

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



ITEM
3.26
(ID # 8622)

MEETING DATE:

Tuesday, January 8, 2019

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Accept the Low Bid and Award the Contract for Mitchell Road
and Bautista Road Resurfacing Projects, in the Community of Anza. 3rd District;
[\$2,213,758 Total Cost]; Gas Tax 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Hardy and Harper, Inc. of Santa Ana, CA in the amount of \$2,213,758; and
2. Award the contract to Hardy and Harper, Inc. and authorize the Chairman of the Board to execute the contract documents; and
3. Approve the proposed budgets as shown on Attachment 'A'.


ACTION: Policy


Patricia Romo, Director of Transportation 12/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 8, 2019
xc: Transp.

Kecia Harper
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	\$ 2,213,758	\$ 0	\$ 2,213,758	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax / SB-1 (100%) 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 September 25, 2018 (Agenda Item 3.24), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Mitchell Road and Bautista Road Resurfacing Projects, in the Community of Anza. The Mitchell Road resurfacing project limits are from Bautista Road to Kirby Road, approximately 3 miles; and Bautista Road resurfacing project limits are from State Route 371 to Mitchell Road, approximately 1 mile.

The proposed resurfacing improvements consists of grinding existing pavement, re-grading, compacting the grindings, and placement of new Hot Mix Asphalt.

Additional improvements include reconstruction of concrete cross gutters, spandrels, curb, asphalt concrete dike, installation of traffic striping, thermoplastic pavement markings, installation of traffic signs, 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 Transportation Improvement Program (TIP). Mitchell Road and Bautista Road resurfacing projects are two of Riverside County's projects approved for use of the new Gas Tax/SB-1 funds. Without SB1 this needed road repair project would have been shelved until funding became available.

The County of Riverside Transportation Department (Transportation Department) recommends award of the following schedules of work in the Contract amount of \$2,213,758:

Base Bid Schedule 1: Mitchell Road Resurfacing Project
Base Bid Schedule 2: Bautista Road Resurfacing Project

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

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

Project No. B7-0665, Mitchell Road Resurfacing Project
C7-0017, Bautista Road Resurfacing Project

Impact on Residents and Businesses

The purpose of this project is to rehabilitate deteriorated segments of Mitchell Road and Bautista Road, totaling approximately 4 miles, 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 February 2019, and will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Hardy and Harper, Inc. for the total amount of \$2,213,758.

The project will be funded with Gas Tax/SB-1 funds. There are no General Funds used in this project.

The Mitchell Road and Bautista Road Resurfacing Projects are expected to be completed within the proposed budgets as shown on Attachment "A", which includes the contract award amount and other associated costs.

Contract History and Price Reasonableness

Seven bids were received ranging from \$2,213,758 to \$3,030,547. 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 and Harper, Inc. in the amount of \$2,213,758 which is \$92,578 (4.4 %) above the Engineer's Estimate.


ATTACHMENTS:

Vicinity Map
Attachment A
Summary of Bids
Contract/Bonds/Insurance
Contractor's Bid Proposal

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



Scott Bruckner 1/1/2019



Gregory V. Priamos, Director County Counsel 12/20/2018

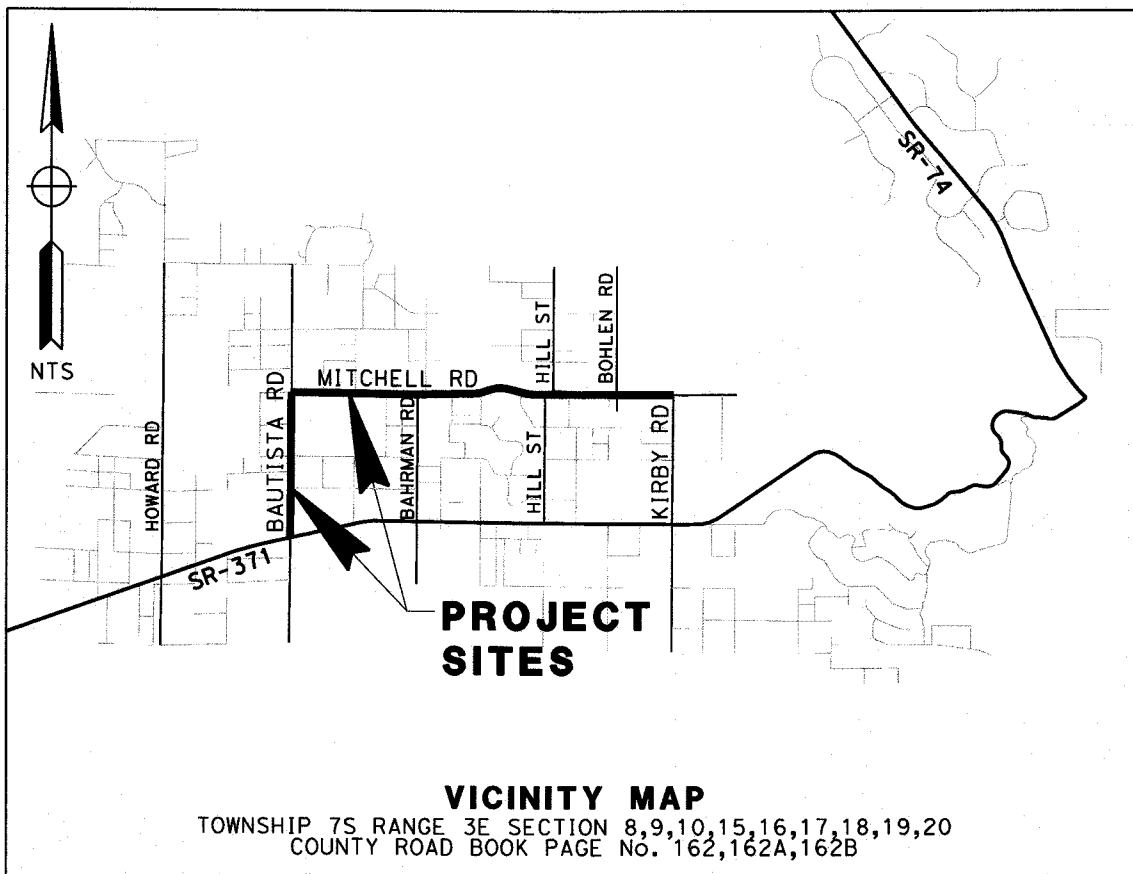
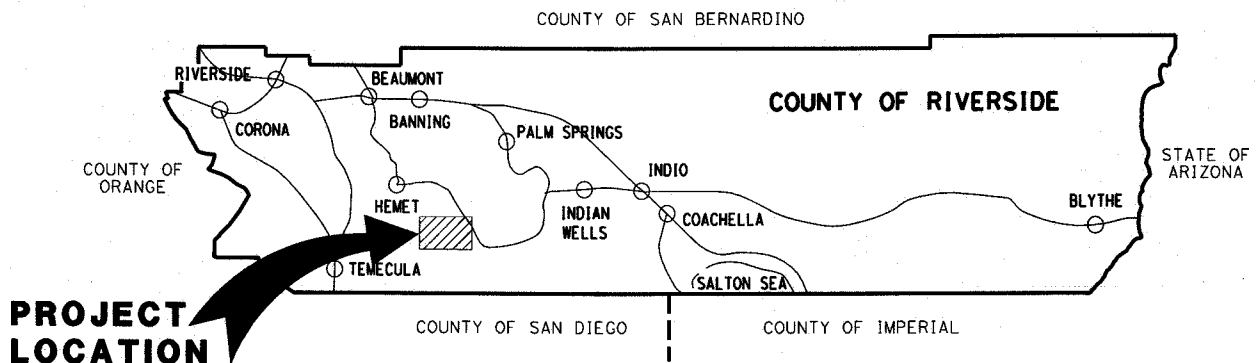
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

