

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



ITEM
3.25
(ID # 7893)

MEETING DATE:

Tuesday, September 25, 2018

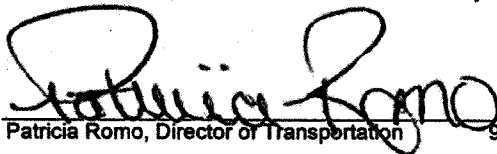
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY: TRANSPORTATION
DEPARTMENT: Approve an Addendum to the Plans and Specifications, Accept
the Low Bid and Award the Contract for the Dartmouth Street Resurfacing from
Crest Drive to Florida Avenue (SH74) and Yale Street Resurfacing from Crest
Drive to 250' North of Acacia Avenue in the Community of East Hemet, 3rd
District; [\$3,245,904 Total Cost]; Gas Tax 99.9%, EMWD 0.01%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an addendum to the plans and specifications issued prior to the July 18, 2018, bid opening; and
2. Accept the low bid of Hardy and Harper, Inc. (Hardy & Harper) of Santa Ana, CA in the amount of \$3,245,904; and
3. Award the contract to Hardy & Harper and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the projects proposed budget as shown on Attachment A.

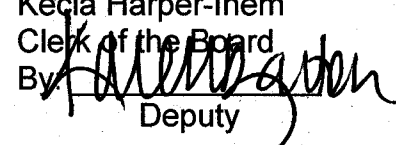
ACTION: Policy


Patricia Romo, Director of Transportation 9/6/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 25, 2018
xc: Transp.

Kezia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,245,904	\$ 0	\$ 3,245,904	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax / SB-1 (99.9%), EMWD (0.01%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated June 26, 2018 (Agenda Item 3.69), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise the Dartmouth Street Resurfacing from Crest Drive to Florida Avenue (SH74) and Yale Street Resurfacing from Crest Drive to 250' North of Acacia Avenue (City of Hemet Limits) in the Community of East Hemet.

The improvements on both streets include removal and replacement of the existing asphalt concrete (AC) pavement with new hot mix asphalt pavement. Additional improvements will include construction of driveway approaches, reconstruction of AC dike, curb and gutter, cross gutter, ADA compliant curb ramps, shoulder backing, installation of roadside signs, placement of traffic stripes and pavement markings, and other associated work.

On April 28, 2017, Senate Bill 1 (SB1) was passed to improve the state's aging transportation infrastructure, particularly roads and bridges. Because of this, the County is now able to improve the condition of roads in need of resurfacing or reconstruction and has included them in the County's Transportation Improvement Program (TIP). Dartmouth Street and Yale Street are urgently needed to improve aging roads in a state of disrepair. Without SB1 these urgently needed road repair projects would have been shelved until funding became available.

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 all issued addenda on their contractor's Bid in order to be considered for award. Addendum is attached and designated as Addendum No.1.

The contract documents include the following bid schedules of work:

- Base Bid Schedule. 1: Dartmouth Street resurfacing and associated work.
- Base Bid Schedule. 2: Yale Street resurfacing and associated work.
- Alternate Bid Schedule. 1: Utility Covers Adjustment for Lake Hemet Municipal Water District. (LHMWD) within Yale Street.
- Alternate Bid Schedule. 2: Utility Covers Adjustment for LHMWD within Dartmouth Street.

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

Alternate Bid Schedule. 3: Utility Covers Adjustment for Eastern Municipal Water District (EMWD) within Dartmouth Street.

Alternate Bid Schedule. 4: Utility Covers Adjustment for EMWD within Yale Street.

EMWD has concurred with the bid prices proposed by Hardy & Harper for alternate bid schedules 3 and 4. The reimbursement agreement between the County of Riverside and EMWD was executed September 5, 2018. The Director of Transportation has the authority to sign reimbursement agreements up to \$50,000 per Minute Order dated February 28, 2006 (Agenda Item 3.52).

The LHMWD has prior rights therefore the utility adjustment will be a project cost.

The contractor, Hardy & Harper 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 No.: C1-0560 (Dartmouth Street)
C1-0580 (Yale Street)

Impact on Residents and Businesses

The purpose of this project is to resurface the deteriorated segments of Dartmouth Street and Yale Street to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in the fall of 2018, and will be phased to keep the roads open during construction as much as possible and will take approximately four months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Hardy & Harper for a total amount of \$3,245,904, and the project will be funded by Gas Tax /SB-1 and EMWD.

The proposed budgets 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

Three bids were received ranging from \$3,245,904 to \$3,786,424. The basis for the selection of a contractor is the lowest responsive and responsible bid.

All received bids were responsive to the bidding requirements set forth for the project. The lowest responsible bid was submitted by Hardy & Harper in the amount of \$3,245,904 which is \$68,443 (2%) below the Engineer's Estimate.

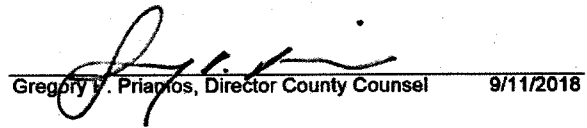
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

ATTACHMENTS:

Vicinity Map
Attachment A
Summary of Bids
Addendum No. 1
Contract/Bonds/Insurance
Contractor's Bid Proposal


Scott Bruckner

9/18/2018


Gregory V. Priaplos, Director County Counsel

9/11/2018

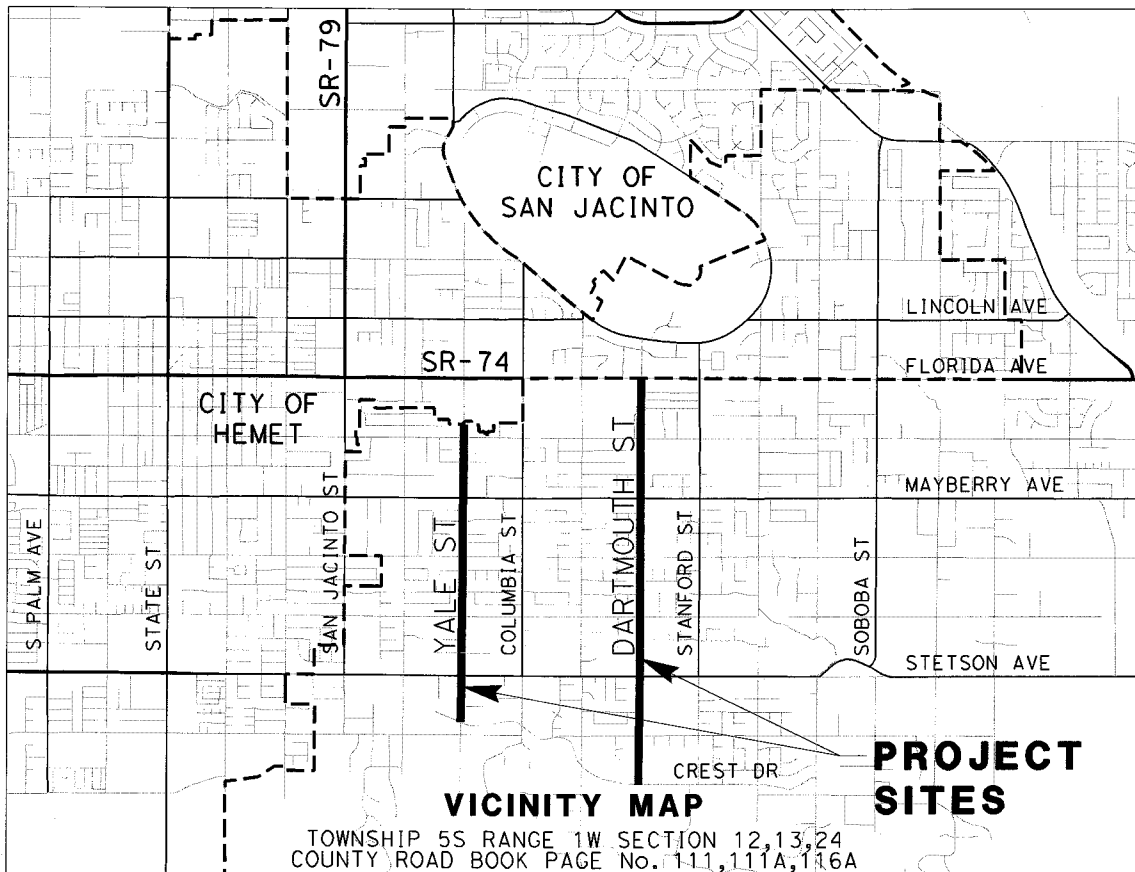
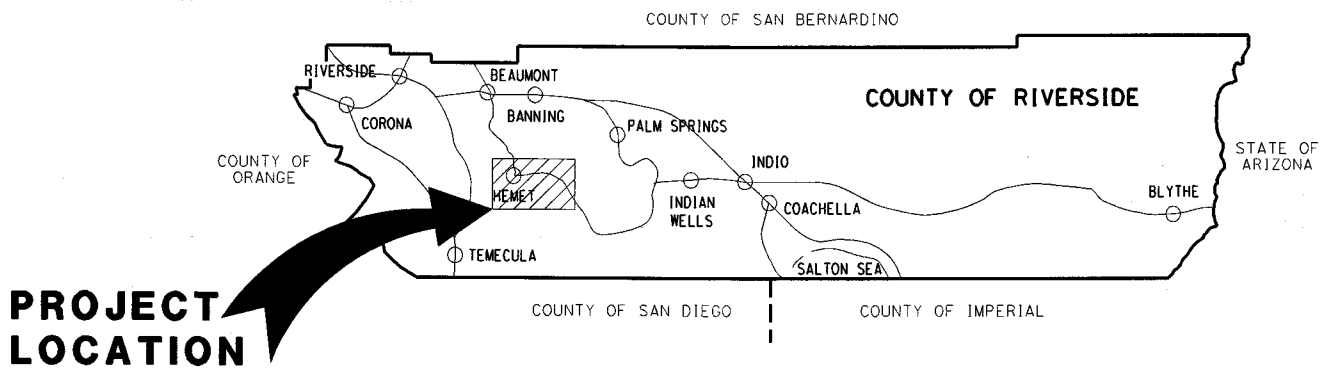
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

