

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



ITEM
3.35
(ID # 9697)

MEETING DATE:

Tuesday, May 21, 2019

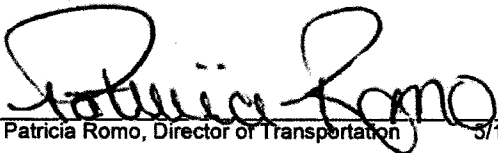
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approve Addendum to the Plans and Specifications, Accept the
Low Bid and Award the Contract for the 52nd Avenue and 54th Avenue
Resurfacing Projects, in the Community of Thermal, 4th District. [\$1,647,904
Total - Gas Tax 38%, City of Coachella 62%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the February 20, 2019, bid opening;
2. Accept the low bid of Hardy and Harper, Inc. of Santa Ana, California in the amount of \$1,647,904;
3. Award the contract to Hardy and Harper, Inc. and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

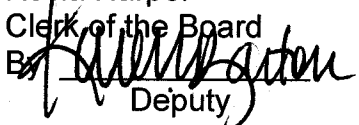
ACTION: Policy


Patricia Romo, Director of Transportation 5/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: May 21, 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	\$ 47,904	\$ 1,600,000	\$ 1,647,904	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB-1 (38%), City of Coachella (62%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 18/19-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated January 29, 2019 (Agenda Item 3.33), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the 52nd Avenue Resurfacing Project between Fillmore Street and approximately 2000' west of Fillmore Street, and 54th Avenue Resurfacing Project between Harrison Street and Grapefruit Boulevard, in the Community of Thermal, in the eastern Coachella Valley area of Riverside County and in the City of Coachella

The City of Coachella's jurisdiction is along the South side of 52nd Avenue along the entire limits, and along the South side 54th Avenue for the entire limits as well as the north side of 54th Avenue between Tyler Street and approximately 0.25 miles east of Tyler Street.

The 52nd and 54th Avenue Resurfacing Projects propose to overlay the existing asphalt with Asphalt Rubber Hot Mix.

Additional improvements include reconstruction of concrete curb, driveways, 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). 52nd Avenue and 54th Avenue resurfacing projects within County jurisdiction are two Riverside County 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 \$1,647,904:

Base Bid Schedule 1: 52nd Avenue Resurfacing Project

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

Base Bid Schedule 2: 54th Avenue Resurfacing Project

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

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

Project No. C1-0593, 52nd Avenue Resurfacing Project
 C1-0595, 54th Avenue Resurfacing Project

Impact on Citizens and Businesses

The purpose of this project is to rehabilitate deteriorated segments of 52nd Avenue and 54th Avenue, approximately two miles of road, to provide the public with a smooth paved roadway that will improve safety and efficiency of vehicular traffic.

The work is scheduled to begin in summer of 2019. The work will be phased to keep the road open during construction as much as possible and will take approximately six weeks to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The contract is recommended to be awarded to Hardy and Harper, Inc. for the total amount of \$1,647,904.

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

A service agreement between the City of Coachella and the County of Riverside, which will provide funding by the City, is a companion item on this agenda and is being processed concurrently with the award of the project construction contract. The Service Agreement was approved by the Coachella City Council on March 13, 2019.

The 52nd Avenue and 54th Avenue Resurfacing Projects are expected to be completed within the proposed budget as shown on Attachment "A", which includes the contract award amount and other associated costs.

Contract History and Price Reasonableness

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

Five bids were received on Wednesday February 20, 2019 ranging from \$1,647,904 to \$1,888,888. All bids were responsive but higher than the Engineers Estimate.

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 \$1,647,904 which is \$92,366 (6 %) above the Engineer's Estimate.

The Transportation Department recommends the award of the contract to Hardy and Harper, Inc.

ATTACHMENTS:

Vicinity Map

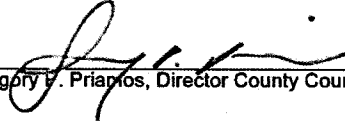
Attachment A

Summary of Bids

Addendum No. 1

Contract/Bonds/Insurance

Contractor's Bid Proposal



Gregory F. Priamos, Director County Counsel 5/15/2019

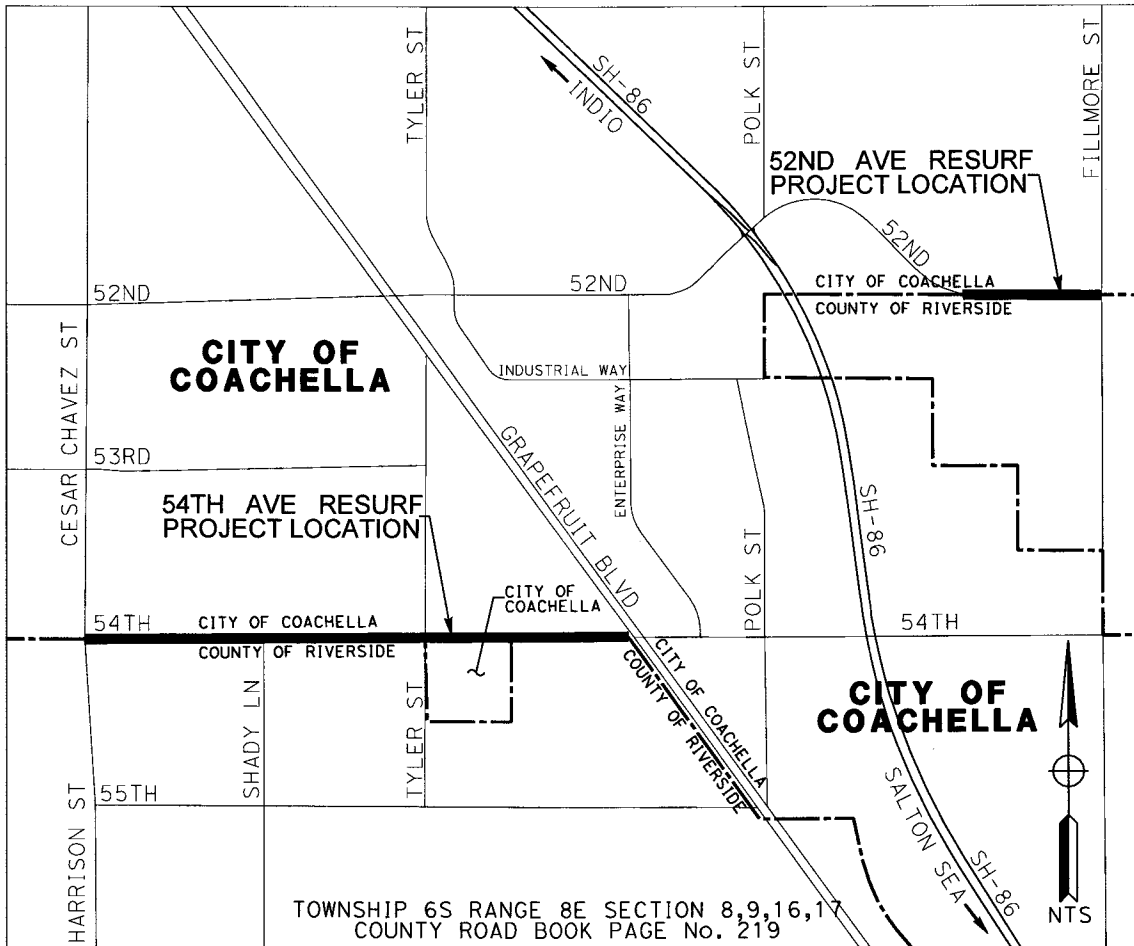
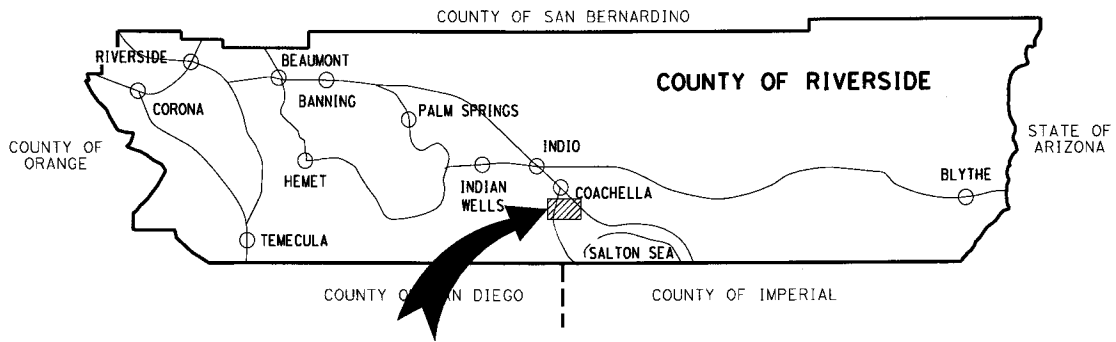
**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**

