 01/01/1982 |
| License Status: | UNLIMITED-NORMAL |
| Company Type: | Property & Casualty |
| State of Domicile: | MARYLAND |

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NAIC Group List

NAIC Group #: **0212** ZURICH INS GRP

Lines Of Business

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
- CREDIT
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2016

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: Chelsea Anderson | | | | | | | | | | | | | | | |
|---|--|--|-------------------------------|--------|------------------------------------|-------|-----------------------------|-------|--|-------|--|-------|-------------|--|-------------|--|
| | PHONE (A/C No. Ext): 714-824-8392 | FAX (A/C No.): | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: canderson@wgbib.com | | | | | | | | | | | | | | | | |
| INSURED HARDY-1 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 : ZURICH AMERICAN INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B : EVANSTON INS CO</td> <td>35378</td> </tr> <tr> <td>INSURER C : First Mercury Insurance Co</td> <td>10657</td> </tr> <tr> <td>INSURER D : Great American Insurance 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 : ZURICH AMERICAN INS CO | 16535 | INSURER B : EVANSTON INS CO | 35378 | INSURER C : First Mercury Insurance Co | 10657 | INSURER D : Great American Insurance Co. | 16691 | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | |
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| INSURER D : Great American Insurance Co. | 16691 | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 1370748415 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| C | <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | WACGL009006023001 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$ |
| A | 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 | | | BAP373845411 | 10/1/2015 | 10/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | TUE408784500 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| A | 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 N | N/A | WC373645311 | 10/1/2015 | 10/1/2016 | <input checked="" type="checkbox"/> PER STATUTE <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 |
| B | Pollution Liability | | | 1SCPLOWE00069 | 7/1/2015 | 7/1/2017 | \$2,000,000 Agg \$1,000,000 Occ |

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

ENDORSEMENTS ATTACHED ONLY APPLY AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

RE: Pyrite St, Sidewalk Improvement Project Between Galena Street and Mission Blvd in City of Jurupa Valley - Project No. CS-0081 - 20108

CERTIFICATE HOLDER ADDITIONAL INSURED:
The County of Riverside, Its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, See Attached...

| | |
|--|--|
| CERTIFICATE HOLDER County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th St. Riverside, CA 92501 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------------|-----------|--|--|
| 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**

elected and appointed officials, employees, agents, and representatives, and City of Jurupa Valley, its director, officers, elected and appointed officials, employees, agents, and representatives. Jurupa Valley Community Services District, its director, officers, elected and appointed officials, employees, agents, and representatives.

GENERAL LIABILITY:

Additional insured applies per attached endorsements CG 20 33 04 13 and CG 20 37 04 13.
Primary and Non Contributory wording applies per attached endorsement FMIC-GL-1002 (10/2015).
Waiver of Subrogation applies per attached endorsement FMIC-GL-2490 (10/2013).
Per Project Aggregate applies per attached endorsement NPC 711 08 11.
30 Day Notice of Cancellation applies.

AUTOMOBILE LIABILITY:

Additional insured applies per attached endorsement CA 20 48 1013.
Primary wording applies per the attached CA00010310.
Waiver of Subrogation applies per attached endorsement CA04441013.
30 Day notice of cancellation applies per the attached UCA832ACW.

WORKERS COMPENSATION:

Waiver of Subrogation applies per attached endorsement WC 04 03 06 04-84.
30 day notice of cancellation applies per the attached WC 99 06 33.

EXCESS LIABILITY:

Follows form

EFFECTIVE: 12/31/15 to 12/31/16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

A handwritten signature in black ink, appearing to read "Chel...". The signature is fluid and cursive, with a long horizontal stroke at the end.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**GENERAL AGGREGATE LIMIT PER PROJECT WITH AN
OVERALL GENERAL AGGREGATE CAP**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: All Projects

Overall General Aggregate Cap: \$5,000,000

(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. Subject to the application of the General Aggregate Limit to each of your projects, the maximum amount we will pay under the General Aggregate Limit for all claims arising from all projects is the Overall General Aggregate Cap shown in the Schedule above.
 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.