**DARTMOUTH STREET & YALE STREET
RESURFACING PROJECTS**

CREST DRIVE TO HEMET CITY LIMITS,
CREST DRIVE TO SR-74

COMMUNITY OF EAST HEMET

W.O.# C1-0560, C1-0580



Attachment "A"

Riverside County Transportation Department

Project: **DARTMOUTH ST - Crest Dr. to Florida Ave.
RESURFACING**

Project No.(s): **C1-0560**

Expenses as of: **8/20/2018**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	100,020		101,000	20,000	101,000
Environmental	117		1,000	14,000	1,000
Design	133,559		134,000	106,000	134,000
Right-of-way					
Utilities					
Construction		1,799,904			
Construction Contingency 10%		179,990	1,980,000	950,000	1,980,000
Construction Engineering & Inspection 15%	3,818	266,182.46	270,000	170,000	270,000
Construction Survey 5%		90,000	90,000	40,000	90,000
Totals:	237,514	2,336,077	2,576,000	1,300,000	2,576,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)	7,000	7,000
221	Gas Tax/HUTA	9,000	9,000
223	Gas Tax/SB-1	1,284,000	2,556,000
839	Eastern Municipal Water District (EMWD)		4,000
Totals		1,300,000	2,576,000

Comments

Construction Cost is also significantly higher due to a change in the pavement treatment. Original recommendation was provided in 2012 and the pavement has deteriorated substantially, requiring a more costly rehabilitation. This road also has a significant amount of Curb and Gutter, Driveways, Sidewalk, and other concrete improvements which were in dire need of repair.

Attachment "A"

Riverside County Transportation Department

Project: **YALE ST - Crest Dr. to Florida Ave.
RESURFACING**

Project No.(s): **C1-0580**

Expenses as of: **8/20/2018**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	418		1,000	4,000	1,000
Design	264,132		265,000	264,000	265,000
Right-of-way					
Utilities					
Construction		1,446,000			
Construction Contingency 10.0%		144,600	1,591,000	1,250,000	1,591,000
Construction Engineering & Inspection 15.0%	4,411	212,589	217,000	203,000	217,000
Construction Survey 5.0%	9,227	63,773	73,000	49,000	73,000
Totals:	278,188	1,866,962	2,147,000	1,770,000	2,147,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)	52,000	52,000
221	Gas Tax/HUTA	228,000	228,000
223	Gas Tax/SB-1	1,490,000	1,866,000
839	Eastern Municipal Water District (EMWD)		1,000
Totals		1,770,000	2,147,000

Comments

Construction Cost is higher due to a change in the pavement treatment. Original recommendation was provided in 2012 and the pavement has deteriorated substantially, requiring a more costly rehabilitation

Riverside County Transportation Department
Summary of Bids
Project BOS Approval: June 26, 2018 (Agenda Item No. 3.69)

PROJECT: Dartmouth Street Resurfacing Project
Crest Dr. to Florida Ave. (SH 74); and
Yale Street Resurfacing Project
Crest DR. to 250' North of Acacia Ave.
Community of East Hemet
Project No. C1-0560 and C1-0580

Addenda: 1 (7/12/2018)
Bids Open: 2 pm Date: Wednesday, July 18, 2018

Company Name	Dartmouth St. Base Bid Sch. 1	Yale St. Base Bid Sch. 2	Alternate Bid Sch. 1	Alternate Bid Sch. 2	Alternate Bid Sch. 3	Alternate Bid Sch. 4	Total
COUNTY'S ESTIMATE	1,827,211.50	1,444,336.00	19,400.00	19,400.00	800.00	3,200.00	\$3,314,347.50
1 Hardy & Harper, Inc.	1,774,904.00	1,418,000.00	24,000.00	24,000.00	1,000.00	4,000.00	\$3,245,904.00
2 All American Asphalt	1,820,836.00	1,474,195.00	21,120.00	21,120.00	880.00	3,520.00	\$3,341,671.00
3 R.J. Noble Company	2,084,547.00	1,648,877.50	24,000.00	24,000.00	1,000.00	4,000.00	\$3,786,424.50
<i>Average Bid Prices</i>	\$1,893,429.00	\$1,513,690.83	\$23,040.00	\$23,040.00	\$960.00	\$3,840.00	\$3,457,999.83

Riverside County Transportation Department
Summary of Bids

PROJECT: Dartmouth Street Resurfacing Project
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 Yale Street Resurfacing Project
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 Community of East Hemet

Addenda: 1 (7/12/2018)
 Bids Open: 2 pm Date: Wednesday, July 18, 2018

Project No. C1-0560 and C1-0580

BASE BID SCH. 1 (DARTMOUTH ST. RESURFACING)		COUNTY'S ESTIMATE					Hardy & Harper, Inc. Santa Ana, CA 92705		
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST CONTROL		LS	1	5,000.00	5,000.00	4,969.60	4,969.60
2	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	4,000.00	4,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00	123,000.00	123,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00	1,500.00	1,500.00
5	170103	CLEARING AND GRUBBING (LS)		LS	1	25,000.00	25,000.00	101,000.00	101,000.00
6	190101	ROADWAY EXCAVATION	Like 1	CY	5,480	50.00	274,000.00	23.00	126,040.00
7	190185	SHOULDER BACKING	Like 2	LF	2,915	2.10	6,121.50	3.00	8,745.00
8	377501	SLURRY SEAL [TYPE II]		ELT	86	200.00	17,200.00	500.00	43,000.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	135	5.00	675.00	5.00	675.00
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	3,170	10.00	31,700.00	4.56	14,455.20
11	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,880	75.00	441,000.00	73.73	433,532.40
12	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,480	90.00	313,200.00	84.84	295,243.20
13	710182	RECONSTRUCT DRAINAGE FACILITY (LS) [PER DETAIL D ON SHEET X-1]		LS	1	15,000.00	15,000.00	24,000.00	24,000.00
14	710200	ADJUST MANHOLE (STORM DRAIN)		EA	2	750.00	1,500.00	2,000.00	4,000.00
15	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	7,457	20.00	149,140.00	15.00	111,855.00
16	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,981	10.00	49,810.00	15.00	74,715.00
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	938	25.00	23,450.00	49.00	45,962.00
18	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	3,410	15.00	51,150.00	12.00	40,920.00
19	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	16	4,000.00	64,000.00	3,300.00	52,800.00
20	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	8	4,000.00	32,000.00	3,300.00	26,400.00
21	017319	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 213)		SQFT	1,780	15.00	26,700.00	12.00	21,360.00
22	017318	MINOR CONCRETE (ALLEY APRON) (CRS 500)		SQFT	556	15.00	8,340.00	13.50	7,506.00
23	731521	MINOR CONCRETE (SIDEWALK)		SQFT	1,356	15.00	20,340.00	9.50	12,882.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	682	4.00	2,728.00	5.00	3,410.00
25	820410	SALVAGE ROADSIDE SIGN		EA	43	200.00	8,600.00	55.00	2,365.00
26	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	48	300.00	14,400.00	55.00	2,640.00
27	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,693	5.00	8,465.00	5.00	8,465.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	15,640	0.30	4,692.00	0.49	7,663.60
29	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	6	500.00	3,000.00	300.00	1,800.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	170,000.00	170,000.00	170,000.00	170,000.00
BASE BID SCHEDULE "1" TOTAL ITEMS 1 - 30							1,827,211.50		1,774,904.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Dartmouth Street Resurfacing Project
 Crest Dr. to Florida Ave. (SH 74); and
 Yale Street Resurfacing Project
 Crest DR. to 250' North of Acacia Ave.
 Community of East Hemet

Project BOS Approval: June 26, 2018 (Agenda Item No. 3.69)

Addenda: 1 (7/12/2018)