**52nd Avenue and 54th Avenue
Resurfacing Projects**

**Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street**

Community of Thermal and City of Coachella

Project No. C1-0593, C1-0595



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **52nd AVENUE
FILLMORE STREET TO (.4 MI) WEST**

Project No.(s): **C1-0593**

Expenses as of: **4/13/2018**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey				10,000	
Environmental	76		1,000	7,000	1,000
Design	111,389	11,000	123,000	80,000	123,000
Right-of-way					
Utilities					
Construction		341,957			
Construction Contingency	10%	34,196	377,000	170,000	377,000
Construction Engineering & Inspection	15%	12,308	39,692	50,000	52,000
Construction Survey	5%	2,477	15,523	5,000	18,000
Totals:		126,250	442,368	571,000	322,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	322,000	370,000
707	City of Coachella		201,000
Totals		322,000	571,000

Comments

Attachment "A"

Riverside County Transportation Department

Project: **54TH AVENUE
HARRISON ST TO GRAPEFRUIT BLVD (1.6 MI)**

Project No.(s): **C1-0595**

Expenses as of: **4/15/2018**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey				20,000	
Environmental	941		1,000	14,000	1,000
Design	130,050	10,000	141,000	170,000	141,000
Right-of-way					
Utilities					
Construction		1,305,947			
Construction Contingency 10%		130,595	1,437,000	490,000	1,437,000
Construction Engineering & Inspection 15%	12,465	183,535	196,000	140,000	196,000
Construction Survey 5%	7,753	58,247	66,000	18,000	66,000
Totals:	151,209	1,688,324	1,841,000	852,000	1,841,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	852,000	790,000
707	City of Coachella		1,051,000
Totals		852,000	1,841,000

Comments

**Riverside County Transportation Department
Summary of Bids**

PROJECT: 52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

Advertised: January 29, 2019 (Agenda Item: 3.33)
Addenda: 1 (2/15/2019)
Bids Open: 2 pm Date: Wednesday, February 20, 2019

COUNTY'S ESTIMATE										1	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	Hardy & Harper, Inc. Santa Ana, CA 92705	
1	190185	SHOULDER BACKING	Like 1	LF	4,391	3.00	13,173.00	2.00	8,782.00		
2	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	9,400	7.00	65,800.00	5.80	54,520.00		
3	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	60	600.00	36,000.00	606.00	36,360.00		
4	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	1,300	95.00	123,500.00	107.00	139,100.00		
5	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	104	5.00	520.00	10.00	1,040.00		
6	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	4	150.00	600.00	150.00	600.00		
7	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	4	300.00	1,200.00	250.00	1,000.00		
8	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SOFT	105	5.00	525.00	5.00	525.00		
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	2,530	0.50	1,265.00	1.00	2,530.00		
10	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00	2,500.00	2,500.00		
11	120100	TRAFFIC CONTROL SYSTEM		LS	1	10,000.00	10,000.00	17,500.00	17,500.00		
12	170103	CLEARING AND GRUBBING (LS)		LS	1	15,000.00	15,000.00	5,000.00	5,000.00		
13	066100	DUST ABATEMENT		LS	1	5,000.00	5,000.00	5,000.00	5,000.00		
14	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING		LS	1	30,000.00	30,000.00	37,500.00	37,500.00		
15	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00	30,000.00	30,000.00		
BASE BID SCHEDULE 1 TOTAL							342,583.00		341,957.00		
ITEMS 1 - 15											

COUNTY'S ESTIMATE										1	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	Hardy & Harper, Inc. Santa Ana, CA 92705	
16	190185	SHOULDER BACKING	Like 1	LF	19,880	3.00	59,640.00	2.00	39,760.00		
17	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	34,670	7.00	242,690.00	5.80	201,086.00		
18	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	220	600.00	132,000.00	606.00	133,320.00		
19	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	4,970	95.00	472,150.00	107.00	531,790.00		
20	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	290	5.00	1,450.00	10.00	2,900.00		
21	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	8	150.00	1,200.00	150.00	1,200.00		
22	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	300.00	2,400.00	250.00	2,000.00		

**Riverside County Transportation Department
Summary of Bids**

PROJECT: 52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

Advertised: January 29, 2019 (Agenda Item: 3.33)
Addenda: 1 (2/15/2019)
Bids Open: 2 pm Date: Wednesday, February 20, 2019

BASE BID SCHEDULE 2: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street		COUNTY'S ESTIMATE				1			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	1,112	1.00	1,112.00	5.00	5,560.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,781	0.50	5,890.50	1.00	11,781.00
25	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00	5,000.00	5,000.00
26	120100	TRAFFIC CONTROL SYSTEM		LS	1	10,000.00	10,000.00	30,000.00	30,000.00
27	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	2,500.00	2,500.00	5,000.00	5,000.00
28	170103	CLEARING AND GRUBBING (LS)		LS	1	15,000.00	15,000.00	15,000.00	15,000.00
29	066100	DUST ABATEMENT		LS	1	5,000.00	5,000.00	12,000.00	12,000.00
30	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING		LS	1	30,000.00	30,000.00	43,500.00	43,500.00
31	870111	INDUCTIVE LOOP DETECTOR (EA)		EA	27	300.00	8,100.00	350.00	9,450.00
32	011506	WEDGE PLANE ASPHALT CONCRETE		LF	3,250	3.00	9,750.00	2.00	6,500.00
33	190101	ROADWAY EXCAVATION		CY	50	150.00	7,500.00	100.00	5,000.00
34	031500	RELOCATE WATER METER		EA	1	5,000.00	5,000.00	7,500.00	7,500.00
35	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		LF	1,430	5.00	7,150.00	10.00	14,300.00
36	390132	HOT MIX ASPHALT (TYPE A)		TON	113	70.00	7,910.00	150.00	16,950.00
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	175	8.00	1,400.00	100.00	17,500.00
38	031500	ADJUST WATER VALVES		EA	36	1,000.00	36,000.00	1,000.00	36,000.00
39	710228	ADJUST SEWER MANHOLE		EA	20	1,000.00	20,000.00	1,200.00	24,000.00
40	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	200	75.00	15,000.00	100.00	20,000.00
41	731516	MINOR CONCRETE (DRIVEWAY)		SQFT	210	15.00	3,150.00	15.00	3,150.00
42	038400	THERMOPLASTIC PAVEMENT MARKING (GREEN)		SQFT	370	1.25	462.50	10.00	3,700.00
43	038700	RE-INSTALL FLASHING BEACON SYSTEM ON NEW POST		EA	1	500.00	500.00	2,000.00	2,000.00
44	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE 2 TOTAL ITEMS 16 - 44							1,212,955.00		1,305,947.00

PROJECT TOTAL ITEMS 1 - 44		1,555,538.00	1,647,904.00
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: 52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

Advertised: January 29, 2019 (Agenda Item: 3.33)
Addenda: 1 (2/15/2019)
Bids Open: 2 pm Date: Wednesday, February 20, 2019

BASE BID SCHEDULE 1: 52nd Avenue Resurfacing Project, Fillmore Street to Westerly 0.38 Miles		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	190185	SHOULDER BACKING	Like 1	LF	4,391	1.60	7,025.60	2.00	8,782.00
2	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	9,400	6.90	64,860.00	7.25	68,150.00
3	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	60	605.00	36,300.00	604.00	36,240.00
4	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	1,300	112.80	146,640.00	110.00	143,000.00
5	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	104	7.70	800.80	4.00	416.00
6	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	4	51.70	206.80	125.00	500.00
7	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	4	330.00	1,320.00	450.00	1,800.00
8	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	105	4.50	472.50	5.00	525.00
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	2,530	0.65	1,644.50	0.55	1,391.50
10	100100	DEVELOP WATER SUPPLY		LS	1	7,100.00	7,100.00	1,500.00	1,500.00
11	120100	TRAFFIC CONTROL SYSTEM		LS	1	7,500.00	7,500.00	28,000.00	28,000.00
12	170103	CLEARING AND GRUBBING (LS)		LS	1	6,000.00	6,000.00	33,000.00	33,000.00
13	066100	DUST ABATEMENT		LS	1	3,000.00	3,000.00	3,500.00	3,500.00
14	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING		LS	1	38,000.00	38,000.00	37,200.00	37,200.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00	30,000.00	30,000.00
BASE BID SCHEDULE 1 TOTAL							350,870.20		394,004.50

BASE BID SCHEDULE 2: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street		ITEMS 1 - 15							
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
16	190185	SHOULDER BACKING	Like 1	LF	19,880	1.60	31,808.00	2.00	39,760.00
17	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	34,670	6.90	239,223.00	7.25	251,357.50
18	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	220	605.00	133,100.00	604.00	132,880.00
19	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	4,970	112.80	560,616.00	110.00	546,700.00
20	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	290	7.70	2,233.00	4.00	1,160.00
21	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	8	51.70	413.60	125.00	1,000.00
22	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	330.00	2,640.00	450.00	3,600.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: 52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