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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| As required by written contract signed by both parties prior to the loss. | Coverage under this endorsement applies to all commercial and residential construction, excluding any construction operations, work or activities performed on any condominiums (as defined by controlling applicable statute), "tract homes" or "townhouse projects". "Tract homes" means <u>10</u> or more single-family dwellings constructed by a developer consecutively or concurrently on a single or subdivided parcel or tract of land utilizing common or similar design elements, floorplans or blueprints. "Townhouse projects" means multi-unit housing consisting of homes in a row of the same or similar design with common walls or with very narrow spacing between adjacent sidewalls. |
| 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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY --
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.


(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective December 31, 2015

Policy No. WACGL00006023001 Endorsement No.

Named Insured Hardy & Harper, Inc., etal

Countersigned by

A handwritten signature in black ink, appearing to be 'Chen', is written over a horizontal line.

FMIC-GL-1002(10/2015)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| | |
|-------------------------|---|
| Person or Organization: | As required by written contract signed by both parties prior to the loss. |
| Effective Date: | As required by written contract signed by both parties prior to the loss. |

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.

This endorsement applies only:

1. to ongoing operations performed by the Named Insured for the person or organization named above on or after the effective date of this endorsement; and
2. when you and such person or organization have agreed in writing in a contract or agreement entered into prior to the loss or occurrence that such right of recovery is waived; and
3. when the "suit" for damages against the person or organization in the Schedule is based on the Named Insured's sole negligence.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of persons or organizations named above:

1. "Professional services";
2. Modifying or changing specifications without the express written consent of the Named Insured; or
3. Any activities beyond the scope of monitoring the progress of the Named Insured.

For the purposes of this endorsement, "professional services" includes but is not limited to the following:

1. Preparing, approving, recommending, or failing to prepare, approve, or recommend maps, drawings, opinions, reports, surveys, change orders, designs, specifications, hazard assessment plans, response actions, abatement methods or products, air monitoring plans, or insurance requirements;
2. Supervisory, inspection, training, or engineering services; and/or
3. Monitoring, testing, analysis, legal, accounting, architectural, medical, processing, consulting, or advisory services.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

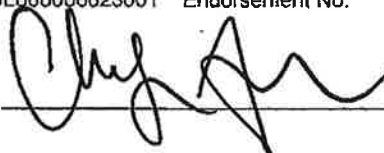
(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective December 31, 2015

Policy No. WACGL000006023001 Endorsement No.

Named Insured Hardy & Harper, Inc., etal

Countersigned by _____



FMIC-GL-2490(10/2013)



ZURICH[®]

Blanket Notification to Others of Cancellation or Non-Renewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of Exp. | Producer No. | Add'l. Prem. | Return Prem. |
|-------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| BAP37364541 | 10/1/15 | 10/1/15 | 10/1/16 | - | - | - |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 90 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP373645411

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured: Hardy & Harper Inc.

Endorsement Effective Date: 10/1/15

SCHEDULE

Name Of Person(s) Or Organization(s):

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.





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Coverage Extension Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP373645411 | 10/1/2015 | 10/1/2016 | 10/1/2015 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the **Business Auto Coverage Form** and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the **Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision** of the **Physical Damage Coverage Section**:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage Section** of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – **Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – **Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible Provision** of the **Physical Damage Coverage Section**:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible Provision** of the **Physical Damage Coverage Section**:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage Provision** of the **Physical Damage Coverage Section**:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



POLICY NUMBER: BAP373645411

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Hardy & Harper Inc.

Endorsement Effective Date: 10/1/15

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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 10/1/15
Insured Hardy & Harper, Inc.

Policy No. WC373645311

Endorsement No.
Premium \$

Insurance Company - Zurich American Insurance Company

Schedule of Auto Physical Damage Deductibles



The Schedule set forth below identifies the Deductible to apply to the Coverage(s) and Vehicle(s) described.