MITCHELL ROAD & BAUTISTA ROAD RESURFACING PROJECTS

BAUTISTA ROAD TO KIRBY ROAD,
STATE ROUTE 371 TO MITCHELL ROAD

COMMUNITY OF ANZA

WO# No. B7-0665, C7-0017



Attachment "A"

Riverside County Transportation Department

Page 1

Project: MITCHELL ROAD
RESURFACING

Project No.(s): B7-0665

Expenses as of: 12/4/2018

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	615.49		1,000		1,000
Environmental	26		1,000	7,000	1,000
Design	43,634.58	6,000	50,000	90,000	50,000
Right-of-way					
Utilities					
Construction		1,560,220	1,717,000	900,000	1,717,000
Construction Contingency 10.0%		156,022			
Construction Engineering & Inspection 20.0%	6,967	306,033	313,000	160,000	313,000
Construction Survey 5.0%		79,000	79,000	10,000	79,000
Totals:	51,243	2,107,275	2,161,000	1,167,000	2,161,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	GAS TAX / SB-1	1,167,000	2,161,000
Totals		1,167,000	2,161,000

Comments

Printed: December 4,18 9:27 AM

BY: Alfredo Martinez

Attachment "A"

Riverside County Transportation Department

Page 1

Project: **BAUTISTA ROAD
RESURFACING**

Project No.(s): **C7-0017**

Expenses as of: **12/4/2018**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey				10,000	
Environmental	450.55		1,000	7,000	1,000
Design	42,434.66	7,000	50,000	80,000	50,000
Right-of-way					
Utilities					
Construction		653,539	719,000	500,000	719,000
Construction Contingency 10.0%		65,354			
Construction Engineering & Inspection 20.0%	6,863.26	124,137	131,000	100,000	131,000
Construction Survey 5.0%	447.61	32,552	33,000	5,000	33,000
Totals:	50,196	882,581	934,000	702,000	934,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	GAS TAX / SB-1	702,000	934,000
Totals		702,000	934,000

Comments

Printed: December 4, 18 9:28 AM

BY: Alfredo Martinez

Riverside County Transportation Department Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects

Advertised: September 25, 2018 (Agenda Item: 3.24)
Addenda: None
Bids Open: 2 pm Date: Wednesday, October 17, 2018

Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

BASE BID SCHEDULE 1: Mitchell Road Resurfacing Project, Bautista Road to Kirby Road							COUNTY'S ESTIMATE			1 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	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	52,250	2.00	104,500.00	2.20	114,950.00		
2	190185	SHOULDER BACKING	Like 2	LF	30,620	2.00	61,240.00	2.15	65,833.00		
3	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	260	10.00	2,600.00	8.00	2,080.00		
4	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	800	5.00	4,000.00	4.50	3,600.00		
5	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	13,160	80.00	1,052,800.00	82.40	1,084,384.00		
6	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	420	5.00	2,100.00	36.00	15,120.00		
7	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	920	15.00	13,800.00	11.00	10,120.00		
8	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	840	5.00	4,200.00	5.50	4,620.00		
9	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	15	200.00	3,000.00	55.00	825.00		
10	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	17	300.00	5,100.00	500.00	8,500.00		
11	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	530	5.00	2,650.00	6.00	3,180.00		
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	16,180	0.50	8,090.00	0.60	9,708.00		
13	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	5,000.00	5,000.00		
14	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00	50,000.00	50,000.00		
15	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00	2,000.00	2,000.00		
16	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00	10,000.00	10,000.00		
17	066102	DUST ABATEMENT		LS	1	5,000.00	5,000.00	3,000.00	3,000.00		
18	190101	ROADWAY EXCAVATION		CY	40	35.00	1,400.00	135.00	5,400.00		
19	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,380	10.00	13,800.00	5.00	6,900.00		
20	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	100	50.00	5,000.00	200.00	20,000.00		
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	4,000.00	4,000.00	5,000.00	5,000.00		
22	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00	130,000.00	130,000.00		
BASE BID SCHEDULE 1 TOTAL ITEMS 1 - 22							1,493,280.00		1,560,220.00		