Bids Open: 2 pm Date: Wednesday, July 18, 2018

Project No. C1-0560 and C1-0580

BASE BID SCH. 2 (YALE ST. RESURFACING)		COUNTY'S ESTIMATE					Hardy & Harper, Inc. Santa Ana, CA 92705		
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
31	066100	DUST CONTROL		LS	1	5,000.00	5,000.00	4,701.00	4,701.00
32	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	4,000.00	4,000.00
33	120100	TRAFFIC CONTROL SYSTEM		LS	1	40,000.00	40,000.00	123,000.00	123,000.00
34	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00	1,500.00	1,500.00
35	170103	CLEARING AND GRUBBING (LS)		LS	1	25,000.00	25,000.00	66,000.00	66,000.00
36	190101	ROADWAY EXCAVATION	Like 1	CY	4,040	50.00	202,000.00	23.00	92,920.00
37	190185	SHOULDER BACKING	Like 2	LF	3,560	2.10	7,476.00	3.00	10,680.00
38	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	1,260	5.00	6,300.00	5.00	6,300.00
39	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	5,610	10.00	56,100.00	4.56	25,581.60
40	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,600	75.00	420,000.00	73.73	412,888.00
41	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,360	90.00	302,400.00	84.84	285,062.40
42	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,550	5.00	7,750.00	7.00	10,850.00
43	710200	ADJUST MANHOLE [STORM DRAIN]		EA	3	750.00	2,250.00	2,000.00	6,000.00
44	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	4,990	20.00	99,800.00	15.00	74,850.00
45	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,410	10.00	44,100.00	15.00	66,150.00
46	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	760	25.00	19,000.00	49.00	37,240.00
47	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	680	15.00	10,200.00	12.00	8,160.00
48	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	7	4,000.00	28,000.00	3,300.00	23,100.00
49	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	2	4,000.00	8,000.00	3,300.00	6,600.00
50	780433	PAINT CURB (2-COAT)		LF	40	5.00	200.00	3.00	120.00
51	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	530	4.00	2,120.00	5.00	2,650.00
52	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	2	300.00	600.00	55.00	110.00
53	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,830	5.00	9,150.00	5.00	9,150.00
54	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	16,300	0.30	4,890.00	0.49	7,987.00
55	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	8	500.00	4,000.00	300.00	2,400.00
56	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00	130,000.00	130,000.00
BASE BID SCHEDULE "2" TOTAL							1,444,336.00		1,418,000.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Dartmouth Street Resurfacing Project
 Crest Dr. to Florida Ave. (SH 74); and
 Yale Street Resurfacing Project
 Crest Dr. to 250' North of Acacia Ave.
 Community of East Hemet

Project BOS Approval: June 26, 2018 (Agenda Item No. 3.69)

Addenda: 1 (7/12/2018)

Bids Open: 2 pm Date: Wednesday, July 18, 2018

Project No. C1-0560 and C1-0580

ALTERNATE BID SCHEDULE 1; LHMWD FACILITIES WITHIN YALE ST		COUNTY'S ESTIMATE				Hardy & Harper, Inc. Santa Ana, CA 92705			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
57	710218	ADJUST VALVE BOX (WATER METER)		EA	1	1,000.00	1,000.00	1,000.00	1,000.00
58	710228	ADJUST SEWER MANHOLE		EA	23	800.00	18,400.00	1,000.00	23,000.00
		ALTERNATE BID SCHEDULE "1" TOTAL ITEMS 57-58					19,400.00		24,000.00
ALTERNATE BID SCHEDULE 2; LHMWD FACILITIES WITHIN DARTMOUTH ST.									
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
59	710218	ADJUST VALVE BOX (WATER METER)		EA	1	1,000.00	1,000.00	1,000.00	1,000.00
60	710228	ADJUST SEWER MANHOLE		EA	23	800.00	18,400.00	1,000.00	23,000.00
		BASE BID SCHEDULE "2" TOTAL ITEMS 59-60					19,400.00		24,000.00
ALTERNATE BID SCHEDULE 3; EMMWD FACILITIES WITHIN DARTMOUTH ST.									
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
61	710228	ADJUST SEWER MANHOLE		EA	1	800.00	800.00	1,000.00	1,000.00
		BASE BID SCHEDULE "3" TOTAL ITEMS 61					800.00		1,000.00
ALTERNATE BID SCHEDULE 4; EMMWD FACILITIES WITHIN YALE ST.									
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
62	710228	ADJUST SEWER MANHOLE		EA	4	800.00	3,200.00	1,000.00	4,000.00
		BASE BID SCHEDULE "4" TOTAL ITEMS 62					3,200.00		4,000.00

TOTAL (BASE BID AND ALTERNATE BID SCHEDULES) ITEMS 1 - 62							3,314,347.50	3,245,904.00
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Riverside County Transportation Department
Summary of Bids

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Addenda: 1 (7/12/2018)

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 Community of East Hemet
 Project No. C1-0560 and C1-0580

BASE BID SCH. 1 (DARTMOUTH ST. RESURFACING)		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST CONTROL		LS	1	2,500.00	2,500.00	7,000.00	7,000.00
2	100100	DEVELOP WATER SUPPLY		LS	1	1,500.00	1,500.00	1,600.00	1,600.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	89,862.00	89,862.00	110,000.00	110,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	1,100.00	1,100.00	4,000.00	4,000.00
5	170103	CLEARING AND GRUBBING (LS)		LS	1	8,800.00	8,800.00	13,000.00	13,000.00
6	190101	ROADWAY EXCAVATION	Like 1	CY	5,480	30.00	164,400.00	72.00	394,560.00
7	190185	SHOULDER BACKING	Like 2	LF	2,915	3.30	9,619.50	4.75	13,846.25
8	377501	SLURRY SEAL (TYPE II)		ELT	86	459.00	39,474.00	545.00	46,870.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	135	3.30	445.50	7.00	945.00
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	3,170	10.30	32,851.00	9.25	29,322.50
11	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,880	73.00	429,240.00	74.00	435,120.00
12	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,480	93.00	323,640.00	89.00	309,720.00
13	710182	RECONSTRUCT DRAINAGE FACILITY (LS) {PER DETAIL D ON SHEET X-1}		LS	1	20,200.00	20,200.00	35,000.00	35,000.00
14	710200	ADJUST MANHOLE (STORM DRAIN)		EA	2	880.00	1,760.00	1,100.00	2,200.00
15	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	7,457	21.50	160,325.50	19.00	141,683.00
16	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,981	22.00	109,582.00	19.00	94,639.00
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	938	45.00	42,210.00	45.00	42,210.00
18	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	3,410	11.50	39,215.00	10.00	34,100.00
19	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	16	3,800.00	60,800.00	5,200.00	83,200.00
20	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	8	3,800.00	30,400.00	4,500.00	36,000.00
21	017319	MINOR CONCRETE(DRIVEWAY APPROACH)(CRS 213)		SQFT	1,780	11.60	20,648.00	10	17,800.00
22	017318	MINOR CONCRETE(ALLEY APRON)(CRS 500)		SQFT	556	15.00	8,340.00	11.00	6,116.00
23	731521	MINOR CONCRETE (SIDEWALK)		SQFT	1,356	8.50	11,526.00	9.25	12,543.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	682	4.20	2,864.40	4.25	2,898.50
25	820410	SALVAGE ROADSIDE SIGN		EA	43	52.00	2,236.00	54.00	2,322.00
26	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	48	420.00	20,160.00	425.00	20,400.00
27	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,693	4.70	7,957.10	4.75	8,041.75
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	15,640	0.50	7,820.00	0.50	7,820.00
29	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	6	260.00	1,560.00	265.00	1,590.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	170,000.00	170,000.00	170,000.00	170,000.00
BASE BID SCHEDULE "1" TOTAL							1,820,836.00		2,084,547.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Dartmouth Street Resurfacing Project
 Crest Dr. to Florida Ave. (SH 74); and
 Yale Street Resurfacing Project
 Crest DR. to 250' North of Acacia Ave.
 Community of East Hemet

Project No. C1-0560 and C1-0580

Project No. C1-0560 and C1-0580

Attenda: 1 (7/12/2018)

Bids Open: 2 pm Date: Wednesday, July 18, 2018

BASE BID SCH. 2 (YALE ST. RESURFACING)		All American Asphalt Corona, CA 92878		R.J. Noble Company Orange, CA 92856					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
31	066100	DUST CONTROL		LS	1	2,500.00	2,500.00	7,000.00	7,000.00
32	100100	DEVELOP WATER SUPPLY		LS	1	1,500.00	1,500.00	1,600.00	1,600.00
33	120100	TRAFFIC CONTROL SYSTEM		LS	1	104,000.00	104,000.00	110,000.00	110,000.00
34	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	1,100.00	1,100.00	4,000.00	4,000.00
35	170103	CLEARING AND GRUBBING (LS)		LS	1	8,800.00	8,800.00	13,000.00	13,000.00
36	190101	ROADWAY EXCAVATION	Like 1	CY	4,040	30.00	121,200.00	72.00	290,880.00
37	190185	SHOULDER BACKING	Like 2	LF	3,560	3.30	11,748.00	4.75	16,910.00
38	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	1,260	3.30	4,158.00	7.00	8,820.00
39	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	5,610	10.30	57,783.00	9.25	51,892.50
40	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,600	73.00	408,800.00	74.00	414,400.00
41	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,360	93.00	312,480.00	89.00	299,040.00
42	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,550	3.20	4,960.00	7.00	10,850.00
43	710200	ADJUST MANHOLE (STORM DRAIN)		EA	3	880.00	2,640.00	1,100.00	3,300.00
44	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	4,990	21.50	107,285.00	19.00	94,810.00
45	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,410	22.00	97,020.00	19.00	83,790.00
46	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	760	45.00	34,200.00	45.00	34,200.00
47	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	680	11.50	7,820.00	10.00	6,800.00
48	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	7	3,800.00	26,600.00	5,200.00	36,400.00
49	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	2	3,800.00	7,600.00	4,500.00	9,000.00
50	780433	PAINT CURB (2-COAT)		LF	40	2.60	104.00	3.00	120.00
51	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	530	4.20	2,226.00	4.25	2,252.50
52	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	2	420.00	840.00	425.00	850.00
53	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,830	4.70	8,601.00	4.75	8,692.50
54	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	16,300	0.50	8,150.00	0.50	8,150.00
55	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	8	260.00	2,080.00	265.00	2,120.00
56	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	\$130,000.00	130,000.00	130,000.00	130,000.00
BASE BID SCHEDULE "2" TOTAL							1,474,195.00		1,648,877.50