Advertised: January 29, 2019 (Agenda Item: 3.33)
Addenda: 1 (2/15/2019)
Bids Open: 2 pm Date: Wednesday, February 20, 2019

BASE BID SCHEDULE 2: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street		2		3							
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	All American Asphalt Corona, CA 92878	BID UNIT PRICE	BID ESTIMATE	Match Corporation Highland, CA 92346	BID UNIT PRICE	BID ESTIMATE
23	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	1,112	4.50	5,004.00	5,004.00	5.00	5,560.00	
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,781	0.65	7,657.65	7,657.65	0.55	6,479.55	
25	100100	DEVELOP WATER SUPPLY		LS	1	19,000.00	19,000.00	19,000.00	3,000.00	3,000.00	
26	120100	TRAFFIC CONTROL SYSTEM		LS	1	19,000.00	19,000.00	19,000.00	50,000.00	50,000.00	
27	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	5,000.00	5,000.00	5,000.00	400.00	400.00	
28	170103	CLEARING AND GRUBBING (LS)		LS	1	19,000.00	19,000.00	19,000.00	54,000.00	54,000.00	
29	066100	DUST ABATEMENT		LS	1	13,000.00	13,000.00	13,000.00	3,500.00	3,500.00	
30	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING		LS	1	52,700.00	52,700.00	52,700.00	43,400.00	43,400.00	
31	870111	INDUCTIVE LOOP DETECTOR (EA)		EA	27	346.00	9,342.00	9,342.00	540.00	14,580.00	
32	011506	WEDGE PLANE ASPHALT CONCRETE		LF	3,250	1.75	5,687.50	5,687.50	2.25	7,312.50	
33	190101	ROADWAY EXCAVATION		CY	50	163.00	8,150.00	8,150.00	200.00	10,000.00	
34	031500	RELOCATE WATER METER		EA	1	10,000.00	10,000.00	10,000.00	11,000.00	11,000.00	
35	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		LF	1,430	6.75	9,652.50	9,652.50	3.20	4,576.00	
36	390132	HOT MIX ASPHALT (TYPE A)		TON	113	130.00	14,690.00	14,690.00	98.00	11,074.00	
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	175	31.00	5,425.00	5,425.00	60.00	10,500.00	
38	031500	ADJUST WATER VALVES		EA	36	453.00	16,308.00	16,308.00	1,210.00	43,560.00	
39	710228	ADJUST SEWER MANHOLE		EA	20	816.00	16,320.00	16,320.00	980.00	19,600.00	
40	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	200	80.00	16,000.00	16,000.00	62.00	12,400.00	
41	731516	MINOR CONCRETE (DRIVEWAY)		SQFT	210	18.00	3,780.00	3,780.00	22.50	4,725.00	
42	038400	THERMOPLASTIC PAVEMENT MARKING (GREEN)		SQFT	370	12.40	4,588.00	4,588.00	15.00	5,550.00	
43	038700	RE-INSTALL FLASHING BEACON SYSTEM ON NEW POST		EA	1	6,700.00	6,700.00	6,700.00	1,200.00	1,200.00	
44	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	
BASE BID SCHEDULE 2 TOTAL ITEMS 16 - 44								1,337,038.25			1,398,874.55

PROJECT TOTAL ITEMS 1 - 44		1,687,908.45	1,792,879.05
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: 52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

Advised: January 29, 2019 (Agenda Item: 3.33)
Addenda: 1 (2/15/2019)
Bids Open: 2 pm Date: Wednesday, February 20, 2019

BASE BID SCHEDULE 1: 52nd Avenue Resurfacing Project, Fillmore Street to Westerly 0.38 Miles		4		5					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	190185	SHOULDER BACKING	Like 1	LF	4,391	1.76	7,728.16	2.50	10,977.50
2	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	9,400	6.96	65,424.00	8.00	75,200.00
3	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	60	595.00	35,700.00	593.31	35,598.60
4	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	1,300	111.00	144,300.00	125.00	162,500.00
5	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	104	6.00	624.00	5.00	520.00
6	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	4	300.00	1,200.00	130.00	520.00
7	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	4	600.00	2,400.00	456.28	1,825.12
8	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	105	7.00	735.00	4.75	498.75
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	2,530	0.69	1,745.70	0.50	1,265.00
10	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	11,000.00	11,000.00
11	120100	TRAFFIC CONTROL SYSTEM		LS	1	30,000.00	30,000.00	29,576.07	29,576.07
12	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00	15,000.00	15,000.00
13	066100	DUST ABATEMENT		LS	1	5,143.14	5,143.14	3,500.00	3,500.00
14	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING		LS	1	37,000.00	37,000.00	41,000.00	41,000.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00	30,000.00	30,000.00
BASE BID SCHEDULE 1 TOTAL							377,000.00		418,981.04

BASE BID SCHEDULE 2: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street		4		5					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
16	190185	SHOULDER BACKING	Like 1	LF	19,880	1.76	34,988.80	2.50	49,700.00
17	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	34,670	6.96	241,303.20	8.00	277,360.00
18	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	220	595.00	130,900.00	593.31	130,528.20
19	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	4,970	111.00	551,670.00	125.00	621,250.00
20	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	290	6.00	1,740.00	5.00	1,450.00
21	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	8	300.00	2,400.00	130.00	1,040.00
22	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	600.00	4,800.00	456.28	3,650.24

**Riverside County Transportation Department
Summary of Bids**

PROJECT: 52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westley 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

Advertised: January 29, 2019 (Agenda Item: 3.33)
Addenda: 1 (2/15/2019)
Bids Open: 2 pm Date: Wednesday, February 20, 2019

BASE BID SCHEDULE 2: Bautista Road Resurfacing Project, State Route 371 to Mitchell Road		4			5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
23	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	1,112	7.00	7,784.00	4.75	5,282.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,781	0.69	8,128.89	0.50	5,890.50
25	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	11,000.00	11,000.00
26	120100	TRAFFIC CONTROL SYSTEM		LS	1	123,000.00	123,000.00	39,008.02	39,008.02
27	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	7,000.00	7,000.00	800.00	800.00
28	170103	CLEARING AND GRUBBING (LS)		LS	1	13,000.00	13,000.00	15,000.00	15,000.00
29	066100	DUST ABATEMENT		LS	1	5,287.81	5,287.81	3,500.00	3,500.00
30	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING		LS	1	45,000.00	45,000.00	46,500.00	46,500.00
31	870111	INDUCTIVE LOOP DETECTOR (EA)		EA	27	500.00	13,500.00	516.00	13,932.00
32	011506	WEDGE PLANE ASPHALT CONCRETE		LF	3,250	3.00	9,750.00	1.73	5,622.50
33	190101	ROADWAY EXCAVATION		CY	50	200.00	10,000.00	150.00	7,500.00
34	031500	RELOCATE WATER METER		EA	1	21,000.00	21,000.00	5,000.00	5,000.00
35	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		LF	1,430	11.11	15,887.30	5.95	8,508.50
36	390132	HOT MIX ASPHALT (TYPE A)		TON	113	200.00	22,600.00	110.00	12,430.00
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	175	76.00	13,300.00	30.00	5,250.00
38	031500	ADJUST WATER VALVES		EA	36	1,300.00	46,800.00	1,200.00	43,200.00
39	710228	ADJUST SEWER MANHOLE		EA	20	1,300.00	26,000.00	1,800.00	36,000.00
40	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)		LF	200	76.00	15,200.00	50.00	10,000.00
41	731516	MINOR CONCRETE (DRIVEWAY)		SQFT	210	24.00	5,040.00	19.00	3,990.00
42	038400	THERMOPLASTIC PAVEMENT MARKING (GREEN)		SQFT	370	16.00	5,920.00	14.50	5,365.00
43	038700	RE-INSTALL FLASHING BEACON SYSTEM ON NEW POST		EA	1	24,000.00	24,000.00	1,150.00	1,150.00
44	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE 2 TOTAL ITEMS 16 - 44							1,511,000.00		1,469,906.96

PROJECT TOTAL ITEMS 1 - 44		1,888,000.00	1,888,888.00
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Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

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

Transportation Department

ADDENDUM NUMBER 1

Dated February 15, 2019

to the
Specifications and Contract Documents
for the construction of

52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

Bids Due: Wednesday, February 20, 2019; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Clarification – Street Name Update, Harrison Street/ Cesar Chavez Street. Refer to all Bidding Documents / Contract Documents. Whenever and wherever in the Contract Documents the name Harrison Street is used, it shall be understood to mean and refer to Harrison Street/ Cesar Chavez Street.