Riverside County Transportation Department Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Advertised: September 25, 2018 (Agenda Item: 3.24)
Addenda: None
Bids Open: 2 pm Date: Wednesday, October 17, 2018

COUNTY'S ESTIMATE					1	
COUNTY'S ESTIMATE					BID UNIT PRICE	BID ESTIMATE
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE
23	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	18,500	2.00
24	190185	SHOULDER BACKING	Like 2	LF	12,110	2.00
25	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	280	10.00
26	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	420	5.00
27	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	4,740	80.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	510	5.00
29	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	1,850	15.00
30	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	450	5.00
31	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	5	200.00
32	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	4	300.00
33	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	110	5.00
34	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	6,560	0.50
35	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00
36	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00
37	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00
38	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00
39	066102	DUST ABATEMENT		LS	1	5,000.00
40	730010	MINOR CONCRETE (CURB) (LF)		LF	60	50.00
41	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00
42	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	56,000.00
BASE BID SCHEDULE 2 TOTAL ITEMS 23 - 42						627,900.00
						653,538.50

PROJECT TOTAL ITEMS 1 - 42					2,121,180.00	2,213,758.50
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Riverside County Transportation Department
Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Advertised: September 25, 2018 (Agenda Item: 3.24)
Addenda: None
Bids Open: 2 pm Date: Wednesday, October 17, 2018

				2		3	
				R.J. Noble Company Orange, CA 92856		Granite Construction Company Indio, CA 92203	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
BASE BID SCHEDULE 1: Mitchell Road Resurfacing Project, Bautista Road to Kirby Road							
1	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	52,250	2.25	117,562.50
2	190185	SHOULDER BACKING	Like 2	LF	30,620	4.10	125,542.00
3	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	260	4.15	1,079.00
4	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	800	2.40	1,920.00
5	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	13,160	78.00	1,026,480.00
6	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	420	21.00	8,820.00
7	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	920	24.00	22,080.00
8	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	840	4.25	3,570.00
9	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	15	240.00	3,600.00
10	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	17	425.00	7,225.00
11	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	530	8.00	4,240.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	16,180	0.45	7,281.00
13	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
14	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00
15	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00
16	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
17	066102	DUST ABATEMENT		LS	1	25,000.00	25,000.00
18	190101	ROADWAY EXCAVATION		CY	40	140.00	5,600.00
19	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,380	4.15	5,727.00
20	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	100	127.00	12,700.00
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	6,900.00	6,900.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00
BASE BID SCHEDULE 1 TOTAL							1,585,326.50
ITEMS 1 - 22							1,646,455.50

Riverside County Transportation Department Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects

Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Advertised: September 25, 2018 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 17, 2018

2				3			
R.J. Noble Company Orange, CA 92856				Granite Construction Company Indio, CA 92203			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
23	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	18,500	2.25	41,625.00
24	190185	SHOULDER BACKING	Like 2	LF	12,110	4.10	49,651.00
25	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	280	4.15	1,162.00
26	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	420	2.40	1,008.00
27	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	4,740	78.00	369,720.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	510	21.00	10,710.00
29	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	1,850	24.00	44,400.00
30	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	450	4.25	1,912.50
31	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	5	240.00	1,200.00
32	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	4	425.00	1,700.00
33	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	110	8.00	880.00
34	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	6,560	0.45	2,952.00
35	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
36	120100	TRAFFIC CONTROL SYSTEM		LS	1	45,000.00	45,000.00
37	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00
38	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
39	066102	DUST ABATEMENT		LS	1	10,000.00	10,000.00
40	730010	MINOR CONCRETE (CURB) (LF)		LF	60	127.00	7,620.00
41	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00	10,000.00
42	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	56,000.00	56,000.00
BASE BID SCHEDULE 2 TOTAL ITEMS 23 - 42							675,540.50
							675,540.50

PROJECT TOTAL ITEMS 1 - 42				2,260,867.00	2,319,011.00
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Riverside County Transportation Department Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Advertised: September 25, 2018 (Agenda Item: 3.24)
Addenda: None
Bids Open: 2 pm Date: Wednesday, October 17, 2018

				4				5			
BASE BID SCHEDULE 1: Mitchell Road Resurfacing Project, Bautista Road to Kirby Road				All American Asphalt Corona, CA 92878				Calmex Engineering, Inc. Bloomington, CA 92316			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	52,250	1.80	94,050.00	4.53	236,692.50		
2	190185	SHOULDER BACKING	Like 2	LF	30,620	3.60	110,232.00	2.06	63,077.20		
3	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	260	2.70	702.00	2.81	730.60		
4	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	800	8.40	6,720.00	26.39	21,112.00		
5	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	13,160	88.00	1,158,080.00	83.60	1,100,176.00		
6	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	420	10.50	4,410.00	36.10	15,162.00		
7	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	920	33.00	30,360.00	19.57	18,004.40		
8	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	840	6.30	5,292.00	5.15	4,326.00		
9	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	15	79.00	1,185.00	51.50	772.50		
10	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	17	460.00	7,820.00	463.50	7,879.50		
11	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	530	6.30	3,339.00	5.67	3,005.10		
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	16,180	0.60	9,708.00	0.57	9,222.60		
13	100100	DEVELOP WATER SUPPLY		LS	1	2,100.00	2,100.00	3,938.48	3,938.48		
14	120100	TRAFFIC CONTROL SYSTEM		LS	1	55,400.00	55,400.00	70,808.29	70,808.29		
15	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	2,600.00	2,600.00	3,792.47	3,792.47		
16	170103	CLEARING AND GRUBBING (LS)		LS	1	12,400.00	12,400.00	12,575.07	12,575.07		
17	066102	DUST ABATEMENT		LS	1	5,800.00	5,800.00	18,099.59	18,099.59		
18	190101	ROADWAY EXCAVATION		CY	40	214.00	8,560.00	103.00	4,120.00		
19	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,380	2.70	3,726.00	2.81	3,877.80		
20	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	100	110.00	11,000.00	154.50	15,450.00		
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	8,500.00	8,500.00	8,034.00	8,034.00		
22	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00	130,000.00	130,000.00		
BASE BID SCHEDULE 1 TOTAL ITEMS 1 - 22							1,671,984.00		1,750,856.10		