**Riverside County Transportation Department
Summary of Bids**

Project BOS Approval: June 26, 2018 (Agenda Item No. 3.69)

Addenda: 1 (7/12/2018)

Bids Open: 2 pm Date: Wednesday, July 18, 2018

PROJECT: Dartmouth Street Resurfacing Project
Crest Dr. to Florida Ave. (SH 74); and
Yale Street Resurfacing Project
Crest DR. to 250' North of Acacia Ave.
Community of East Hemet
Project No. C1-0560 and C1-0580

ALTERNATE BID SCHEDULE 1; LHMWD FACILITIES WITHIN YALE ST		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
57	710218	ADJUST VALVE BOX (WATER METER)		EA	1	880.00	880.00	1,000.00	1,000.00
58	710228	ADJUST SEWER MANHOLE		EA	23	880.00	20,240.00	1,000.00	23,000.00
		ALTERNATE BID SCHEDULE "1" TOTAL ITEMS 57-58					21,120.00		24,000.00
ALTERNATE BID SCHEDULE 2; LHMWD FACILITIES WITHIN DARTMOUTH ST.		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
59	710218	ADJUST VALVE BOX (WATER METER)		EA	1	880.00	880.00	1,000.00	1,000.00
60	710228	ADJUST SEWER MANHOLE		EA	23	880.00	20,240.00	1,000.00	23,000.00
		BASE BID SCHEDULE "2" TOTAL ITEMS 59-60					21,120.00		24,000.00
ALTERNATE BID SCHEDULE 3; EMWD FACILITIES WITHIN DARTMOUTH ST.		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
61	710228	ADJUST SEWER MANHOLE		EA	1	880.00	880.00	1,000.00	1,000.00
		BASE BID SCHEDULE "3" TOTAL ITEMS 61					880.00		1,000.00
ALTERNATE BID SCHEDULE 4; EMWD FACILITIES WITHIN YALE ST.		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item*	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
62	710228	ADJUST SEWER MANHOLE		EA	4	880.00	3,520.00	1,000.00	4,000.00
		BASE BID SCHEDULE "4" TOTAL ITEMS 62					3,520.00		4,000.00

TOTAL (BASE BID AND ALTERNATE BID SCHEDULES) ITEMS 1 - 62		3,341,671.00	3,786,424.50
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Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

Transportation Department

ADDENDUM NUMBER 1

Dated July 12, 2018

to the
Specifications and Contract Documents
for the construction of

Dartmouth Street Resurfacing Project
Crest Drive to Florida Avenue (SH 74), Project No C1-0560, and
Yale Street Resurfacing Project
Crest Drive to 250' North of Acacia Avenue, Project No C1-0580
Community of East Hemet

Bids Due: Wednesday, July 18, 2018; 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 SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" pages B2-B4. Delete and replace "Proposal" (pages B2-B4) with "Revised Proposal" attached herewith as **Attachment "A"**.

- a. "Estimated Quantity" is revised for the following bid item:
Item 43, "ADJUST MANHOLE [STORM DRAIN]"
Item 58, "ADJUST SEWER MANHOLE"
- b. The following bid item has been added:
Alternate Bid Schedule 4, EMWD Facilities within Yale Street
Item 62 "ADJUST SEWER MANHOLE"
- c. Units of measurement have been revised for the following bid items:
Item 23 "MINOR CONCRETE (SIDEWALK)"
Item 50 "PAINT CURB (2-COAT)"

COPY

Item 2: Crack Treatment. Refer to Section 37-5, "Crack Treatment," on page 27 of the special provisions. Delete and replace the third paragraph of Section 37-5, "Crack Treatment," and replace it with the following paragraph:

All cracks will be filled with a rubberized asphalt material that has a minimum softening point temperature of **200°** Fahrenheit and a safe heating temperature of **380°** Fahrenheit, or as otherwise directed by the Engineer.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 3: Location of four EMWD's Sewer Manholes on Yale Street. Refer to plans sheet 4 of 12 of the Yale Street Resurfacing Plans. The EMWD sewer manholes are found at the following locations:

- 1) Sewer Manhole is located at approximately Station 26+40.
- 2) Sewer Manhole is located at approximately Station 31+54.
This manhole is labeled on the plans as SD (storm drain) manhole. Delete the 'SD' label and replace with an 'S' (sewer) label.
- 3) Sewer Manhole is located at approximately Station 34+59.
This manhole is labeled on the plans as SD (storm drain) manhole. Delete the 'SD' label and replace with an 'S' (sewer) label.
- 4) Sewer Manhole is located at approximately Station 39+53.

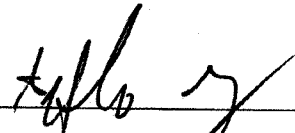
ATTACHMENTS

A – Revised Proposal

Addendum No. 1
Dartmouth Street Resurfacing Project, Project No C1-0560, and
Yale Street Resurfacing Project, Project No C1-0580
Community of East Hemet
July 12, 2018
Page 3 of 3

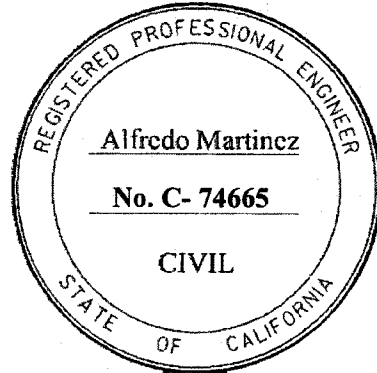
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Recommended by:




Alfredo Martinez, PE
County Project Manager

7/12/18



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

7/12/18

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

JRJ: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).

Dartmouth Street Resurfacing Project
Crest Drive to Florida Avenue (SH 74), Project No C1-0560
And
Yale Street Resurfacing Project
Crest Drive to 250' North of Acacia Avenue, Project No C1-0580
Community of East Hemet

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 1 (DARTMOUTH ST. RESURFACING)							
1	066100	DUST CONTROL		LS	1		
2	100100	DEVELOP WATER SUPPLY		LS	1		
3	120100	TRAFFIC CONTROL SYSTEM		LS	1		
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1		
5	170103	CLEARING AND GRUBBING (LS)		LS	1		
6	190101	ROADWAY EXCAVATION	Like 1	CY	5,480		
7	190185	SHOULDER BACKING	Like 2	LF	2,915		
8	377501	SLURRY SEAL [TYPE II]		ELT	86		
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	135		
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	3,170		
11	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,880		
12	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,480		
13	710182	RECONSTRUCT DRAINAGE FACILITY (LS) [PER DETAIL D ON SHEET X-1]		LS	1		
14	710200	ADJUST MANHOLE [STORM DRAIN]		EA	2		
15	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	7,457		
16	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,981		
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	938		
18	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	3,410		
19	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	16		
20	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	8		
21	017319	MINOR CONCRETE(DRIVEWAY APPROACH)(CRS 213)		SQFT	1,780		
22	017318	MINOR CONCRETE(ALLEY APRON)(CRS 500)		SQFT	556		
23	731521	MINOR CONCRETE (SIDEWALK)		SQFT	1,356		
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	682		
25	820410	SALVAGE ROADSIDE SIGN		EA	43		
26	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	48		
27	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,693		
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	15,640		
29	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	6		
30	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	170,000.00	170,000.00

BASE BID TOTAL: _____ \$ _____
ITEMS 1-30 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted.

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 2 (YALE ST. RESURFACING)							
31	066100	DUST CONTROL		LS	1		
32	100100	DEVELOP WATER SUPPLY		LS	1		
33	120100	TRAFFIC CONTROL SYSTEM		LS	1		
34	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1		
35	170103	CLEARING AND GRUBBING (LS)		LS	1		
36	190101	ROADWAY EXCAVATION	Like 1	CY	4,040		
37	190185	SHOULDER BACKING	Like 2	LF	3,560		
38	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	1,260		
39	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	5,610		
40	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,600		
41	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,360		
42	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,550		
43	710200	ADJUST MANHOLE [STORM DRAIN]		EA	3		
44	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	4,990		
45	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,410		
46	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	760		
47	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	680		
48	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	7		
49	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	2		
50	780433	PAINT CURB (2-COAT)		LF	40		
51	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	530		
52	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	2		
53	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,830		
54	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	16,300		
55	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	8		
56	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00

BASE BID TOTAL: _____ \$ _____
ITEMS 31-56 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted.

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 1; LHMWD FACILITIES WITHIN YALE ST.