Contractors are advised to name and use Harrison Street/ Cesar Chavez Street in their future project documents and correspondence.

Item 2: Green Bike Lane Pavement Markings (MMA Area Markings). Refer to Section "Green Bike Lane Pavement Markings (MMA Area Markings)," of the special provisions (pages 63 through 65).

- Delete Subsection 2.1, "MMA AREA MARKING Resin" on page 63 of the special provisions, and replace it with the following:

2.1. MMA AREA MARKING Resin.

2.1.1. MMA AREA MARKING Resins shall have the following properties:

Density	12.85 +/- 0.35	Lbs/Gal
Tensile	>2,000 PSI	ASTM D638
Elongation	>70%	ASTM D638
Flash Point	>50°F / 10°C	ASTN D1310

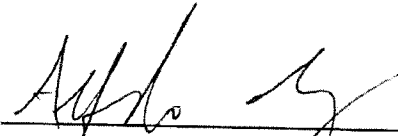
- Delete Subsection 6.2, on page 65 of the special provisions, and replace it with the following:

6.2. MMA AREA MARKING Aggregate must be supplied in 25.5 +/- 0.5 lbs. (11.7 +/- .23 kg) pre-packaged bags or pails.

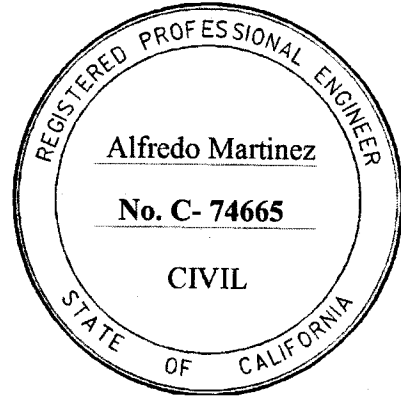
Addendum No. 1
52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595
February 15, 2019
Page 3 of 3

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

Recommended by:



Alfredo Martinez, PE
County Project Manager



Concurrence:

 for

Khalid Masim, PE
Engineering Division Manager

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

JRJ:jrj:rr

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

Bid

Date: 02/19/2019

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 52nd Avenue and 54th Avenue Resurfacing Projects, Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street, Community of Thermal and City of Coachella, Project No. C1-0593, C1-0595 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) _____ (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.

**52nd Avenue and 54th Avenue Resurfacing Projects
 Fillmore Street to Westerly 0.38 Miles
 Grapefruit Boulevard to Harrison Street
 Community of Thermal and City of Coachella
 Project No. C1-0593, C1-0595**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	Like Bid Item*	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1: 52nd Avenue Resurfacing Project, Fillmore Street to Westerly 0.38 Miles							
1	190185	SHOULDER BACKING	LF	Like 1	4,391	2.00	8,782.00
2	033900	COLD-IN-PLACE RECYCLING	SQYD	Like 2	9,400	5.80	54,520.00
3	033900	EMULSIFIED RECYCLING AGENT	TON	Like 3	60	600.00	36,000.00
4	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	Like 4	1,300	111.00	144,300.00
5	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	Like 5	104	15.00	1,560.00
6	820410	SALVAGE ROADSIDE SIGN	EA	Like 6	4	150.00	600.00
7	820840	ROADSIDE SIGN - ONE POST	EA	Like 7	4	250.00	1,000.00
8	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	Like 8	105	5.00	525.00
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	Like 9	2,530	1.00	2,530.00
10	100100	DEVELOP WATER SUPPLY	LS		1	2,500.00	2,500.00
11	120100	TRAFFIC CONTROL SYSTEM	LS		1	17,500.00	17,500.00
12	170103	CLEARING AND GRUBBING (LS)	LS		1	5,000.00	5,000.00
13	066100	DUST ABATEMENT	LS		1	5,000.00	5,000.00
14	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING	LS		1	37,500.00	37,500.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA		1	30,000.00	30,000.00

BASE BID SCH. 1

SUB-TOTAL: *three hundred forty seven thousand six hundred ^{seventy seven} dollars 347,677.00*

ITEMS 1-15

"WORDS"

ITEM No.	ITEM CODE	ITEM	UNIT	Like Bid Item*	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street							
16	190185	SHOULDER BACKING	LF	Like 1	19,880	2.00	39,760.00
17	033900	COLD-IN-PLACE RECYCLING	SQYD	Like 2	34,670	6.20	214,954.00
18	033900	EMULSIFIED RECYCLING AGENT	TON	Like 3	220	600.00	133,320.00
19	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	Like 4	4,970	107.00	531,790
20	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	Like 5	290	10.00	2,900.00
21	820410	SALVAGE ROADSIDE SIGN	EA	Like 6	8	150.00	1,200.00
22	820840	ROADSIDE SIGN - ONE POST	EA	Like 7	8	250.00	2,000.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	Like 8	1,112	5.00	5,560.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	Like 9	11,781	1.00	11,781.00
25	100100	DEVELOP WATER SUPPLY	LS		1	5,000.00	5,000.00

* 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	UNIT	Like Bid Item*	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street							
26	120100	TRAFFIC CONTROL SYSTEM	LS		1	30,000.00	30,000.00
27	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS		1	5,000.00	5,000.00
28	170103	CLEARING AND GRUBBING (LS)	LS		1	15,000.00	15,000.00
29	066100	DUST ABATEMENT	LS		1	12,000.00	12,000.00
30	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING	LS		1	43,500.00	43,500.00
31	870111	INDUCTIVE LOOP DETECTOR (EA)	EA		27	350.00	9,450.00
32	011506	WEDGE PLANE ASPHALT CONCRETE	LF		3,250	2.00	6,500.00
33	190101	ROADWAY EXCAVATION	CY		50	100.00	5,000.00
34	031500	RELOCATE WATER METER	EA		1	7,500.00	7,500.00
35	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF		1,430	10.00	14,300.00
36	390132	HOT MIX ASPHALT (TYPE A)	TON		113	150.00	16,950.00
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD		175	100.00	17,500.00
38	031500	ADJUST WATER VALVES	EA		36	1,000.00	36,000.00
39	710228	ADJUST SEWER MANHOLE	EA		20	1,200.00	24,000.00
40	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF		200	100.00	20,000.00
41	731516	MINOR CONCRETE (DRIVEWAY)	SQFT		210	15.00	3,150.00
42	038400	THERMOPLASTIC PAVEMENT MARKING (GREEN)	SQFT		370	10.00	3,700.00
43	038700	RE-INSTALL FLASHING BEACON SYSTEM ON NEW POST	EA		1	2,000.00	2,000.00
44	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA		1	100,000.00	100,000.00

BASE BID SCH: 2

SUB-TOTAL: One million three hundred nineteen thousand eight hundred \$ 1,319,815.00
 ITEMS 16-44 fifteen dollars "WORDS"

PROJECT TOTAL: One million six hundred sixty seven thousand \$ 1,667,492.00
 ITEMS 1-44 four hundred ninety two dollars "WORDS"

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

Bidder Data and Signature

Name of Bidder: Hardy & Harper, Inc.

Type of organization: S Coporation

Person(s) authorized to sign for Bidder: Steve Kirschner - Vice President, Kristen S., Paulino - Corporate Secretary

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: 1320 E. Warner Ave. Santa Ana, CA 92705
(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: ablanchard@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:

**52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595**

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

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

Signature:



Name (printed):

Steve Kirschner

Title:

Vice President

"Contractor"

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.	SMITHSON Electric	6E14518	1000006610	1938 E. Katella Ave. Orange, CA	31	<input type="checkbox"/>
2.	EBS Utilities	932798-A	1000004286	1320 E. 6th St. Ste 100 Lodi, CA	38, 39	<input type="checkbox"/>
3.	Pavement Recycling systems	5E9352	1000003303	10240 San Severino Way Jurupa Valley, CA	2, 3, 14 17, 18, 30, 32	<input checked="" type="checkbox"/>
4.	Superior pavement markings	776306	1000001476	PO BOX 278 Beaumont, CA	5-9 20-42	<input 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: _____ %

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

February (Month) 19 (Day) of 2019 (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)

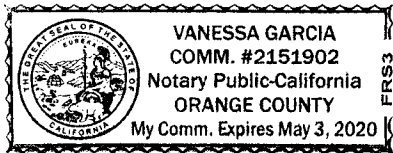
On February 19, 2019 before me, Vanessa Garcia, Notary Public,
Date Here Insert Name and Title of the Officer

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 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 Document

Title or Type of Document: Non-Collusion Declaration Document Date: February 19, 2018
Number of Pages: 1 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

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

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

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


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> Hardy & Harper, Inc.		<i>Federal ID Number (or n/a)</i> 95-2251022
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Steve Kirschner - Vice President		
<i>Date Executed</i> 02/19/2019	<i>Executed in</i> Santa Ana, CA	

Option #2 – Exemption

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

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

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

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 52nd Avenue and 54th Avenue Resurfacing Projects, Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street, Community of Thermal and City of Coachella, Project No. C1-0593, C1-0595 in accordance with a Notice Inviting Bids from the County.
2. Fidelity and Deposit Company of Maryland a Illinois 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: February 18th, 2019

Signatures:

Fidelity and Deposit Company of Maryland

Hardy & Harper, Inc.