SCHEDULE

| Coverage | Vehicle Description | Deductible |
|----------------------------|---|------------|
| COMPREHENSIVE COLLISION | FOR PRIVATE PASSENGER, PICKUP TRUCKS AND PASSENGER VANS UP TO \$50,000 COST NEW | \$250 |
| COMPREHENSIVE COLLISION | FOR PRIVATE PASSENGER, PICKUP TRUCKS AND PASSENGER VANS UP TO \$50,000 COST NEW | \$500 |
| COMPREHENSIVE COLLISION | FOR ALL OTHER VEHICLES UP TO \$50,000 COST NEW | \$500 |
| COMPREHENSIVE COLLISION | FOR ALL OTHER VEHICLES UP TO \$50,000 COST NEW | \$1,000 |
| COMPREHENSIVE COLLISION | FOR ALL VEHICLES EXCESS OF \$50,000 COST NEW | \$1,000 |
| COMPREHENSIVE COLLISION | FOR ALL VEHICLES EXCESS OF \$50,000 COST NEW | \$2,500 |

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 10/1/15 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC37364531d

Endorsement No.

of the **ZURICH AMERICAN INSURANCE COMPANY**

(NAME OF INSURANCE COMPANY)

Issued to Hardy & Harper Inc.
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 aggregating 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



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9500
(Ed. 11 97)

EXCESS LIABILITY POLICY

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Words and phrases in quotation marks have special meaning and can be found in the **Definitions** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured "loss" in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations, but only up to an amount not exceeding the Company's Limits of Insurance as shown in Item 4. of the Declarations. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the First Underlying Insurance Policy, as shown in Item 5. of the Declarations.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limits of Insurance beyond that set forth in Item 4. of the Declarations.

We will be furnished a complete copy of the First Underlying Insurance Policy described in Item 5. of the Declarations.

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:

1. Insureds;
2. claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations.
2. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to B.2., the occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.
4. Subject to Paragraphs B.2. and B.3. above, if the underlying Limits of Insurance stated in Item 5. of the Declarations are reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced Underlying Limits or, if all Underlying Limits are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the First Underlying Insurance Policy, except for the terms, conditions, definitions and exclusions of this policy.
5. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining pe-

riod of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. DEFENSE

A. We will not be required to assume charge of the investigation of any claim or defense of any suit against you.

B. We will have the right, but not the duty, to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for "loss" under this policy. If we exercise such right, we will do so at our own expense.

C. If all Underlying Limits of Insurance stated in Item 5. of the Declarations are exhausted solely by payment of "loss," we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit which in our opinion may give rise to a "loss" under this policy. Such investigation or defense shall be at our own expense. We may, however, withdraw from the defense of such suit and tender the continued defense to you if our applicable Limits of Insurance stated in Item 4. of the Declarations are exhausted by payment of "loss."

IV. EXCLUSIONS

This policy does not apply to:

A. Any "loss," including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;

2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Any "loss":

1. with respect to which any Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its Limit of Insurance; or

2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- a. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

- b. any Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material", if:

1. the "nuclear material"

- a. is at any "nuclear facility" owned by, or operated by or on behalf of, any Insured; or

- b. has been discharged or dispersed therefrom;
- 2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
- 3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion B.3. applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

As used in this exclusion:

- 1. "Hazardous properties" include radioactive, toxic or explosive properties.
- 2. "Nuclear facility" means:
 - a. any "nuclear reactor";
 - b. any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing "spent fuel," or
 - (3) handling, processing or packaging "nuclear waste";
 - c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium

or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste," and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 3. "Nuclear material" means "source material," "special nuclear material" or "by-product material."
- 4. "Nuclear property damage" includes all forms of radioactive contamination of property.
- 5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 6. "Nuclear Waste" means any "nuclear waste" material:
 - a. containing "by-product material" other than the tailings of "nuclear wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
 - b. resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph C.2.a. or C.2.b.
- 7. "Source material," "special nuclear material," and "by-product" material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

V. DEFINITIONS

"Loss" means those sums which you are legally obligated to pay as damages, after making proper deductions for all recoveries and salvage.

VI. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the Underlying Insurance, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II. of this policy.

B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any Insured will not relieve us from our obligation to pay "loss" covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such underlying insurance, but will apply as if the underlying insurance was fully available and collectible.

C. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancellation notice.

4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.