57	710218	ADJUST VALVE BOX [WATER METER]		EA	1		
58	710228	ADJUST SEWER MANHOLE		EA	23		

ALT. BID SCH.1 TOTAL: _____ \$ _____
ITEMS 57 - 58 "WORDS"

ITEM No.	ITEM CODE	ITEM		UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 2; LHMWD FACILITIES WITHIN DARTMOUTH ST.

59	710218	ADJUST VALVE BOX [WATER METER]		EA	1		
60	710228	ADJUST SEWER MANHOLE		EA	23		

ALT. BID SCH.2 TOTAL: _____ \$ _____
ITEMS 59 - 60 "WORDS"

ITEM No.	ITEM CODE	ITEM		UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 3; EMWD FACILITIES WITHIN DARTMOUTH ST.

61	710228	ADJUST SEWER MANHOLE		EA	1		
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ALT BID SCH.3 TOTAL: _____ \$ _____
ITEM 61 "WORDS"

ITEM No.	ITEM CODE	ITEM		UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 4; EMWD FACILITIES WITHIN YALE ST.

62	710228	ADJUST SEWER MANHOLE		EA	4		
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ALT BID SCH.4 TOTAL: _____ \$ _____
ITEM 62 "WORDS"

BASE BID SCH. 1 AND 2, AND ALT. BID SCH. 1, 2, 3 AND 4.

TOTAL: _____ \$ _____
ITEMS 1- 62 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted.

Bid

Date: 7/11/18

To: County of Riverside, hereafter called "County";

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

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Dartmouth Street Resurfacing Project, Crest Drive to Florida Avenue (SH 74), Project No. C1-0560; and Yale Street Resurfacing Project, Crest Drive to 250' North of Acacia Avenue, Project No. C1-0580, in the Community of East Hemet hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) #1 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

Dartmouth Street Resurfacing Project
Crest Drive to Florida Avenue (SH 74), Project No C1-0560
And
Yale Street Resurfacing Project
Crest Drive to 250' North of Acacia Avenue, Project No C1-0580
Community of East Hemet

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 1 (DARTMOUTH ST. RESURFACING)							
1	066100	DUST CONTROL		LS	1	4,969.60	4,969.60
2	100100	DEVELOP WATER SUPPLY		LS	1	4,000.00	4,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	123,000.00	123,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	1,500.00	1,500.00
5	170103	CLEARING AND GRUBBING (LS)		LS	1	101,000.00	101,000.00
6	190101	ROADWAY EXCAVATION	Like 1	CY	5,480	23.00	126,040.00
7	190185	SHOULDER BACKING	Like 2	LF	2,915	3.00	8,745.00
8	377501	SLURRY SEAL (TYPE II)		ELT	86	500.00	43,000.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	135	5.00	675.00
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	3,170	4.56	14,455.20
11	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,880	73.73	433,532.40
12	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,480	84.84	295,243.20
13	710182	RECONSTRUCT DRAINAGE FACILITY (LS) [PER DETAIL D ON SHEET X-1]		LS	1	24,000.00	24,000.00
14	710200	ADJUST MANHOLE [STORM DRAIN]		EA	2	2,000.00	4,000.00
15	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	7,457	15.00	111,655.00
16	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,981	15.00	74,715.00
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	938	49.00	45,962.00
18	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	3,410	12.00	40,920.00
19	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	16	3,300.00	52,800.00
20	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	8	3,300.00	26,400.00
21	017319	MINOR CONCRETE(DRIVEWAY APPROACH)(CRS 213)		SQFT	1,780	12.00	21,360.00
22	017318	MINOR CONCRETE(ALLEY APRON)(CRS 500)		SQFT	556	13.50	7,506.00
23	731521	MINOR CONCRETE (SIDEWALK)		SQFT	1,356	9.50	12,882.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	682	5.00	3,410.00
25	820410	SALVAGE ROADSIDE SIGN		EA	43	55.00	2,365.00
26	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	48	432.00	20,736.00
27	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,693	5.00	8,465.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	15,640	0.49	7,663.60
29	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	6	300.00	1,800.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	170,000.00	170,000.00

one million seven hundred ninety three thousand even -

BASE BID TOTAL: ~~One hundred seventy thousand even~~ SK \$ 1,793,000.00
ITEMS 1-30 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted.

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 2 (YALE ST. RESURFACING)							
31	066100	DUST CONTROL		LS	1	4,701.00	4,701.00
32	100100	DEVELOP WATER SUPPLY		LS	1	4,000.00	4,000.00
33	120100	TRAFFIC CONTROL SYSTEM		LS	1	123,000.00	123,000.00
34	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	1,500.00	1,500.00
35	170103	CLEARING AND GRUBBING (LS)		LS	1	66,000.00	66,000.00
36	190101	ROADWAY EXCAVATION	Like 1	CY	4,040	23.00	92,920.00
37	190185	SHOULDER BACKING	Like 2	LF	3,560	3.00	10,680.00
38	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	1,260	5.00	6,300.00
39	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	5,610	4.56	25,581.60
40	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,600	73.73	412,888.00
41	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,360	84.84	285,062.40
42	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,550	7.00	10,850.00
43	710200	ADJUST MANHOLE [STORM DRAIN]		EA	3	2,000.00	6,000.00
44	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	4,990	15.00	74,850.00
45	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,410	15.00	66,150.00
46	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	760	49.00	37,240.00
47	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	680	12.00	8,160.00
48	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	7	3,300.00	23,100.00
49	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	2	3,300.00	6,600.00
50	780433	PAINT CURB (2-COAT)		LF	40	3.00	120.00
51	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	530	5.00	2,650.00
52	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	2	55.00	110.00
53	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,830	5.00	9,150.00
54	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	16,300	0.49	7,987.00
55	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	8	300.00	2,400.00
56	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00

BASE BID TOTAL: one million four hundred eighteen thousand even ————— \$1,418,000.00
ITEMS 31-56 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted.

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 1; LHMWD FACILITIES WITHIN YALE ST.

57	710218	ADJUST VALVE BOX [WATER METER]		EA	1	1,000.00	1,000.00
58	710228	ADJUST SEWER MANHOLE		EA	23	1,000.00	23,000.00

ALT. BID SCH.1 TOTAL: twenty four thousand even - \$ 24,000.00
ITEMS 57 - 58 "WORDS"

ITEM No.	ITEM CODE	ITEM		UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 2; LHMWD FACILITIES WITHIN DARTMOUTH ST.

59	710218	ADJUST VALVE BOX [WATER METER]		EA	1	1,000.00	1,000.00
60	710228	ADJUST SEWER MANHOLE		EA	23	1,000.00	23,000.00

ALT. BID SCH.2 TOTAL: twenty-four thousand even - \$ 24,000.00
ITEMS 59 - 60 "WORDS"

ITEM No.	ITEM CODE	ITEM		UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 3; EMWD FACILITIES WITHIN DARTMOUTH ST.

61	710228	ADJUST SEWER MANHOLE		EA	1	1,000.00	1,000.00
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ALT. BID SCH.3 TOTAL: One thousand even - \$ 1,000.00
ITEM 61 "WORDS"

ITEM No.	ITEM CODE	ITEM		UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATE BID SCHEDULE 4; EMWD FACILITIES WITHIN YALE ST.

62	710228	ADJUST SEWER MANHOLE		EA	4	1,000.00	4,000.00
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ALT. BID SCH.4 TOTAL: Four thousand even - \$ 4,000.00
ITEM 62 "WORDS"

BASE BID SCH. 1 AND 2, AND ALT. BID SCH. 1, 2, 3 AND 4.

TOTAL: three million two hundred sixty-four thousand even - \$ 3,264,000.00
ITEMS 1- 62 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted.

Bidder Data and Signature

Name of Bidder: Hardy & Harper, Inc

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Steve Kirschner, Kristen S. Paulino & Corey Kirschner

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 1312 E. Warner Ave.
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Santa Ana, CA 92705

P.O. Box- Number: N/A

P.O. Box- City, State, Zip Code: _____

Phone: (714) 444-1851

Facsimile: (714) 444-2801

E-mail: tpham@hardyandharper.com

Contractor's license number: 215952

License Classification(s): A, C-8, C12

Expiration date: 12/31/19

Department of Industrial Relations Registration Number: 1000000076

Bidder Data and Signature (continued)


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

**Dartmouth Street Resurfacing Project
Crest Drive to Florida Avenue (SH 74), Project No C1-0560
And
Yale Street Resurfacing Project
Crest Drive to 250' North of Acacia Avenue, Project No C1-0580
Community of East Hemet**

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

Signature:



Name (printed):

Steve Kirschner

Title:

Vice President

"Contractor"

Attachment A
Hardy & Harper, Inc.

Corporate Officers

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

Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

Name of Bidder (Prime/General Contractor): Hardy & Harper, Inc

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work	
1.	Superior	776306	1000001476	Beaumont, CA	24-28 50-54 Striping	<input type="checkbox"/>	37,574
2.	CA Professional Eng	793907	1000001980	La Puente, CA	29, 55 Loop Detector	<input type="checkbox"/>	3,500
3.	EBS Utilities	932798	1000004286	Corona, CA	14, 43, 57-62 Manholes	<input type="checkbox"/>	57,420
4.	Covarrubias Bros	784171	100000 6652	Murrieta CA	13	<input type="checkbox"/>	23,000
5.	Pavement Coatings	303609	100000 3382	Jurupa Valley, CA	#8 Slurry Seal	<input type="checkbox"/>	39,474
6.						<input type="checkbox"/>	

Additional Subcontractor List(s) may be attached to the Bid.
(A copy of this form may be attached with additional Subcontractor information.)