By: 
Dwight Reilly

By: 

Title: Attorney in Fact
"Surety"

Title: Steve Kirschner - Vice President
"Contractor"

STATE OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

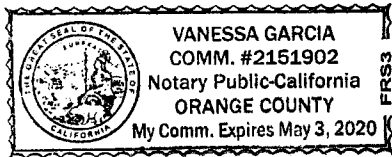
On February 18, 2019 before me, Vanessa Garcia, Notary Public,
Date Here Insert Name and Title of the Officer

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 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 Document

Title or Type of Document: Bid Bond Document Date: February 18, 2019
Number of Pages: 1 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

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

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

ACKNOWLEDGMENT

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

State of California
County of Orange)

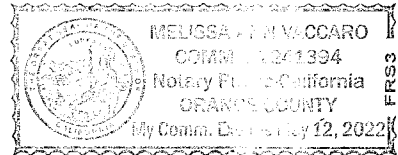
On 2/18/2019 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of February, 2019.



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
 Pauline D'Andrea
 Deputy



- 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

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

back to top



Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department

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

ADDENDUM NUMBER 1

Dated February 15, 2019

to the
Specifications and Contract Documents
for the construction of

52nd Avenue and 54th Avenue Resurfacing Projects

Fillmore Street to Westerly 0.38 Miles

Grapefruit Boulevard to Harrison Street / Cesar Chavez Street

Community of Thermal and City of Coachella

Project No. C1-0593, C1-0595

Bids Due: Wednesday, February 20, 2019; 2:00 p.m.

14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

<http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Clarification – Street Name Update, Harrison Street/ Cesar Chavez Street. Refer to all Bidding Documents / Contract Documents. Whenever and wherever in the Contract Documents the name Harrison Street is used, it shall be understood to mean and refer to Harrison Street/ Cesar Chavez Street.

Contractors are advised to name and use Harrison Street/ Cesar Chavez Street in their future project documents and correspondence.

Item 2: Green Bike Lane Pavement Markings (MMA Area Markings). Refer to Section "Green Bike Lane Pavement Markings (MMA Area Markings)," of the special provisions (pages 63 through 65).

- Delete Subsection 2.1, "MMA AREA MARKING Resin" on page 63 of the special provisions, and replace it with the following:

2.1. MMA AREA MARKING Resin.

2.1.1. MMA AREA MARKING Resins shall have the following properties:

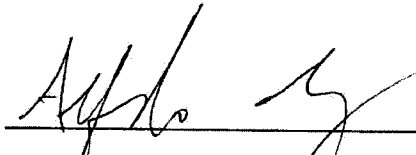
Density	12.85 +/- 0.35	Lbs/Gal
Tensile	>2,000 PSI	ASTM D638
Elongation	>70%	ASTM D638
Flash Point	>50°F / 10°C	ASTN D1310

- Delete Subsection 6.2, on page 65 of the special provisions, and replace it with the following:

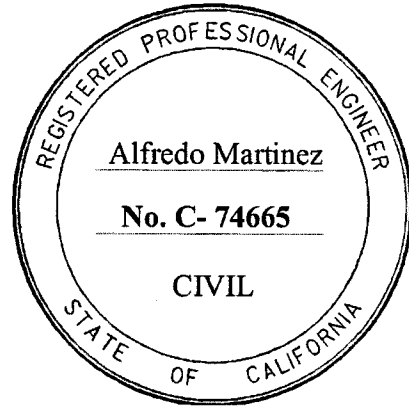
6.2. MMA AREA MARKING Aggregate must be supplied in 25.5 +/- 0.5 lbs. (11.7 +/- .23 kg) pre-packaged bags or pails.

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

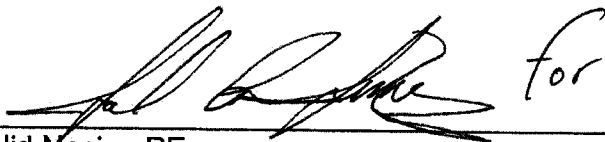
Recommended by:



Alfredo Martinez, PE
County Project Manager




Concurrence:



Khalid Masim, PE
Engineering Division Manager

Acknowledged:



(Contractor)
Steve Kirschner
Vice President

Date:

2/15/19

JRJ:rrj:rr

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

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **52nd Avenue and 54th Avenue Resurfacing Projects, Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street, Community of Thermal and City of Coachella, Project No. C1-0593, C1-0595**, 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) Addendum 1, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Prosecution, Progress and Liquidated Damages

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

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

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

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

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

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**52nd Avenue and 54th Avenue Resurfacing Projects
 Fillmore Street to Westerly 0.38 Miles
 Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
 Community of Thermal and City of Coachella
 Project No. C1-0593, C1-0595**

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1: 52nd Avenue Resurfacing Project, Fillmore Street to Westerly 0.38 Miles							
1	190185	SHOULDER BACKING	Like 1	LF	4,391	2.00	8,782.00
2	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	9,400	5.80	54,520.00
3	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	60	606.00	36,360.00
4	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	1,300	107.00	139,100.00
5	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	104	10.00	1,040.00
6	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	4	150.00	600.00
7	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	4	250.00	1,000.00
8	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	105	5.00	525.00
9	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	2,530	1.00	2,530.00
10	100100	DEVELOP WATER SUPPLY	-----	LS	1	2,500.00	2,500.00
11	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	17,500.00	17,500.00
12	170103	CLEARING AND GRUBBING	-----	LS	1	5,000.00	5,000.00
13	066100	DUST ABATEMENT	-----	LS	1	5,000.00	5,000.00
14	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING	-----	LS	1	37,500.00	37,500.00
15	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	30,000.00	30,000.00

BASE BID
 SCHEDULE 1: Three hundred forty one thousand, nine hundred fifty seven dollars and zero cents **\$341,957.00**
 ITEMS 1- 15 "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: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street							
16	190185	SHOULDER BACKING	Like 1	LF	19,880	2.00	39,760.00
17	033900	COLD-IN-PLACE RECYCLING	Like 2	SQYD	34,670	5.80	201,086.00
18	033900	EMULSIFIED RECYCLING AGENT	Like 3	TON	220	606.00	133,320.00
19	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	4,970	107.00	531,790.00
20	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	290	10.00	2,900.00
21	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	8	150.00	1,200.00
22	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	250.00	2,000.00
23	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	1,112	5.00	5,560.00
24	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,781	1.00	11,781.00
25	100100	DEVELOP WATER SUPPLY	-----	LS	1	5,000.00	5,000.00
26	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	30,000.00	30,000.00
27	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	5,000.00	5,000.00
28	170103	CLEARING AND GRUBBING (LS)	-----	LS	1	15,000.00	15,000.00
29	066100	DUST ABATEMENT	-----	LS	1	12,000.00	12,000.00
30	033900	COLD-IN-PLACE RECYCLING MIX DESIGN, SAMPLING & TESTING	-----	LS	1	43,500.00	43,500.00
31	870111	INDUCTIVE LOOP DETECTOR (EA)	-----	EA	27	350.00	9,450.00
32	011506	WEDGE PLANE ASPHALT CONCRETE	-----	LF	3,250	2.00	6,500.00
33	190101	ROADWAY EXCAVATION	-----	CY	50	100.00	5,000.00
34	031500	RELOCATE WATER METER	-----	EA	1	7,500.00	7,500.00
35	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-----	LF	1,430	10.00	14,300.00
36	390132	HOT MIX ASPHALT (TYPE A)	-----	TON	113	150.00	16,950.00
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	-----	SQYD	175	100.00	17,500.00
38	031500	ADJUST WATER VALVES	-----	EA	36	1,000.00	36,000.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2: 54th Avenue Resurfacing Project, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street							
39	710228	ADJUST SEWER MANHOLE	-----	EA	20	1,200.00	24,000.00
40	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-----	LF	200	100.00	20,000.00
41	731516	MINOR CONCRETE (DRIVEWAY)	-----	SQFT	210	15.00	3,150.00
42	038400	THERMOPLASTIC PAVEMENT MARKING (GREEN)	-----	SQFT	370	10.00	3,700.00
43	038700	RE-INSTALL FLASHING BEACON SYSTEM ON NEW POST	-----	EA	1	2,000.00	2,000.00
44	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	100,000.00	100,000.00

BASE BID

SCHEDULE 2: One million, three hundred five thousand, nine hundred forty seven dollars and zero cents **\$1,305,947.00**

ITEMS 16 - 44

"WORDS"

PROJECT
TOTAL:
ITEMS 1- 44

One million, six hundred forty seven thousand, nine hundred four dollars and zero cents

\$1,647,904.00

"WORDS"

52nd Avenue and 54th Avenue Resurfacing Projects
Fillmore Street to Westerly 0.38 Miles
Grapefruit Boulevard to Harrison Street / Cesar Chavez Street
Community of Thermal and City of Coachella
Project No. C1-0593, C1-0595

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

COUNTY OF RIVERSIDE

Hardy & Harper, Inc.