5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

D. Maintenance of Underlying Insurance

During the period of this policy, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for "loss" covered by Underlying Insurance.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a "loss" covered under this policy. To the extent possible, notice will include:
 - a. how, when and where the occurrence took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any injury or damage arising out of the occurrence.
2. If a claim or suit against any Insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved Insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

4. The Insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

G. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes. If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

H. When "Loss" is Payable

Coverage under this policy will not apply unless and until the Insured or the Insured's underlying insurance has paid or is obligated to pay the full amount of the Underlying Limits of Insurance stated in Item 5. of the Declarations.

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the Insured the amount of "loss" covered under the terms of this policy.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED LIMITATION ENDORSEMENT
=====

THE FOLLOWING IS ADDED TO SECTION V. - DEFINITIONS:

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

1. THE NAMED INSURED MEANING:

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

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

- 2. IF YOU ARE AN INDIVIDUAL, YOU AND YOUR SPOUSE, BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH YOU ARE THE SOLE OWNER AS OF THE EFFECTIVE DATE OF THIS POLICY.
- 3. IF YOU ARE A PARTNERSHIP OR JOINT VENTURE, THE PARTNERS OR MEMBERS AND THEIR SPOUSES BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.
- 4. IF YOU ARE A LIMITED LIABILITY COMPANY, THE MEMBERS OR MANAGERS BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

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



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301 E 4th Street
Cincinnati OH 45202-4201
513 389 5000 ph

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

NAMED INSURED LIMITATION ENDORSEMENT (CONTINUED)

=====

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

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

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

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

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

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

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



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 389 5000 ph

IL 72 68
(Ed. 09 09)

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in cursive script, appearing to read "D. J. C.", followed by a horizontal line.

President

A handwritten signature in cursive script, appearing to read "Eve Cutler Rosen".

Secretary



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

TAU 9501 (Ed. 11 97)

Policy No. TUE 4-06-78-45 - 00
Renewal Of TUE 5-95-00-69 - 12

EXCESS LIABILITY POLICY DECLARATIONS

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

ITEM 2. POLICY PERIOD:
12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 12-31-2015 To 12-31-2016

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

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

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

ITEM 3. POLICY PREMIUM:
\$ 89,767.

POLICY MINIMUM PREMIUM:
\$ 22,442.

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

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

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy
Insurer, Policy No., Policy Period
SEE ATTACHED GAI6003 SCHEDULE A-
SCHEDULE OF UNDERLYING POLICIES

Applicable Limit
\$ GAI6003 Each Occurrence
\$ GAI6003 Aggregate Limit
(where applicable)

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

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

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

Countersigned _____ Date _____ By _____ Authorized Representative _____



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 389 5000 ph

GAI 6003
(Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

| Carrier, Policy Number and Period | Type of Coverage | Limits of Insurance |
|--|---|--|
| a) ZURICH AMERICAN INSURANCE COMPANY POL: WC 3736453-11 10/1/15 TO 10/1/16 | Employers Liability | Bodily Injury By Accident \$ 1,000,000. each accident Bodily Injury By Disease \$ 1,000,000. policy limit \$ 1,000,000. each employee |
| b) AMERICAN ZURICH INSURANCE COMPANY POL: BAP 3736454-11 10/1/15 TO 10/1/16 | Automobile/Garage (X) Any Automobile () Owned Automobile Only () Specifically Designated Automobile () Hired Automobile () Non-owned Automobile () Garage Liability (X) DEFENSE OUTSIDE THE LIMIT | () Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident (X) Combined Single Limit \$ 1,000,000. each accident () Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate |
| | () Garagekeepers Liability | \$ each location |