Percent of work to be performed by Subcontractors: 5.5 %

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

Non-Collusion Declaration

To be executed by bidder and submitted with bid.
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

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

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

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

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

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

July (Month) 11th (Day) of 2018 (Year),

at Santa Ana (City), California (State).

Signature of Declarant:



Printed name of Declarant: Steve Kirschner

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

Title or Office: Vice President

Note: Notarization of signature required.

Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 July 11, 2018 before me, Tina Pham, 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(x) 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 *Tina Pham*
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: Non-Collusion Declaration Document Date: July 11, 2018
Number of Pages: 1 Signer(s) Other Than Named Above: None

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: _____

Iran Contracting Act
(Public Contract Code sections 2200-2208)


Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> Hardy & Harper, Inc		<i>Federal ID Number (or n/a)</i> 95-2251022
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Steve Kirschner - Vice President		
<i>Date Executed</i> 7/11/18	<i>Executed in</i> Santa Ana, CA	

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **attach documentation demonstrating the exemption approval.**

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	



Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

Transportation Department

ADDENDUM NUMBER 1

Dated July 12, 2018

to the
Specifications and Contract Documents
for the construction of

Dartmouth Street Resurfacing Project
Crest Drive to Florida Avenue (SH 74), Project No C1-0560, and
Yale Street Resurfacing Project
Crest Drive to 250' North of Acacia Avenue, Project No C1-0580
Community of East Hemet

Bids Due: Wednesday, July 18, 2018; 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 SPECIAL PROVISIONS:

Item 1: Revised Proposal. Refer to "Proposal" pages B2-B4. Delete and replace "Proposal" (pages B2-B4) with "Revised Proposal" attached herewith as **Attachment "A"**.

- a. "Estimated Quantity" is revised for the following bid item:
 - Item 43, "ADJUST MANHOLE [STORM DRAIN]"
 - Item 58, "ADJUST SEWER MANHOLE"

- b. The following bid item has been added:
 - Alternate Bid Schedule 4, EMWD Facilities within Yale Street
 - Item 62 "ADJUST SEWER MANHOLE"

- c. Units of measurement have been revised for the following bid items:
 - Item 23 "MINOR CONCRETE (SIDEWALK)"
 - Item 50 "PAINT CURB (2-COAT)"

Item 2: Crack Treatment. Refer to Section 37-5, "Crack Treatment," on page 27 of the special provisions. Delete and replace the third paragraph of Section 37-5, "Crack Treatment," and replace it with the following paragraph:

All cracks will be filled with a rubberized asphalt material that has a minimum softening point temperature of **200°** Fahrenheit and a safe heating temperature of **380°** Fahrenheit, or as otherwise directed by the Engineer.

MODIFICATIONS / CLARIFICATIONS TO THE PLANS

Item 3: Location of four EMWD's Sewer Manholes on Yale Street. Refer to plans sheet 4 of 12 of the Yale Street Resurfacing Plans. The EMWD sewer manholes are found at the following locations:

- 1) Sewer Manhole is located at approximately Station 26+40.
- 2) Sewer Manhole is located at approximately Station 31+54.
This manhole is labeled on the plans as SD (storm drain) manhole. Delete the 'SD' label and replace with an 'S' (sewer) label.
- 3) Sewer Manhole is located at approximately Station 34+59.
This manhole is labeled on the plans as SD (storm drain) manhole. Delete the 'SD' label and replace with an 'S' (sewer) label.
- 4) Sewer Manhole is located at approximately Station 39+53.

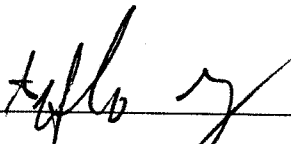
ATTACHMENTS

A – Revised Proposal

Addendum No. 1
Dartmouth Street Resurfacing Project, Project No C1-0560, and
Yale Street Resurfacing Project, Project No C1-0580
Community of East Hemet
July 12, 2018
Page 3 of 3

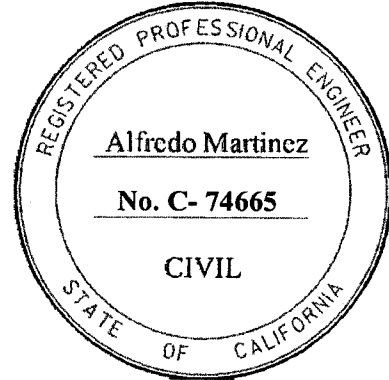
This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Recommended by:




Alfredo Martinez, PE
County Project Manager

7/12/18



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

7/12/18

Acknowledged:



(Contractor)

Date: 7/13/18

JRJ:jj: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).

Bid Bond

Recitals:

- 1. Hardy & Harper, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Dartmouth Street Resurfacing Project, Crest Drive to Florida Avenue (SH 74), Project No. C1-0560; and Yale Street Resurfacing Project, Crest Drive to 250' North of Acacia Avenue, Project No. C1-0580, in the Community of East Hemet in accordance with a Notice Inviting Bids from the County.
- 2. Fidelity and Deposit Company of Maryland a Maryland corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: July 13, 2018

Signatures:

Fidelity and Deposit Company of Maryland

Hardy & Harper, Inc.

By: [Signature]
Dwight Reilly

By: [Signature]

Title: Attorney in Fact
"Surety"

Title: Steve Kirchner - vice president
"Contractor"

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/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be notarized. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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)

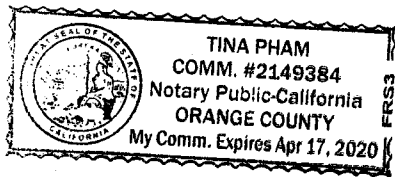
On July 13, 2018 before me, Tina Pham, Notary Public
Date Here Insert Name and Title of the Officer

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 *Tina Pham*
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: Bid Bond Document Date: July 13, 2018
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: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____
Hardy & Harper, Inc

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

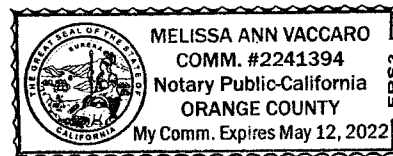
On July 13, 2018 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



STATE OF CALIFORNIA
 DEPARTMENT OF INSURANCE
 SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Fidelity and Deposit Company of Maryland

of Baltimore, Maryland, organized under the laws of Maryland, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

Not Surety

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 29th day of January, 1985,

I have hereunto set my hand and caused my official seal to be affixed this 29th day of January, 1985.

Fee \$50.00

Rec. No. S#314

Filed 12/3/84

Bruce Bunner
Insurance Commissioner

By

Victoria S. Sidbury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 3rd day of August, 2000.

J. Clark Kelso
Acting Insurance Commissioner

Pauline D'Andrea
Pauline D'Andrea
Deputy

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 **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna Rozelle OSTROM and Michael CASTANEDA, all of Orange, California, EACH** its true and lawful agents and Attorney-in-Facts, 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 28th day of November, A.D. 2017.

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



By: *Michael P. Bond*
Vice President



By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 28th day of November, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, 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, 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 13th day of July, 2018.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.zurichna.com/en/claims



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
- Company Complaint
 - 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

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
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

[back to top](#)

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](#)

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, **Dartmouth Street Resurfacing Project, Crest Drive to Florida Avenue (SH 74), Project No. C1-0560; and Yale Street Resurfacing Project, Crest Drive to 250' North of Acacia Avenue, Project No. C1-0580, in the Community of East Hemet**, 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 2015 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 1, (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. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" 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.

Dartmouth Street Resurfacing Project
Crest Drive to Florida Avenue (SH 74), Project No C1-0560
And
Yale Street Resurfacing Project
Crest Drive to 250' North of Acacia Avenue, Project No C1-0580
Community of East Hemet

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 1 (DARTMOUTH ST. RESURFACING)							
1	066100	DUST CONTROL		LS	1	4,969.60	4,969.60
2	100100	DEVELOP WATER SUPPLY		LS	1	4,000.00	4,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	123,000.00	123,000.00
4	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	1,500.00	1,500.00
5	170103	CLEARING AND GRUBBING (LS)		LS	1	101,000.00	101,000.00
6	190101	ROADWAY EXCAVATION	Like 1	CY	5,480	23.00	126,040.00
7	190185	SHOULDER BACKING	Like 2	LF	2,915	3.00	8,745.00
8	377501	SLURRY SEAL [TYPE II]		ELT	86	500.00	43,000.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	135	5.00	675.00
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	3,170	4.56	14,455.20
11	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,880	73.73	433,532.40
12	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,480	84.84	295,243.20
13	710182	"RECONSTRUCT DRAINAGE FACILITY (LS) [PER DETAIL D ON SHEET X-1]		LS	1	24,000.00	24,000.00
14	710200	ADJUST MANHOLE [STORM DRAIN]		EA	2	2,000.00	4,000.00
15	017302	"MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED PER PLAN]	Like 7	SQFT	7,457	15.00	111,855.00
16	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,981	15.00	74,715.00
17	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	938	49.00	45,962.00
18	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	3,410	12.00	40,920.00
19	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	16	3,300.00	52,800.00
20	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	3,410	3,300.00	26,400.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 1 (DARTMOUTH ST. RESURFACING)							
21	017319	MINOR CONCRETE(DRIVEWAY APPROACH)(CRS 213)		SQFT	1,780	12.00	21,360.00
22	017318	MINOR CONCRETE(ALLEY APRON)(CRS 500)		SQFT	556	13.50	7,506.00
23	731521	MINOR CONCRETE (SIDEWALK)		SQFT	1,356	9.50	12,882.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	682	5.00	3,410.00
25	820410	SALVAGE ROADSIDE SIGN		EA	43	55.00	2,365.00
26	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	48	55.00	2,640.00
27	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,693	5.00	8,465.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	15,640	0.49	7,663.60
29	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	6	300.00	1,800.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	170,000.00	170,000.00