Riverside County Transportation Department Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Advertised: September 25, 2018 (Agenda Item: 3.24)
Addenda: None
Bids Open: 2 pm Date: Wednesday, October 17, 2018

4				5	
All American Asphalt Corona, CA 92878				BID UNIT PRICE	BID ESTIMATE
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	QUANTITY	
23	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	18,500	
24	190185	SHOULDER BACKING	Like 2	12,110	
25	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	280	
26	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	420	
27	390132	HOT MIX ASPHALT (TYPE A)	Like 5	4,740	
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	510	
29	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	1,850	
30	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	450	
31	820410	SALVAGE ROADSIDE SIGN	Like 9	5	
32	820840	ROADSIDE SIGN - ONE POST	Like 10	4	
33	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	110	
34	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	6,560	
35	100100	DEVELOP WATER SUPPLY		1	
36	120100	TRAFFIC CONTROL SYSTEM		1	
37	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		1	
38	170103	CLEARING AND GRUBBING (LS)		1	
39	066102	DUST ABATEMENT		1	
40	730010	MINOR CONCRETE (CURE) (LF)		60	
41	010601	OBTAIN ENCROACHMENT PERMIT		1	
42	010602	MISCELLANEOUS WORK (AS DIRECTED)		1	
BASE BID SCHEDULE 2 TOTAL ITEMS 23 - 42					695,604.00
					708,436.89

PROJECT TOTAL ITEMS 1 - 42		2,367,588.00	2,459,292.99
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Riverside County Transportation Department Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Advertised: September 25, 2018 (Agenda Item: 3.24)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 17, 2018

					6		7	
BASE BID SCHEDULE 1: Mitchell Road Resurfacing Project, Bautista Road to Kirby Road					Marathon General, Inc. Escondido, CA 92029		LC Paving San Marcos, CA 92069	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID ESTIMATE
1	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	52,250	2.75	143,687.50	211,612.50
2	190185	SHOULDER BACKING	Like 2	LF	30,620	3.00	91,860.00	188,313.00
3	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	260	12.00	3,120.00	2,366.00
4	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	800	4.60	3,680.00	6,960.00
5	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	13,160	94.00	1,237,040.00	1,325,870.00
6	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	420	28.00	11,760.00	10,794.00
7	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	920	15.00	13,800.00	15,088.00
8	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	840	2.00	1,680.00	5,460.00
9	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	15	110.00	1,650.00	4,125.00
10	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	17	475.00	8,075.00	5,950.00
11	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	530	4.00	2,120.00	6,095.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	16,180	0.60	9,708.00	9,708.00
13	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	7,500.00
14	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00	40,000.00
15	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00	6,500.00
16	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00	141,075.00
17	066102	DUST ABATEMENT		LS	1	8,200.00	8,200.00	14,872.00
18	190101	ROADWAY EXCAVATION		CY	40	100.00	4,000.00	10,800.00
19	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,380	9.00	12,420.00	12,558.00
20	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	100	63.00	6,300.00	4,695.00
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	4,600.00	4,600.00	3,950.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00	130,000.00
BASE BID SCHEDULE 1 TOTAL ITEMS 1 - 22							1,763,700.50	2,164,291.50

Riverside County Transportation Department Summary of Bids

PROJECT: Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Advertised: September 25, 2018 (Agenda Item: 3.24)
Addenda: None
Bids Open: 2 pm Date: Wednesday, October 17, 2018

				6		7	
BASE BID SCHEDULE 2: Bautista Road Resurfacing Project, State Route 371 to Mitchell Road				Marathon General, Inc. Escondido, CA 92029		LC Paving San Marcos, CA 92069	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
23	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	18,500	2.75	50,875.00
24	190185	SHOULDER BACKING	Like 2	LF	12,110	3.00	36,330.00
25	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	280	12.00	3,360.00
26	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	420	4.60	1,932.00
27	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	4,740	94.00	445,560.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	510	28.00	14,280.00
29	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	1,850	15.00	27,750.00
30	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	450	2.00	900.00
31	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	5	110.00	550.00
32	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	4	475.00	1,900.00
33	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	110	4.00	440.00
34	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	6,560	0.60	3,936.00
35	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
36	120100	TRAFFIC CONTROL SYSTEM		LS	1	32,000.00	32,000.00
37	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00
38	170103	CLEARING AND GRUBBING (LS)		LS	1	8,000.00	8,000.00
39	066102	DUST ABATEMENT		LS	1	6,400.00	6,400.00
40	730010	MINOR CONCRETE (CURB) (LF)		LF	60	50.00	3,000.00
41	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00	10,000.00
42	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	56,000.00	56,000.00
BASE BID SCHEDULE 2 TOTAL ITEMS 23 - 42							713,213.00
							866,255.50

PROJECT TOTAL ITEMS 1 - 42		2,476,913.50	3,030,547.00
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Bid

Date: 10/16/18

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 Mitchell Road and Bautista Road Resurfacing Projects, Bautista Road to Kirby Road, State Route 371 to Mitchell Road, Community of Anza, Project No. B7-0665, C7-0017 hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** N/A (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.

Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1: Mitchell Road Resurfacing Project, Bautista Road to Kirby Road							
1	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	52,250	2.20	114,950.00
2	190185	SHOULDER BACKING	Like 2	LF	30,620	2.15	65,833.00
3	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	260	8.00	2,080.00
4	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	800	4.50	3,600.00
5	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	13,160	82.40	1,084,384.00
6	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	420	36.00	15,120.00
7	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	920	11.00	10,120.00
8	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	840	5.50	4,620.00
9	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	15	55.00	825.00
10	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	17	500.00	8,500.00
11	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	530	6.00	3,180.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	16,180	.60	9,708.00
13	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
14	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00
15	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	2,000.00	2,000.00
16	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
17	066102	DUST ABATEMENT		LS	1	3,000.00	3,000.00
18	190101	ROADWAY EXCAVATION		CY	40	135.00	5,400.00
19	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,380	5.00	6,900.00
20	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	100	200.00	20,000.00
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	5,000.00	5,000.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00

BASE BID SCH. 1

SUB-TOTAL:

ITEMS 1-22

One million five hundred sixty thousand two hundred twenty dollars and zero cents
 \$1,560,220.00
 "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.

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE 2: Bautista Road Resurfacing Project, State Route 371 to Mitchell Road

23	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	18,500	2.20	40,700
24	190185	SHOULDER BACKING	Like 2	LF	12,110	2.15	26,036.50
25	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	280	8.00	2,240.00
26	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	420	4.50	1,890
27	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	4,740	82.40	390,576
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	510	36.00	18,360.00
29	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	1,850	11.00	20,350.00
30	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	450	5.50	2,475.00
31	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	5	55.00	275.00
32	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	4	500.00	2,000.00
33	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	110	6.00	660.00
34	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	6,560	.60	3,936.00
35	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
36	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000	50,000
37	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	2,000.00	2,000.00
38	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000	10,000
39	066102	DUST ABATEMENT		LS	1	3,000	3,000
40	730010	MINOR CONCRETE (CURB) (LF)		LF	60	134.00	8,040
41	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00	10,000.00
42	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	56,000.00	56,000.00

BASE BID SCH. 2

SUB-TOTAL:

ITEMS 23-42

Six hundred fifty three thousand five hundred thirty eight dollars and fifty cents. ^{"WORDS"} \$653,538.50

PROJECT TOTAL:

ITEMS 1-42

Two million two hundred thirteen thousand seven hundred fifty eight dollars and fifty cents. ^{"WORDS"} \$2,213,758.50

* 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: S corporation

Person(s) authorized to sign for Bidder: Steve Kirschner- Vice president

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: N/A

Phone: (714) 444-1851

Facsimile: (714) 444-2801

E-mail: SKirschner@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:

Mitchell Road and Bautista Road Resurfacing Projects

Bautista Road to Kirby Road

State Route 371 to Mitchell Road

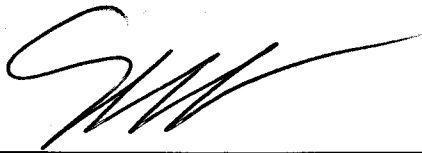
Community of Anza

Project No. B7-0665, C7-0017

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 - Vice President

Title:

Hardy & Harper, INC.
"Contractor"

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.	pavement recycling systems inc.	569352	1000003303	jurupa valley, ca.	1, 23	<input checked="" type="checkbox"/>
2.	EBS utilities Adjusting. inc.	932798	1000004286	Corona, CA	5, 27	<input checked="" type="checkbox"/>
3.	PCI	823802	1000005687	AZUSA, CA	8, 9, 10, 11, 12, 30, 31, 32, 33, 34	<input type="checkbox"/>
4.	G3 Quality	1753245	1000005181	Carritos, CA	5, 27	<input checked="" type="checkbox"/>
5.						<input type="checkbox"/>
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: 12 %

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.

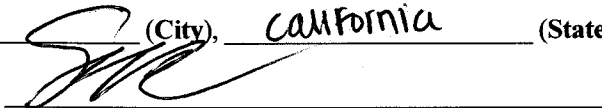
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

October (Month) 16 (Day) of 2018 (Year),

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

Signature of Declarant:



Printed name of Declarant:

Steve Kirschner vice president

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.

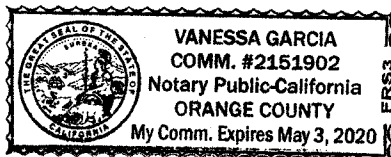
State of California)

County of Orange)On October 16, 2018 before me, Vanessa Garcia, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Steve KirschnerName of Signer Steve Kirschner

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 Vanessa Garcia
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 DocumentTitle or Type of Document: Non-Collusion Declaration Document Date: October 16, 2018Number 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)

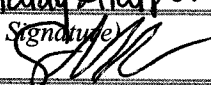
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

- 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.

Contractor Name/Financial Institution (Printed) Hardys Harper, Inc.		Federal ID Number (or n/a) 95-2251622
By (Authorized Signature) 		
Printed Name and Title of Person Signing Steve Hirschmer - Vice President		
Date Executed 10/16/18	Executed in Santa Ana California	

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.**

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

COPY

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 Mitchell Road and Bautista Road Resurfacing Projects, Bautista Road to Kirby Road, State Route 371 to Mitchell Road, Community of Anza, Project No. B7-0665, C7-0017 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: October 16th, 2018

Signatures:

Fidelity and Deposit Company of Maryland

Hardy & Harper, Inc.

By: [Signature]
Dwight Reilly

By: [Signature]

Title: Attorney in Fact
"Surety"

Title: Steve Krechner
"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).

COPY

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)

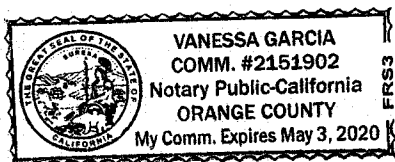
On October 16, 2018 before me, Vanessa Garcia, Notary Public,
Date Here Insert Name and Title of the Officer

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 Vanessa
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: October 16, 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: _____

COPY

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 10/16/2018 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.

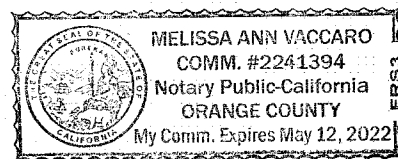
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro
Melissa Ann Vaccaro

(Seal)



**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 **Robert D. Murray, 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, Michael CASTANEDA, Dwight REILLY, Arturo AYALA, Shaunna Rozelle OSTROM and Frank MORONES**, all of Orange, CA; its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of August, A.D. 2018.