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

BY: [Signature]
Steve Kirschner

DATED: MAY 21 2019

TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper ~~Heim~~, Clerk of the Board

[Signature]
Kristen Paulino

BY: [Signature]
Deputy

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] Department of Industrial Relations Registration Number:
SYNTHIA M. GUNZEL DATE

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 **52nd Avenue and 54th Avenue Resurfacing Projects, Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street, Community of Thermal and City of Coachella, Project No. C1-0593, C1-0595.**

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,647,904.00 (One million, six hundred forty seven thousand, nine hundred four dollars and zero cents)** and inures to the benefit of County.

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

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

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

THIS BOND is executed as of _____.

By _____ By _____

By _____ Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Hardy & Harper, Inc.**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,647,904.00 (One million, six hundred forty seven thousand, nine hundred four dollars and zero cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **52nd Avenue and 54th Avenue Resurfacing Projects, Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street, Community of Thermal and City of Coachella, Project No. C1-0593, C1-0595.**

The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Bond No. 7659843
Premium: \$8,418.00

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as 52nd Avenue and 54th Avenue Resurfacing Projects, Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street, Community of Thermal and City of Coachella, Project No. C1-0593, C1-0595.
2. Fidelity and Deposit Company of Maryland, a Illinois corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$1,647,904.00 (One million, six hundred forty seven thousand, nine hundred four dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of March 25th, 2019

By [Signature]
Hardy & Harper, Inc.

Fidelity and Deposit Company of Maryland

By [Signature]
Steve Kirschner - V.P.

By [Signature]

By [Signature]
Kristen Paulino - Secretary

Type Name Dwight Reilly, Attorney-in-Fact

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

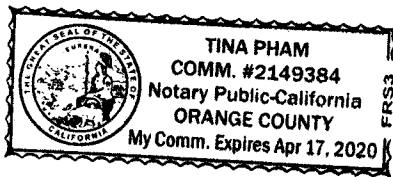
On March 25, 2019 before me, Tina Pham, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature *Tina Pham*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: March 25, 2019
Number of Pages: 1 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____
Hardy & Harper, Inc.

Signer Is Representing: _____
Hardy & Harper, Inc.

ACKNOWLEDGMENT

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

State of California

County of Orange)

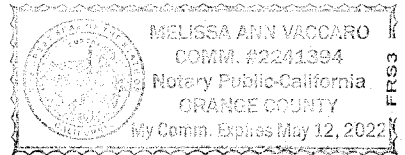
On 3/25/2019 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (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, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM and Frank MORONES, all of Orange, California, EACH**, 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 6th day of February, A.D. 2019.



**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 6th day of February, A.D. 2019, 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, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

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 25th day of March, 2019.



A handwritten signature in cursive script that reads "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



- 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 PDFs
- 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:	ILLINOIS

[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

(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 \$1,647,904.00 (One million, six hundred forty seven thousand, nine hundred four dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of 52nd Avenue and 54th Avenue Resurfacing Projects, Fillmore Street to Westerly 0.38 Miles, Grapefruit Boulevard to Harrison Street / Cesar Chavez Street, Community of Thermal and City of Coachella, Project No. C1-0593, C1-0595.

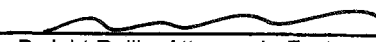
The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: March 25th, 2019

Hardy & Harper, Inc.
Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

By 
Steve Kirschner

By 
Dwight Reilly, Attorney-in-Fact
Its Attorney In Fact

Title Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

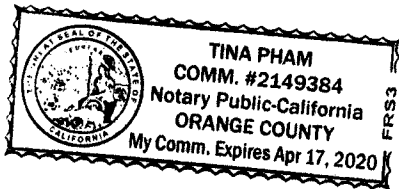
On March 25, 2019 before me, Tina Pham, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: March 25, 2019
Number of Pages: 1 Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

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

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

ACKNOWLEDGMENT

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

State of California

County of Orange)

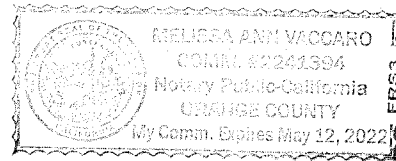
On 3/25/2019 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (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, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM and Frank MORONES, all of Orange, California, EACH**, 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 6th day of February, A.D. 2019.



**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 6th day of February, A.D. 2019, 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, 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 25th day of March, 2019.



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



- 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 PDP'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:	ILLINOIS

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2019

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): 714-505-7000 E-MAIL ADDRESS: samjad@wgbib.com FAX (A/C, No):	
INSURED Hardy & Harper Inc Maas Equipment, LLC 1312 E. Warner Ave. Santa Ana CA 92705		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED SPECIALTY INS CO NAIC # 12537 INSURER B: Zurich American Insurance Co. 16535 INSURER C: AGCS Marine Insurance Company 22837 INSURER D: Evanston Insurance Company 35378 INSURER E: ALLIED WORLD NATL ASSUR CO 10690 INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1472870053 **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	
A	<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:			ATNSF1813471	12/31/2018	12/31/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			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)	\$
								\$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			03116679	12/31/2018	12/31/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC373645314	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Pollution/Professional Liability			MKLV5ENV/100621	12/31/2017	12/31/2019	\$2,000,000 agg.	\$1,000,000 occ.
C	Rented/Leased Equip			SML93020423	12/31/2018	12/31/2019	\$300,000	

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 10 04 13 and CG 20 37 04 13
 Primary and Non Contributory wording applies per attached endorsement VEN 051 00 (01/15)
 Waiver of Subrogation applies per attached endorsement CG 24 04 10 93
 Per Project Aggregate applies per attached endorsement VEN 079 01 (03/18)

See Attached...

CERTIFICATE HOLDER

County of Riverside Transportation Department
 Attn: Contracts/Bidding Unit
 3525 14th Street, 2nd Floor
 Riverside CA 92502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

AUTOMOBILE LIABILITY:

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 follows form with respects to underlying coverages (GL 0032300 (05/09)) per attached endorsement GL 00127 00 (09/07)

RE: 52nd Avenue and 54th Avenue - Avenue Resurfacing

Additional Insured(s):

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives, and The City of Coachella, its elected and appointed officials, its officers, employees, agents, and representatives, as required by written contract subject to the terms and conditions of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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 additional exclusions apply:

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

VEN 079 01 (03/18)

**POLICY LIMITATION - TOTAL AGGREGATE LIMIT FOR
ALL CONSTRUCTION PROJECTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION III – LIMITS OF INSURANCE – 2, is amended by the addition of the following:

- d. The General Aggregate Limit, shown in the Policy Declarations, applies separately to each "construction project".
- e. Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances shall we pay more than **\$10,000,000** for all claims under this policy that are subject to the General Aggregate Limit.

The following are added to the DEFINITIONS section of this policy:

"Construction project" means any construction project, development, property, or group of properties, including all premises, phases, lots, and areas of such project, development, or property, and any building or group of buildings or other structures contained in any business or housing project, development, subdivision, or business park.

If a construction project, or construction activity related thereto, has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same location or construction project under this endorsement.

Multiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract or master contract are not considered separate "construction projects" within the meaning of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

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

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.



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 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

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

X. Return of Stolen Automobile

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

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

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



UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (01/15)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

A handwritten signature in black ink, appearing to be 'J. C.', is located in the lower center of the page.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Per Written Contract

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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





ALLIED WORLD NATIONAL ASSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Words and phrases that appear in **bold print** have special meanings that are defined under Section VI – Definitions of this **policy**. If the Followed Policy listed in Item 6. of the Declarations has defined a word or phrase, this **policy** will follow that definition unless this **policy** expressly defines such word or phrase, in which case the meaning given to such word or phrase in this **policy** will apply. Please read the entire **policy** and the Followed Policy listed in Item 6. of the Declarations carefully.

SECTION I - INSURING AGREEMENT

A. Subject to all the warranties, terms, conditions, exclusions and limitations applicable to this **policy**, the **company** shall pay, on behalf of the **insured**, that part of **loss**, to which this **policy** applies, which exceeds the applicable **underlying limits**. This **policy** does not provide coverage for any part of **loss** within **underlying limits**, or any related cost or expenses.