BASE BID One million, one hundred seventy four thousand, nine hundred four dollars and zero
 SCH 1. TOTAL: _____ cents **\$1,174,904.00**
 ITEMS 1- 30 "WORDS"

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 2 (YALE ST. RESURFACING)							
31	066100	DUST CONTROL		LS	1	4,701.00	4,701.00
32	100100	DEVELOP WATER SUPPLY		LS	1	4,000.00	4,000.00
33	120100	TRAFFIC CONTROL SYSTEM		LS	1	123,000.00	123,000.00
34	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	1,500.00	1,500.00
35	170103	CLEARING AND GRUBBING (LS)		LS	1	66,000.00	66,000.00
36	190101	ROADWAY EXCAVATION	Like 1	CY	4,040	23.00	92,920.00
37	190185	SHOULDER BACKING	Like 2	LF	3,560	3.00	10,680.00
38	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	1,260	5.00	6,300.00
39	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	5,610	4.56	25,581.60
40	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	5,600	73.73	412,888.00
41	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 6	TON	3,360	84.84	285,062.40

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCH. 2 (YALE ST. RESURFACING)							
42	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,550	7.00	10,850.00
43	710200	ADJUST MANHOLE [STORM DRAIN]		EA	3	2,000.00	6,000.00
44	017302	"MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	Like 7	SQFT	4,990	15.00	74,850.00
45	017303	MINOR CONCRETE (SPANDREL) (CRS 209) [MODIFIED PER PLAN]	Like 8	SQFT	4,410	15.00	66,150.00
46	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	Like 9	LF	760	49.00	37,240.00
47	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 10	SQFT	680	12.00	8,160.00
48	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 11	EA	7	3,300.00	23,100.00
49	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Like 12	EA	2	3,300.00	6,600.00
50	780433	PAINT CURB (2-COAT)		LF	40	3.00	120.00
51	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 13	EA	530	5.00	2,650.00
52	820840	ROADSIDE SIGN - ONE POST	Like 14	EA	2	55.00	110.00
53	840515	THERMOPLASTIC PAVEMENT MARKING	Like 15	SQFT	1,830	5.00	9,150.00
54	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 16	LF	16,300	0.49	7,987.00
55	870111	INDUCTIVE LOOP DETECTOR (EA)	Like 17	EA	8	300.00	2,400.00
56	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00

BASE BID
 SCH 2: TOTAL _____ One million, four hundred eighteen thousand dollars and zero cents **\$1,418,000.00**
 ITEM 31- 56 _____ "WORDS"

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE "1" (LHMWD FACILITIES WITHIN YALE ST)							
57	710218	ADJUST VALVE BOX [WATER METER]		EA	1	1,000.00	1,000.00
58	710228	ADJUST SEWER MANHOLE		EA	23	1,000.00	23,000.00

ALT. BID
 SCH 1: TOTAL: _____ Twenty four thousand dollars and zero cents **\$24,000.00**
 ITEMS 57 - 58 _____ "WORDS"

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE "2" (LHMWD FACILITIES WITHIN DARTMOUTH ST)							
59	710218	ADJUST VALVE BOX [WATER METER]		EA	1	1,000.00	1,000.00
60	710228	ADJUST SEWER MANHOLE		EA	23	1,000.00	23,000.00

ALT. BID
 SCH 2. TOTAL: _____ Twenty four thousand dollars and zero cents **\$24,000.00**
 ITEMS 59 - 60 "WORDS"

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE "3" (EMWD FACILITIES WITHIN DARTMOUTH ST.)							
61	710228	ADJUST SEWER MANHOLE		EA	1	1,000.00	1,000.00

ALT. BID
 SCH 3. TOTAL: _____ One thousand dollars and zero cents **\$1,000.00**
 ITEM 61 "WORDS"

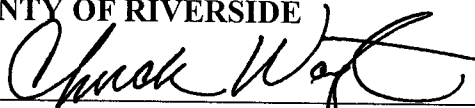
ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATE BID SCHEDULE "4" (EMWD FACILITIES WITHIN YALE ST)							
62	710228	ADJUST SEWER MANHOLE		EA	4	1,000.00	4,000.00


ALT. BID
 SCH 4. TOTAL: _____ Four thousand dollars and zero cents **\$4,000.00**
 ITEM 62 "WORDS"

PROJECT Three million, two hundred forty five thousand, nine hundred four dollars and
TOTAL: _____ zero cents **\$3,245,904.00**
ITEMS 1 - 62 "WORDS"

Dartmouth Street Resurfacing Project
Crest Drive to Florida Avenue (SH 74), Project No C1-0560
And
Yale Street Resurfacing Project
Crest Drive to 250' North of Acacia Avenue, Project No C1-0580
Community of East Hemet

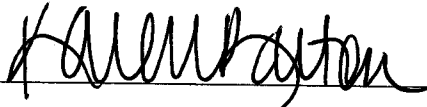
IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date set forth below.

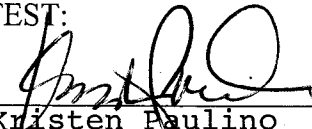
COUNTY OF RIVERSIDE
BY: 
CHUCK WASHINGTON
Chairman, Board of Supervisors

HARDY & HARPER, INC.
BY: 
Steve Kirschner

DATED: SEP 25 2018

TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board
BY: 
Deputy

ATTEST:

Kristen Paulino
TITLE: Secretary

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

License No.: 215952

Federal Employer Identification Number:
95-2251022

Department of Industrial Relations Registration Number:

1000000076

BY _____
"County"

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY  9/16/18
KRISTINE BELL-VALDEZ DATE

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

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

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

The following directors were present being all the acting directors:

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

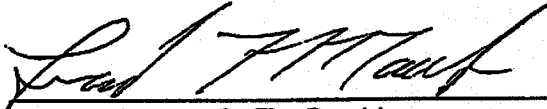
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts,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

On motion unanimously carried the following resolution was adopted:

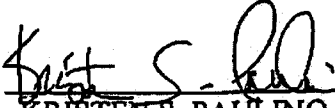
Daniel Maas, Steven M. Kirschner, and Kristen S. Paulino are authorized to sign contracts, bids, credit applications and necessary documents on behalf of the corporation to bind the corporation as he and the president of the corporation agree.

There being no further business, the meeting was adjourned.

DATED: November 15, 2005



FRED T. MAAS, JR., President



KRISTEN S. PAULINO, Secretary

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Dartmouth Street Resurfacing Project, Crest Drive to Florida Avenue (SH 74), Project No. C1-0560; and Yale Street Resurfacing Project, Crest Drive to 250' North of Acacia Avenue, Project No. C1-0580, in the Community of East Hemet.**

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 **\$3,245,904.00 (Three million, two hundred forty five thousand, nine hundred four dollars and zero cents)** and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Hardy & Harper, Inc.**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$3,245,904.00 (Three million, two hundred forty five thousand, nine hundred four 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 **Dartmouth Street Resurfacing Project, Crest Drive to Florida Avenue (SH 74), Project No. C1-0560; and Yale Street Resurfacing Project, Crest Drive to 250' North of Acacia Avenue, Project No. C1-0580, in the Community of East Hemet.**

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).

Performance Bond

Bond No. 7657783
Premium: \$15,705.00

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Dartmouth Street Resurfacing Project, Crest Drive to Florida Avenue (SH 74), Project No. C1-0560; and Yale Street Resurfacing Project, Crest Drive to 250' North of Acacia Avenue, Project No. C1-0580, in the Community of East Hemet.**
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 **\$3,245,904.00 (Three million, two hundred forty five thousand, nine hundred four 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 August 10, 2018

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

Fidelity and Deposit Company of Maryland
By [Signature]

By Kristen Paulino
Kristen Paulino - Secretary

Type Name Dwight Reilly, Attorney-in-Fact
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)

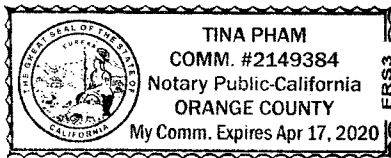
On August 10, 2018 before me, Tina Pham, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steve Kirschner & Kristen S. Paulino
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 *Tina Pham*
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: August 10, 2018
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: Kristen S. Paulino
 Corporate Officer — Title(s): Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
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)

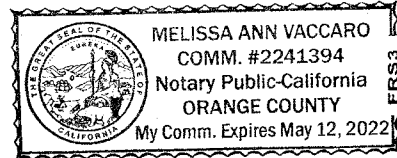
On August 10, 2018 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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 10th day of August, 20 18.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.zurichna.com/en/claims

**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 **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna Rozelle OSTROM and Michael CASTANEDA, all of Orange, California, EACH** its true and lawful agents and Attorney-in-Facts, 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.