ATTEST:

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

By: Robert D. Murray
 Vice President

By: Dawn E. Brown
 Secretary

State of Maryland
 County of Baltimore

On this 16th day of August, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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

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

COPY

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 16th day of October, 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.reportsfclaims@zurichna.com
800-626-4577

COPY

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.

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. Sp314

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
Deputy

COPY

Company Profile
Company Search
**→ 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, Mitchell Road and Bautista Road Resurfacing Projects, Bautista Road to Kirby Road, State Route 371 to Mitchell Road, Community of Anza, Project No. B7-0665, C7-0017, 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 (none), (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.

Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1: Mitchell Road Resurfacing Project, Bautista Road to Kirby Road							
1	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	52,250	2.20	114,950.00
2	190185	SHOULDER BACKING	Like 2	LF	30,620	2.15	65,833.00
3	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	260	8.00	2,080.00
4	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	800	4.50	3,600.00
5	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	13,160	82.40	1,084,384.00
6	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	420	36.00	15,120.00
7	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	920	11.00	10,120.00
8	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	840	5.50	4,620.00
9	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	15	55.00	825.00
10	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	17	500.00	8,500.00
11	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	530	6.00	3,180.00
12	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	16,180	0.60	9,708.00
13	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
14	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00
15	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	2,000.00	2,000.00
16	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
17	066102	DUST ABATEMENT		LS	1	3,000.00	3,000.00
18	190101	ROADWAY EXCAVATION		CY	40	135.00	5,400.00
19	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,380	5.00	6,900.00
20	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	100	200.00	20,000.00
21	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	5,000.00	5,000.00
22	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	130,000.00	130,000.00

BASE BID
SCHEDULE 1: One million, five hundred sixty thousand, two hundred twenty dollars and zero cents **\$1,560,220.00**
ITEMS 1- 22 "WORDS"

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2: Bautista Road Resurfacing Project, State Route 371 to Mitchell Road							
23	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	18,500	2.20	40,700.00
24	190185	SHOULDER BACKING	Like 2	LF	12,110	2.15	26,036.50
25	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 3	LF	280	8.00	2,240.00
26	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	420	4.50	1,890.00
27	390132	HOT MIX ASPHALT (TYPE A)	Like 5	TON	4,740	82.40	390,576.00
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	Like 6	SQYD	510	36.00	18,360.00
29	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 7	SQFT	1,850	11.00	20,350.00
30	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 8	EA	450	5.50	2,475.00
31	820410	SALVAGE ROADSIDE SIGN	Like 9	EA	5	55.00	275.00
32	820840	ROADSIDE SIGN - ONE POST	Like 10	EA	4	500.00	2,000.00
33	840515	THERMOPLASTIC PAVEMENT MARKING	Like 11	SQFT	110	6.00	660.00
34	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 12	LF	6,560	0.60	3,936.00
35	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
36	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00
37	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	2,000.00	2,000.00
38	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
39	066102	DUST ABATEMENT		LS	1	3,000.00	3,000.00
40	730010	MINOR CONCRETE (CURB) (LF)		LF	60	134.00	8,040.00
41	010601	OBTAIN ENCROACHMENT PERMIT		FA	1	10,000.00	10,000.00
42	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	56,000.00	56,000.00

BASE BID
 SCHEDULE 2: Six hundred fifty three thousand, five hundred thirty eight dollars and fifty cents **\$653,538.50**
 ITEMS 23 - 42 "WORDS"

PROJECT **Two million, two hundred thirteen thousand, seven hundred fifty eight**
 TOTAL: **dollars and fifty cents** **\$2,213,758.50**
 ITEMS 1- 42 "WORDS"

Mitchell Road and Bautista Road Resurfacing Projects
Bautista Road to Kirby Road
State Route 371 to Mitchell Road
Community of Anza
Project No. B7-0665, C7-0017

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

COUNTY OF RIVERSIDE

BY: [Signature]
KEVIN JEFFRIES
Chairman, Board of Supervisors

DATED: JAN 08 2019

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY: [Signature]
Deputy

HARDY & HARPER, INC.

BY: [Signature]
Steve Kirschner

TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:

[Signature]
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

FORM APPROVED COUNTY COUNSEL

BY [Signature] 12/20/15
KRISTINE BELL-VALDEZ DATE

Department of Industrial Relations Registration Number:

1000000076

BY _____
"County"

"Corporation"
(Seal)

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

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

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

The following directors were present being all the acting directors:

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

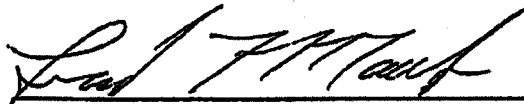
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts,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

On motion unanimously carried the following resolution was adopted:

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

There being no further business, the meeting was adjourned.

DATED: November 15, 2005


FRED T. MAAS, JR., President


KRISTEN S. PAULINO, Secretary

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Mitchell Road and Bautista Road Resurfacing Projects, Bautista Road to Kirby Road, State Route 371 to Mitchell Road, Community of Anza, Project No. B7-0665, C7-0017.**
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 **\$2,213,758.50 (Two million, two hundred thirteen thousand, seven hundred fifty-eight dollars and fifty 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 **\$2,213,758.50 (Two million, two hundred thirteen thousand, seven hundred fifty-eight dollars and fifty 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 **Mitchell Road and Bautista Road Resurfacing Projects, Bautista Road to Kirby Road, State Route 371 to Mitchell Road, Community of Anza, Project No. B7-0665, C7-0017.**

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

This bond was issued in two (2)
original counterparts

Bond No. 7658711

Premium: \$11,157.00

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Mitchell Road and Bautista Road Resurfacing Projects, Bautista Road to Kirby Road, State Route 371 to Mitchell Road, Community of Anza, Project No. B7-0665, C7-0017.**
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 **\$2,213,758.50 (Two million, two hundred thirteen thousand, seven hundred fifty-eight dollars and fifty 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 November 13, 2018

Hardy & Harper, Inc.