| Carrier, Policy Number and Period | Type of Coverage | Limits of Insurance | |
|---|--|--|--|
| <p>c) ()</p> <p style="text-align: center;">OR</p> <p>(X) FIRST MERCURY INSURANCE COMPANY POL: WACGL000006023001 12/31/15 TO 12/31/16</p> <p>(X) DEFENSE OUTSIDE THE LIMIT</p> <p>Retroactive Date</p> | <p>Comprehensive General Liability including</p> <p>() Products-Completed Operation Liability</p> <p>() Broad Form Endorsement</p> <p>()</p> <p>()</p> <p style="text-align: center;">OR</p> <p>Commercial General Liability</p> <p>(X) Occurrence Form</p> <p>() Claims-Made Form</p> <p>(X) \$2,000 SIR \$5MM POLICY AGG. CAP</p> | <p>() Split Limit</p> <p>Bodily Injury Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>Property Damage Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>() Combined Single Limit</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p style="text-align: center;">OR</p> <p>\$2,000,000. General Aggre- gate Limit</p> <p>\$2,000,000. Products-Com- pleted Opera- tion Aggre- gate Limit</p> <p>\$1,000,000. Personal and Advertising Injury Limit</p> <p>\$1,000,000. Each Occurrence Limit</p> | |
| <p>d) FIRST MERCURY INSURANCE COMPANY POL: WACGL000006023001 12/31/15 TO 12/31/16</p> | <p>EMPLOYEE BENEFIT LIABILITY</p> | <p>\$1,000,000. EACH EMPLOYEE</p> <p>\$2,000,000. AGGREGATE</p> | |

Zurich American Insurance Company (2)

A.M. Best #: 002563 NAIC #: 16535 FEIN #: 364233459

Administrative Office
1400 American Lane
Schaumburg, IL 60196-1056
[United States](#)

[View Additional Address Information](#)

Web: www.zurichna.com
Phone: 800-987-3373
Fax: 877-962-2567

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Negative
Action: Affirmed
Effective Date: October 02, 2015
Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Vice President: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates](#)
October 02, 2015

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Negative
Action: Affirmed
Effective Date: October 02, 2015
Initial Rating Date: September 14, 2004

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

| Financial Strength | | Long-Term Issuer Credit | |
|--------------------|--------|-------------------------|--------|
| Effective Date | Rating | Effective Date | Rating |
| 10/2/2015 | A+ | 10/2/2015 | aa- |
| 11/26/2014 | A+ | 11/26/2014 | aa- |
| 11/21/2013 | A+ | 11/21/2013 | aa- |
| 11/27/2012 | A+ | 11/27/2012 | aa- |
| 11/18/2011 | A+ | 11/18/2011 | aa- |
| 11/19/2010 | A+ | 11/19/2010 | aa- |

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

| AMB # | Company Name | Company Description |
|------------------------|-----------------------|--|
| 019793 | Zurich U.S. Pool (CS) | Represents Property/ Casualty business of this legal entity. |
| 004430 | Zurich U.S. Pool (SG) | Represents the A.M. Best Consolidated financials for the Property/ Casualty business of this legal entity. |

AMB Credit Reports

AMB Credit Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 3/28/2016 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report Archive](#).

View additional [news, reports and products](#) for this company.

Press Releases

| Date | Title |
|--------------|--|
| Apr 05, 2016 | A.M. Best Removes from Under Review and Upgrades Ratings of Rural Community Insurance Company |
| Dec 21, 2015 | A.M. Best Comments on Zurich Insurance Group's Ratings Following Announcement to Acquire Wells Fargo Crop-Insurance Subsidiaries |
| Dec 21, 2015 | A.M. Best Places Ratings of Rural Community Insurance Company Under Review With Developing Implications |
| Oct 02, 2015 | A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates |
| Nov 26, 2014 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 21, 2013 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 27, 2012 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 18, 2011 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 19, 2010 | A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries |

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Evanston Insurance Company (2)

A.M. Best #: 003759 NAIC #: 35378 FEIN #: 362950161

Domiciliary Address

Ten Parkway North
 Deerfield, IL 60015
[United States](#)