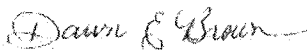
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 28th day of November, A.D. 2017.

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



By: *Michael P. Bond*
Vice President



By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of November, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, 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, Notary Public
My Commission Expires: July 9, 2019



THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

This bond was issued in two (2)
original counterparts

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

Bond No. 7657783

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 \$3,245,904.00 (Three million, two hundred forty five thousand, nine hundred four 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 Dartmouth Street Resurfacing Project, Crest Drive to Florida Avenue (SH 74), Project No. C1-0560; and Yale Street Resurfacing Project, Crest Drive to 250' North of Acacia Avenue, Project No. C1-0580, in the Community of East Hemet.


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: August 10, 2018

Hardy & Harper, Inc.
Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

By 
Steve Kirschner

By 
Dwight Reilly, Attorney-in-Fact
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)

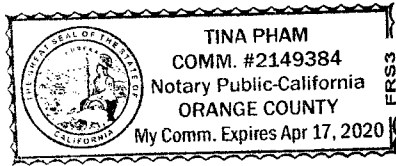
On August 10, 2018 before me, Tina Pham, Notary Public,
Date Here Insert Name and Title of the Officer

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 *Tina Pham*
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: August 10, 2018
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)

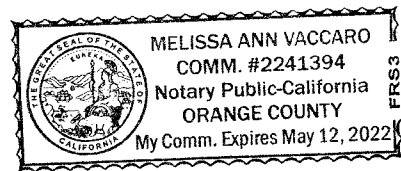
On August 10, 2018 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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 **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna Rozelle OSTROM and Michael CASTANEDA, all of Orange, California, EACH** its true and lawful agents and Attorney-in-Facts, 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 28th day of November, A.D. 2017.

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

Michael P. Bond

By: *Michael P. Bond*
Vice President



Dawn E. Brown

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 28th day of November, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, 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, deposed 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 10th day of August, 20 18.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.zurichna.com/en/claims



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- 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

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2018

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 Lic #0679263 Tustin CA 92780	CONTACT NAME: Shaby Amjad	
	PHONE (A/C, No, Ext): 714-338-3945	FAX (A/C, No):
	E-MAIL ADDRESS: samjad@wgbib.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Hardy & Harper, Inc. Maas Equipment, LLC 1312 E. Warner Ave. Santa Ana CA 92705	INSURER B : Zurich American Insurance Co.	16535
	INSURER C : First Mercury Insurance Co	10657
	INSURER D : Great American Insurance Co.	16691
	INSURER E : AGCS Marine Insurance Company	22837
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 565203775 **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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	WACGL00006023003	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP373645413	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	TUE406784502	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC373645313	10/1/2017	10/1/2018	<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
A E	Pollution/Professional Liability Rented/Leased Equip/Schedule Equi			MKLV5ENV100621 SML93020423	12/31/2017 12/31/2017	12/31/2019 12/31/2018	\$2,000,000 agg. \$1,000,000 occ. \$300,000 \$5,308,441

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.

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 CG 24 04 05 09.

AUTOMOBILE LIABILITY:
 See Attached...

CERTIFICATE HOLDER County of Riverside 3525 14th St, 2nd Floor 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

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Additional insured applies per attached endorsement U-CA-424-FCW (04-14).
 Primary wording applies per the attached U-CA-424-FCW (04-14).
 Waiver of Subrogation applies per attached endorsement U-CA-424-FCW (04-14)..

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

UMBRELLA LIABILITY:
 Umbrella policy follows form see attached dec page

RE: Dartmouth Street Resurfacing Project, Yale Street Resurfacing Project;

ADDITIONAL INSURED:
 The County of Riverside, its directors, officers, elected and appointed officials, employees, agents, and representatives, The City of Hemet, its elected and appointed officials, employees, agents, and representatives, State of California, Department of Transportation, its elected and appointed officials, employees, agents, and representatives, Lake Hemet Municipal Water District (LHMWD) its elected and appointed officials, employees, agents, and representatives, Eastern Municipal Water District (EMWD) its elected and appointed officials, employees, agents and representatives

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT SUBJECT TO A
TOTAL POLICY AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Any project: 1) covered under this policy; and 2) required by written contract with you to be subject to a separate General Aggregate limit.

(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)**, 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 shown in the Declarations of this policy.
 2. Subject to the Total Policy Aggregate Limit, 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," 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 shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Subject to the Total Policy Aggregate Limit, 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 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 and the Total Policy Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (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 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.
 - 3. Such payments will reduce the Total Policy 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 or the Designated Construction Project General Aggregate Limit or the Total Policy Aggregate Limit.
- D. The Total Policy Aggregate Limit scheduled in the Declarations of this policy is the most we will pay for the sum of: (a) all damages covered under this policy and falling within the scheduled Designated Construction Projects(s) General Aggregate Limits described in Paragraph A. of this endorsement; and, (b) all damages covered under this policy and falling within the General Aggregate Limit, as described in Paragraph B. of this endorsement and as set forth in the provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement. The Total Policy Aggregate Limit applies regardless of the sums indicated in the Declarations for the General Aggregate Limit or Designated Construction Projects(s) General Aggregate Limit, and applies to all locations(s) set forth in the Schedule above.

The Total Policy Aggregate Limit applies collectively, rather than separately, to all of your scheduled locations. The Total Policy Aggregate Limit is not reduced by payments for damages covered under this policy and falling within the "products-completed operations hazard," but such payments will reduce the Products-Completed Operations Aggregate Limit, as described in Paragraph C. of this endorsement.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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

Policy No.

Endorsement No.

Named Insured

WACGL000006023003

Countersigned by



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 executed prior to the "bodily injury" or "property damage".	Any location where "your work" is performed, but only with respect to completed operations covered under this policy for "Commercial Construction". "Commercial Construction" means all construction activity that is not "Residential Construction". "Residential Construction" means any construction operations, work or activities performed on any "residential property". "Residential property" means any of the following types of buildings, units or structures: single or multi-family dwellings, apartments, condominiums, townhomes including zero lot line townhomes, cooperative apartments, time-shared properties, and the entirety of any commercial or mixed use building, unit or structure of which any of the foregoing forms a part. "Residential property" also includes any common areas and infrastructure associated with any of the foregoing. Any building, unit or structure that becomes or is converted to "residential property" shall be deemed to be "residential property" as of the date of its original construction.

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.

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 **10-01-2017** at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 3736453-13

Endorsement No. 001

of the

ZURICH AMERICAN INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to **HARDY & HARPER, INC.**



Premium (if any) \$INCL

Authorized Representative

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

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

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

Schedule

Person or Organization

Job Description

All persons or organizations when required by written contract



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP3736454-13	10-01-2017	10-01-2018	10-01-2017			

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 \$5000.

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.



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

Policy No.

Endorsement No.

Named Insured

WACGL000006023003

Countersigned by



FMIC-GL-1002(10/2015)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

A person or organization you have agreed in a written contract to waive any Right of Recovery against provided the Written Contract is executed prior to the Injury or Damage.

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

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

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

Policy No. TUE 4-06-78-45 - 02

Renewal Of TUE 4-06-78-45 - 01

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 12-31-2017 To 12-31-2018

**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:
 \$ 88,192.

POLICY MINIMUM PREMIUM:
 \$ 22,048.

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 GA16003 SCHEDULE A-
 SCHEDULE OF UNDERLYING POLICIES

Applicable Limit
 \$ GA16003 Each Occurrence
 \$ GA16003 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 _____ By _____
 Date

Authorized Representative

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GREAT AMERICAN INSURANCE CO

IL 73 24 (Ed. 08 12)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

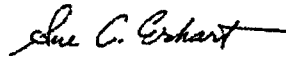
IL 73 24 (Ed. 08/12)

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.



President



Secretary



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- Workers' Compensation
- Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
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- Company Enforcement Action
- Composite Complaints Studies
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- View Financial Disclaimer

COMPANY PROFILE

Company Information

ZURICH AMERICAN INSURANCE COMPANY

**1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-936-5873**

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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



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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
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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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
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
First Mercury Insurance Company (Delaware) (Domicile changed from Illinois to Delaware, effective 10/28/2015)	10/16/1997
First Specialty Insurance Corporation (Missouri)	09/01/1995
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 Insurance SE (Germany) (Domicile changed from UK to Germany and name changed from Great Lakes Reinsurance (UK) SE effective December 30, 2016 (Name changed from Great Lakes Reinsurance (UK) PLC (U.K.) effective 07/28/2015)	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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H - L

Insurer	Date Approved
Hallmark Specialty Insurance Company (Oklahoma)	07/01/2011
HDI Specialty Insurance Company (Illinois)	04/23/2018
Health Care Indemnity, Inc. (Colorado)	03/21/2001
Homeland Insurance Company of New York (New York)	09/24/2003
Houston Casualty Company (Texas)	09/01/1995