B. This **policy** only applies if the **triggering event** that must happen during the policy period of the Followed Policy happens during the Policy Period, as stated in Item 2. of the Declarations, of this **policy**.

C. This **policy** does not provide coverage for any:

1. Injury or damage that occurs;
2. Accident that occurs;
3. Offense that was committed; or
4. Act, error or omission that occurs;

Before the Retroactive Date, if any, stated in Item 3. of the Declarations of this **policy**.

D. This **policy** will follow the warranties, terms, conditions, exclusions and limitations that are contained in the Followed Policy listed in Item 6. of the Declarations unless a warranty, term, condition, exclusion or limitation contained in this **policy**:

1. Differs from a warranty, term, condition, exclusion or limitation of the Followed Policy; or
 2. Is not contained in the Followed Policy; In which case, such warranty, term, condition, exclusion or limitation of this **policy** will apply, to the extent that it provides less coverage than the Followed Policy.
- E. Regardless of any other warranties, terms, conditions, exclusions or limitations of this **policy**, if any policy of **underlying excess insurance** does not cover **loss** for reasons other than exhaustion of its applicable limit of liability by payment of claims, then this **policy** will not cover such **loss**.
- F. The **company** has no obligation under this **policy** with respect to any claim, suit or proceeding settled without its prior written consent.
- G. If the **company** is prevented by law from paying on behalf of the **insured** for coverage provided under this **policy**, then the **company** will indemnify the **insured**.
- H. Other than as provided under Section II - Defense And Supplementary Payments of this **policy**, the **company** will have no other obligation or liability to pay sums or perform acts or services under this **policy**.

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS

Subject to all the warranties, terms, conditions, exclusions and limitations applicable to this **policy**:

A. The **company** shall have the right, but not the duty, to assume charge of the investigation, settlement or defense of any claim made, suit brought, or proceeding instituted against any **insured** upon exhaustion of the applicable **underlying limits**. If the **company** has exercised such

right, it will not investigate, settle or defend any claim, suit or proceeding after it has exhausted the applicable Limit Of Insurance of this **policy** as stated in Item 4. of the Declarations. If the **company** does not exercise such right, or if the applicable **underlying limits** are not exhausted, the **company** will have the right, and will be given the opportunity, to associate effectively with the **insured** or any underlying insurer, or both, in the investigation, settlement or defense of any claim, suit or proceeding that is likely to involve this **policy**. In such event, the **insured**, the underlying insurer, and the **company** shall cooperate in the investigation, settlement or defense of such claim, suit or proceeding.

- B. The **company** will only pay the following defense and supplementary expenses:
1. Interest that accrues on a judgment after entry of the judgment and before the **company** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance of this **policy**;
 2. Reasonable attorney fees and other reasonable investigation, loss-adjustment or litigation expenses incurred directly by the **company** or by the **insured**, with the **company's** consent;
 3. The cost of bonds required to:
 - i. Appeal judgments (in connection with the initiation and continuation of any appeal agreed to by the **company**); or
 - ii. Release attachments;
But only for bond amounts within the applicable Limit Of Insurance of this **policy**; and
 4. Pre-judgment interest on that part of a judgment within the applicable Limit Of Insurance of this **policy**; however, if the **company** makes an offer to pay the applicable Limit Of Insurance prior to judgment, it will not pay any pre-judgment interest that accrues after its offer.
- C. When defense or supplementary payments do not reduce any of the **underlying limits** provided by **underlying excess insurance**, then any such expense payment made

under this **policy** will not reduce the Limits Of Insurance provided by this **policy**.

SECTION III - WHO IS AN INSURED

The following persons and organizations qualify as **insureds**:

- A. The Named **Insured** designated in Item 1. (a) of the Declarations;
- B. Any person or organization (other than a person or organization included in C. below) qualifying as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and
- C. Any person or organization to whom any person or organization included in paragraph A. or B. above is obligated by virtue of a written contract or written agreement (other than a contract or policy of insurance) to provide insurance such as is afforded by this **policy**, but:
 1. Only if such person or organization qualifies as an insured in every policy of **underlying excess insurance** and every applicable policy of **underlying primary insurance**; and
 2. Only to the extent of such obligation and no further.

SECTION IV - LIMITS OF INSURANCE

- A. The Limits Of Insurance of this **policy** stated in Item 4. of the Declarations and the rules below determine the most the **company** will pay for **loss**, regardless of the number of:
 1. **Insureds**;
 2. Claims made, suits brought, or proceedings instituted;
 3. Persons or organizations making claims, bringing suits, or instituting proceedings;
 4. Vehicles involved; or
 5. Coverages provided under this **policy**.
- B. The Limits Of Insurance of this **policy** will apply only in excess of the **underlying limits**.
- C. The Each Occurrence Limit stated in Item 4. (a) of the Declarations is the most the

company will pay for **loss** arising out of any one occurrence. Any amount paid for **loss** will reduce the amount of the applicable aggregate Limit Of Insurance of this **policy** available for any other payment. If the applicable aggregate Limit Of Insurance of this **policy** has been reduced to an amount that is less than the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the remaining amount of such aggregate Limit Of Insurance is the most that will be available for any other payment.

D. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations is the most the **company** will pay for **loss** under the products-completed operations hazard, as that hazard is defined in the Followed Policy.

E. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Other Aggregate Limit stated in Item 4. (c) of the Declarations is the most the **company** will pay for **loss** under this **policy**, except **loss**:

1. Included in the products-completed operations hazard, as that hazard is defined in the Followed Policy; or
2. Otherwise covered by the Followed Policy, but to which no aggregate limit in the Followed Policy applies, but only if all other **underlying excess insurance** also does not apply an aggregate limit to such **loss**.

F. Subject to paragraphs C., D., and E. above, if the **underlying limits** have been reduced by payment of **loss** to which this **policy** would also apply (but for the existence of such **underlying limits**), then this **policy** will drop down to become immediately excess of the reduced **underlying limits**, but only if all **underlying excess insurance** applies to such **loss** and also drops down.

G. **Underlying limits** will not be reduced by:

1. The insolvency of, or unwillingness to pay by, any insurer;
2. The uncollectibility of any self-insured retention, deductible or other alternative risk-financing mechanism;

3. Any **Insured's** failure to pay any allocation, deductible, participation, retention, or other self-insurance;
4. The existence of a sub-limit of liability in any **underlying excess insurance**;
5. Cancellation, expiration or rescission of any **underlying primary insurance** or **underlying excess insurance**;
6. Defense or supplementary expense payments, unless the Schedule Of Underlying Insurance of this **policy** specifies that the applicable limits of **underlying excess insurance** are reduced by such payments; or
7. Any **underlying excess insurance** containing a warranty, term, condition, exclusion or limitation different from the Followed Policy or this **policy**.

H. If after issuance, the Policy Period of this **policy**, stated in Item 2. of the Declarations, is extended, then the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance of this **policy**.

SECTION V - CONDITIONS

A. Appeals

The **company** may, at its option, initiate or continue an appeal of a judgment against any **insured** if the judgment is for more than the **underlying limits**. If the **company** initiates or continues an appeal, it will pay its costs of the appeal subject to Section II – Defense And Supplementary Payments. In no event will the amount the **company** pays for **loss** exceed the Limits Of Insurance of this **policy**.

B. Cancellation

1. The first Named **Insured** designated in item 1. (a) of the Declarations may cancel this **policy** by mailing or delivering to the **company**, at the address stated in Item 8. (b) of the Declarations, advance written notice stating when such cancellation is to take effect.

2. The **company** may cancel this **policy** by delivering to the first Named **Insured**, or by mailing to the first Named **Insured** (by registered, certified, or other first class mail), at the address stated in Item

1. (b) of the Declarations, written notice, not less than thirty (30) days [or ten (10) days in the event any premium is not paid when due], in advance of the cancellation date. Proof of mailing of such notice to the first Named **Insured** at the address stated in Item 1. (b) of the Declarations will be sufficient proof of notice.
3. The Policy Period of this **policy** will end on the date and hour specified in the cancellation notice.
4. If the **insured** cancels this **policy**, the **company** will be due the greater of either:
 - a) The sum of:
 - i. The earned amount of the Minimum And Advance Premium stated in Item 7. (a) of the Declarations; plus
 - ii. 10% of the unearned amount of the Minimum And Advance Premium stated in Item 7. (a) of the Declarations; or
 - b) The Minimum Earned Premium, if any, stated in Item 7. (b) of the Declarations.

After deduction of the amount due the **company** as determined above, the remaining amount of any unearned premium previously paid to the **company** will be returned to the first Named **Insured**.