By

Steve Kirchner - V.P.

By

Kristen Paulino - Secretary

Fidelity and Deposit Company of Maryland

By

Type Name Dwight Reilly

Its Attorney in Fact
"Surety"

Title

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

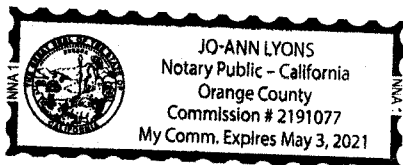
State of California)

County of Orange)On November 15, 2018 before me, Jo-Ann Lyons Notary Public
Date Here Insert Name and Title of the Officerpersonally 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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Performance Bond Document Date: November 13, 2018Number 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)

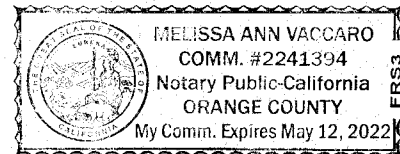
On November 13, 2018 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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



**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 **Robert D. Murray, 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, Michael CASTANEDA, Dwight REILLY, Arturo AYALA, Shaunna Rozelle OSTROM and Frank MORONES, all of Orange, CA**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of August, A.D. 2018.



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

By: **Robert D. Murray**
 Vice President

By: **Dawn E. Brown**
 Secretary

**State of Maryland
 County of Baltimore**

On this 16th day of August, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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

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 November, 2018.



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.reportsfclaims@zurichna.com
800-626-4577

**CALIFORNIA
DEPARTMENT OF INSURANCE**
Company Profile
Company Search
**→ 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

Payment Bond

Bond No. 7658711

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

The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$2,213,758.50 (Two million, two hundred thirteen thousand, seven hundred fifty-eight dollars and fifty 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 Mitchell Road and Bautista Road Resurfacing Projects, Bautista Road to Kirby Road, State Route 371 to Mitchell Road, Community of Anza, Project No. B7-0665, C7-0017.

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: November 13, 2018

Hardy & Harper, Inc.

Original Contractor – Principal

Fidelity and Deposit Company of Maryland

Surety

By 

Steve Kirschner

By 

Dwight Reilly

Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE

OF _____

COUNTY

OF _____

}

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

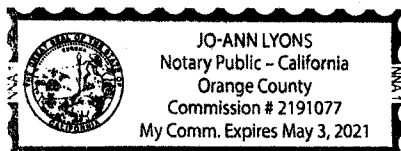
State of California)

County of Orange)On November 15, 2018 before me, Jo-Ann Lyons Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Steve Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Payment Bond Document Date: November 13, 2018Number 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 November 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.

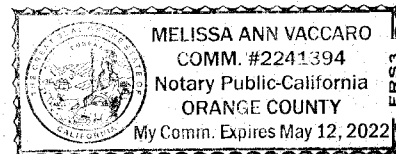
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro
Melissa Ann Vaccaro

(Seal)



**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 **Robert D. Murray, 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, Michael CASTANEDA, Dwight REILLY, Arturo AYALA, Shaunna Rozelle OSTROM and Frank MORONES, all of Orange, CA**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of August, A.D. 2018.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of August, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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

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 November, 2018.



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.reportsfclaims@zurichna.com
800-626-4577

**CALIFORNIA
DEPARTMENT OF INSURANCE**
Company Profile
Company Search

- **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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2018

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

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:

INSURED
Hardy & Harper, Inc.
Maas Equipment, LLC
1312 E. Warner Ave.
Santa Ana CA 92705

HARDY-1

COVERAGES

CERTIFICATE NUMBER: 1827892346

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WACGL000006023003	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 OTHER \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP373645414	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			TUE406784502	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	WC373645314	10/1/2018	10/1/2019	<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			MKLVS5ENV100621 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/Transportation Department
3525 14th St
Riverside CA 92504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

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

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

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.

Excess Liability coverage follows form with respects to underlying coverages, subject to the Excess policy terms, conditions, restrictions and exclusions GAI 6003 06/97 & TAU 9999 11/97.

RE: Mitchell Road and Bautisa Road Resurfacing Projects, Bautisa Road to Kirby Road, State Route 371 to Mitchell Road

ADDITIONAL INSURED:

County of Riverside, its Agencies, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives
State of California, Department of Transportation, elected or appointed officials, its officers, directors, employees and agents

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

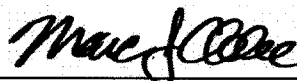
Policy No.

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".	<p>Any location where "your work" is performed, but only with respect to completed operations covered under this policy for "Commercial Construction".</p> <p>"Commercial Construction" means all construction activity that is not "Residential Construction".</p> <p>"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.</p> <p>"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.</p>

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 10/1/2018 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 3736453-14

Endorsement No. 001

of the

(NAME OF INSURANCE COMPANY)

issued to HARDY & HARPER, INC.



Premium (if any) \$

Authorized Representative

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

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

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

Schedule

Person or Organization

Job Description

All persons and/or organizations that are required by written contract or agreement with the insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy for work performed by you for that person and/or organization.

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.