Web: www.markelcorp.com

Phone: 847-572-6000

Fax: 847-572-6389

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Based on A.M. Best's analysis, [058405 - Markel Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

| Financial Strength Rating View Definition | |
|---|-----------------------------|
| Rating: | A (Excellent) |
| Affiliation Code: | g (Group) |
| Financial Size Category: | XV (\$2 Billion or greater) |
| Outlook: | Stable |
| Action: | Affirmed |
| Effective Date: | May 15, 2015 |
| Initial Rating Date: | June 30, 1983 |

| Best's Credit Rating Analyst | |
|----------------------------------|----------------------------------|
| Rating Issued by: | A.M. Best Rating Services, Inc. |
| Assistant Vice President: | Jennifer Marshall, CPCU, ARM |
| Vice President: | Michael J. Lagomarsino, CFA, FRM |

| Long-Term Issuer Credit Rating View Definition | |
|--|---------------|
| Long-Term: | a+ |
| Outlook: | Stable |
| Action: | Affirmed |
| Effective Date: | May 15, 2015 |
| Initial Rating Date: | June 29, 2005 |

Disclosure Information

[View A.M. Best's Rating Disclosure Statement](#)

[A.M. Best Upgrades Ratings of FirstComp Insurance Company, Affirms Markel Corporation and Other Affiliate Ratings](#)
 May 15, 2015

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1983.

| Financial Strength | | Long-Term Issuer Credit | |
|--------------------|--------|-------------------------|--------|
| Effective Date | Rating | Effective Date | Rating |
| 5/15/2015 | A | 5/15/2015 | a+ |
| 3/21/2014 | A | 3/21/2014 | a+ |
| 11/13/2012 | A | 11/13/2012 | a+ |
| 9/7/2011 | A | 9/7/2011 | a+ |
| 7/20/2010 | A | 7/20/2010 | a+ |

AMB Credit Reports

AMB Credit Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 7/10/2015 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report Archive](#).

View additional [news, reports and products](#) for this company.

Press Releases

| Date | Title |
|--------------|--|
| May 15, 2015 | A.M. Best Upgrades Ratings of FirstComp Insurance Company, Affirms Markel Corporation and Other Affiliate Ratings |
| Mar 21, 2014 | A.M. Best Affirms Ratings of Markel Corporation and Its Affiliates |
| Jan 04, 2013 | A.M. Best Assigns Ratings to Essentia Insurance Company |
| Nov 13, 2012 | A.M. Best Affirms Ratings of Markel Corporation and Its Domestic Subsidiaries |
| Sep 07, 2011 | A.M. Best Affirms Ratings of Markel Corporation and Its Domestic Subsidiaries |
| Jan 05, 2011 | A.M. Best Assigns Ratings to FirstComp Insurance Company |
| Jul 20, 2010 | A.M. Best Affirms Ratings of Markel Corporation & Its Domestic Subsidiaries; Downgrades Ratings of Deerfield Insurance Company |
| Jun 24, 2009 | A.M. Best Affirms Ratings of Markel Corporation and Its Domestic Subsidiaries |
| Jun 20, 2008 | A.M. Best Affirms Ratings of Markel Corporation and Domestic Subsidiaries |

List of Approved Surplus Line Insurers (LASLI)

| | |
|---|------------|
| changed from Arizona to Delaware effective 11/21/2014.) | |
| CUMIS Specialty Insurance Company, Inc. (Iowa) | 05/15/2008 |

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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 |
| Fair American Select Insurance Company (Delaware) | 07/28/2014 |
| 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) SE | 12/01/1995 |
| GuideOne National Insurance Company (Iowa) | 12/07/2015 |
| Gulf Underwriters Insurance Company (Connecticut) (Domicile changed from Missouri to Connecticut, effective 10/01/2001) | 07/07/1995 |

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COMPANY PROFILE

Company Information

GREAT AMERICAN INSURANCE COMPANY

301 E. FOURTH STREET
CINCINNATI, OH 45202-4201
800-545-4269

| Old Company Names | Effective Date |
|---|----------------|
| AMERICAN CONTINENTAL INSURANCE COMPANY | 12/06/1976 |
| MANUFACTURERS & MERCHANTS INDEMNITY CO. | 09/05/1956 |
| SELECTIVE INSURANCE COMPANY | 06/15/1972 |

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 16691 |
| California Company ID #: | 1301-1 |
| Date Authorized in California: | 10/17/1945 |
| License Status: | UNLIMITED-NORMAL |
| Company Type: | Property & Casualty |
| State of Domicile: | OHIO |

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NAIC Group List

NAIC Group #: **0084** American Financial Grp

Lines Of Business

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
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SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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