**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.
BAP373645414	10-1-2018	10-1-2019				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

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

A. Amended Who Is An Insured

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

The following are also "insureds":

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

2. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

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

B. Amendment – Supplementary Payments

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

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

C. Fellow Employee Coverage

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

D. Driver Safety Program Liability and Physical Damage Coverage

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

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

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

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

E. Lease or Loan Gap Coverage

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

Lease Or Loan Gap Coverage

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

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

F. Towing and Labor

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

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

G. Extended Glass Coverage

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

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

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

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

Loss Of Use Expenses

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

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

I. Personal Effects Coverage

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

Personal Effects Coverage

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

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

J. Tapes, Records and Discs Coverage

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

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

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

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

K. Airbag Coverage

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

L. Two or More Deductibles

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

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

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

M. Physical Damage – Comprehensive Coverage – Deductible

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

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

N. Temporary Substitute Autos – Physical Damage

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

Temporary Substitute Autos – Physical Damage

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

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

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

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

Temporary Substitute Autos – Physical Damage

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

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

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

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

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

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

Include, as soon as practicable:

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

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

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

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

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

Q. Employee Hired Autos – Physical Damage

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

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

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

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

R. Unintentional Failure to Disclose Hazards

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

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

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

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

S. Hired Auto – World Wide Coverage

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

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

T. Bodily Injury Redefined

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

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

U. Expected Or Intended Injury

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

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

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

4. Coverage Extensions

a. Transportation Expenses

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

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

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

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 90 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)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) ZURICH AMERICAN INSURANCE COMPANY POL: WC 3736453-13 10/1/17 TO 10/1/18	Employers Liability	Bodily Injury By Accident \$ 1,000,000. each accident Bodily Injury By Disease \$ 1,000,000. policy limit \$ 1,000,000. each employee
b) AMERICAN ZURICH INSURANCE COMPANY POL: BAP 3736454-13 10/1/17 TO 10/1/18	Automobile/Garage (X) Any Automobile () Owned Automobile Only () Specifically Designated Automobile () Hired Automobile () Non-owned Automobile () Garage Liability (X) DEFENSE OUTSIDE THE LIMIT	() Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident (X) Combined Single Limit \$ 1,000,000. each accident () Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate
	() Garagekeepers Liability	\$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
c) ()	Comprehensive General Liability including	() Split Limit
	() Products-Comple- ted Operation Liability	Bodily Injury Liability
	() Broad Form Endorsement	\$ each occurrence
	()	\$ aggregate
	()	Property Damage Liability
		\$ each occurrence
		\$ aggregate
		() Combined Single Limit
		\$ each occurrence
		\$ aggregate
OR	OR	OR
(X) FIRST MERCURY INSURANCE COMPANY POL: WACGL000006023003 12/31/17 TO 12/31/18	Commercial General Liability	\$2,000,000. General Aggre- gate Limit
	(X) Occurrence Form	\$2,000,000. Products-Com- pleted Opera- tion Aggre- gate Limit
	() Claims-Made Form	
(X) DEFENSE OUTSIDE THE LIMIT	(X) \$200,000 SIR \$5MM POLICY AGG. CAP	\$1,000,000. Personal and Advertising Injury Limit
Retroactive Date		\$1,000,000. Each Occurrence Limit
d) FIRST MERCURY INSURANCE COMPANY POL: WACGL000006023003 12/31/17 TO 12/31/18	EMPLOYEE BENEFIT LIABILITY	\$1,000,000. EACH EMPLOYEE \$1,000,000. AGGREGATE

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE
=====

SECTION I - COVERAGE IS DELETED AND REPLACED BY THE FOLLOWING:

1. COVERAGE

- A) WE WILL PAY ON BEHALF OF THE INSURED "LOSS" IN EXCESS OF THE UNDERLYING LIMITS OF INSURANCE SHOWN IN ITEM 5. OF THE DECLARATIONS, BUT ONLY UP TO AN AMOUNT NOT EXCEEDING THE COMPANY'S LIMITS OF INSURANCE AS SHOWN IN ITEM 4. OF THE DECLARATIONS. EXCEPT FOR THE TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS OF THIS POLICY, [REDACTED]
[REDACTED] AS SHOWN IN ITEM 5. OF THE DECLARATIONS.

THE INCLUSION OR ADDITION HEREUNDER OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE COMPANY'S LIMITS OF INSURANCE BEYOND THAT SET FORTH IN ITEM 4. OF THE DECLARATIONS.

WE WILL BE FURNISHED A COMPLETE COPY OF THE FIRST UNDERLYING INSURANCE POLICY DESCRIBED IN ITEM 5. OF THE DECLARATIONS.

- B) THIS INSURANCE APPLIES TO "LOSS" ONLY IF:

(1) PRIOR TO THE POLICY PERIOD, NO INSURED KNEW THAT THE "LOSS" HAD OCCURRED, IN WHOLE OR IN PART. IF ANY INSURED KNEW, PRIOR TO THE POLICY PERIOD, THAT THE "LOSS" OCCURRED, THEN ANY CONTINUATION, CHANGE OR RESUMPTION OF SUCH "LOSS" DURING OR AFTER THE POLICY PERIOD WILL BE DEEMED TO HAVE BEEN KNOWN PRIOR TO THE POLICY PERIOD.

- C) "LOSS" WHICH OCCURS DURING THE POLICY PERIOD AND WAS NOT, PRIOR TO THE POLICY PERIOD, KNOWN TO HAVE OCCURRED BY ANY INSURED, INCLUDES ANY CONTINUATION, CHANGE OR RESUMPTION OF THAT "LOSS" AFTER THE POLICY PERIOD.

- D) "LOSS" WILL BE DEEMED TO HAVE BEEN KNOWN TO HAVE OCCURRED AT THE EARLIEST TIME WHEN ANY INSURED:

- (1) REPORTS ALL, OR ANY PART, OF THE "LOSS" TO US OR ANY OTHER INSURER;
(2) RECEIVES A WRITTEN OR VERBAL DEMAND OR CLAIM FOR DAMAGES BECAUSE OF THE "LOSS"; OR
(3) BECOMES AWARE BY ANY OTHER MEANS THAT THE "LOSS" HAS OCCURRED OR HAS BEGUN TO OCCUR.

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

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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 #: 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
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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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<http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm>

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Your AreaView Financial
Disclaimer**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
MANUFACTURERS & MERCHANTS INDEMNITY CO.
SELECTIVE INSURANCE COMPANY

12/06/1976

09/05/1956

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 #: 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
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