5. If this **policy** is cancelled by the **company**, then the **company** shall return the pro rata portion of any unearned premium, previously paid to the **company**, to the first Named **Insured**.
6. Payment or tender of any unearned premium by the **company** will not be a condition precedent to the effectiveness of cancellation, but the **company** shall make such payment as soon as practicable. The **company's** check or its representative's check, mailed or delivered to the first Named **Insured**, will be sufficient tender of any refund due any **insured**.

7. Any of these provisions that conflict with a law that controls the cancellation of this **policy** is changed by this paragraph to comply with that law.

C. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this **policy**. This **policy** can be changed only by a written Endorsement that becomes part of this **policy**. The Endorsement must be signed by one of the **company's** authorized representatives.

D. Changes In Followed Policy

If during the Policy Period of this **policy**, the warranties, terms, conditions, exclusions or limitations of the Followed Policy are changed in any manner from those in effect on the inception date of this **policy**, the **insured** shall, as a condition precedent to its rights under this **policy**, give to the **company** at the address stated in Item 8. (b) of the Declarations written notice of the full particulars of such changes as soon as practicable.

This **policy** will follow such changes upon the effective date of the changes in the Followed Policy, but only if:

1. The **company** agrees to follow such changes by written Endorsement that becomes a part of this **policy**;
2. The **insured** agrees to any amendment of the warranties, terms, conditions, exclusions or limitations of this **policy** required by the **company** relating to such changes; and
3. The **insured** pays when due any additional premium required by the **company** relating to such changes.

E. Compliance

The **company** has no duty to provide coverage under this **policy** unless the Named **Insured** and any other involved **insured** have fully complied with all the warranties, terms and conditions of this **policy**.

F. Duties In The Event Of Occurrence, Claim Or Suit

1. The **insured** shall, as a condition precedent to the obligations of the **company** under this **policy**, give written notice as soon as practicable to the **company** at the address stated in Item 8. (a) of the Declarations of any occurrence, claim, suit or proceeding that involves or is likely to involve **underlying excess insurance**. Notice to an underlying insurer shall not constitute notice to the **company**.
2. Without limiting the requirements of paragraph 1. above, the Named **Insured** shall separately and as soon as practicable give written notice to the **company** when a payment is made or reserve established for any occurrence, claim, suit or proceeding that has brought the total of all payments and reserves by the **insured** or any underlying insurers to a level of twenty-five (25%) or more of any of the **underlying limits**.
3. In the event the **underlying limits** are exhausted, no **insured** will, except at that **insured's** own cost, make any payment, assume any obligation, or incur any expense without the **company's** consent.
4. If applicable **underlying excess insurance** imposes any duties, responsibilities, or obligations on any **insured** in the event of "injury," "damage," "offense," "accident," "disease," "act, error or omission," or such similar event, then the duties specified in this condition will also apply in the event of "injury," "damage," "offense," "accident," "disease," "act, error or omission," or such similar event.

With respect to the duties specified in this condition, the word or phrase "injury," "damage," "offense," "accident," "disease," "act, error or omission," or such similar event will have the same meaning that it has with respect to such applicable **underlying excess insurance**.

G. First Named Insured

The person or organization first named in Item 1. (a) of the Declarations is responsible

for payment of all premiums due under this **policy**. The first Named **Insured** will act on behalf of all other **insureds** for the giving and receiving of any notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this **policy**.

H. Maintenance Of Underlying Insurance And Underlying Limits

The **company** has issued this **policy** in reliance upon representations made by the Named **Insured** about **underlying excess insurance**, **underlying primary insurance**, and the **underlying limits**. The Named **Insured** must see to it that:

1. **Underlying excess insurance** and **underlying primary insurance** are and remain valid and in full force and effect;
2. **Underlying excess insurance** and **underlying primary insurance** will not be cancelled, non-renewed, or rescinded without replacement of coverage to which the **company** agrees in writing;
3. The warranties, terms, conditions, exclusions and limitations of **underlying excess insurance** and **underlying primary insurance** will not materially change unless the **company** agrees in writing otherwise;
4. The warranties, terms, conditions, exclusions and limitations of renewals or replacements of **underlying excess insurance** will be materially the same as the prior coverage, unless the **company** agrees in writing otherwise;
5. The **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization;
6. The **underlying limits** will not be reduced, except for the reduction by payment of **loss** to which this **policy** also would apply but for the existence of such **underlying limits**.

Failure to comply with this condition will not invalidate this **policy**, but in the case of any

such failure, the **company's** obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

The Named **Insured** must notify the **company** as soon as possible if any **underlying excess insurance** or **underlying primary insurance** is no longer valid or no longer in full force and effect.

I. Other Insurance

This **policy** will apply in excess of all **other insurance**.

J. Premium

1. At the beginning of the Policy Period, stated in Item 2. of the Declarations, of this **policy**, the first Named **Insured** must pay the **company** the Minimum And Advance Premium stated in Item 7. (a) of the Declarations for this **policy**.

2. The Minimum Earned Premium, if any, stated in Item 7. (b) will be deemed to be 100% earned from the inception date of the Policy Period of this **policy**.

3. The Minimum And Advance Premium is subject to adjustment if:

- a) The premium of the Followed Policy is adjusted; or
- b) An Endorsement describing such adjustment is attached to this **policy**.

4. In no event, however, will the adjusted premium be less than the greater of:

- a) The Minimum And Advance Premium for this **policy** stated in Item 7. (a) of the Declarations; or
- b) The Minimum Earned Premium, if any, stated in Item 7. (b) of the Declarations.

K. Representations

The **company** has issued this **policy** based, and in reliance, upon representations made by the **insured** and by the **insured's** representatives to the **company**. Unintentional failure of an employee of the **insured** to disclose a hazard or other material information will not violate this condition, unless an officer (whether or not an employee) of any **insured** or an officer's

designee knows about such hazard or other material information.

SECTION VI – DEFINITIONS

Company means the company shown in the Declarations that is providing this **policy**.

Insured means a person or an organization qualifying as an insured in Section III – Who Is An Insured of this **policy**.

Loss means damages that the **insured** becomes legally obligated to pay because of injury or damage, after making proper deductions for all recoveries and salvage. If defense or supplementary payments reduce any of the **underlying limits** provided by **underlying excess insurance**, then any defense or supplementary payments made under Section II - Defense And Supplementary Payments of this **policy** will be included within the meaning of **loss** and will reduce the Limits Of Insurance of this **policy**.

Other insurance means valid and collectible insurance providing coverage for **loss** that is covered in whole or in part by this **policy** (or that would be covered in whole or in part by this **policy**, but for the existence of the **underlying limits**). However, **other insurance** does not include **underlying excess insurance**, **underlying primary insurance**, or any policy of insurance specifically purchased to be excess of this **policy** affording coverage that this **policy** also affords.

Policy means the various sections of this contract as well as the Declarations and any Endorsements and Schedules made a part of this contract by reference.

Triggering event means:

- 1. With respect to any coverage provided by the Followed Policy on an occurrence basis, when:
 - a) The injury or damage occurs; or
 - b) The offense is committed;As determined by the provisions of such coverage under the Followed Policy;
- 2. With respect to any coverage provided by the Followed Policy on a claims-made basis, when the claim is first made as determined by the provisions of such coverage under the Followed Policy.

Underlying excess insurance means the insurance described in the Schedule Of Underlying Insurance of this **policy** as well as the next applicable renewal or replacement, or any applicable antecedent, of the described insurance.

Underlying primary insurance means any insurance (including the next applicable renewal or replacement, or any applicable antecedent, thereof) that underlies the **underlying excess insurance**. **Underlying primary insurance** does not include insurance that is described in the Schedule Of Underlying Insurance of this **policy**.

Underlying limits mean the sum of:

1. The remaining amount of **underlying excess insurance**, including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the limits of **underlying excess insurance**;
2. The remaining amount of any applicable **underlying primary insurance**, including the remaining amount of any allocation, deductible, participation, retention, or other self-insurance that is included within the


limits of any applicable **underlying primary insurance**;

3. Any reinstatement of limits or supplemental or other limits available under the insurance described in items 1. and 2. above;
4. Any amounts that any **insured** must pay because **underlying excess insurance** or **underlying primary insurance**, as represented by the **insured**, is not available for any reason other than reduction or exhaustion of such insurance as specified under paragraph F. of Section III – Limits Of Insurance;
5. Any applicable **other insurance**;
6. The remaining amount of any applicable self-insured retention, deductible or other alternative risk-financing mechanism, which immediately underlies the **underlying excess insurance** and which is not included within the limits of **underlying excess insurance** or **underlying primary insurance**; and
7. The remaining amount of any applicable self-insured retention, deductible or other alternative risk-financing mechanism, which underlies the **underlying primary insurance** and which is not included within the limits of **underlying primary insurance**

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Joseph Cellura

Title: **President, North American Casualty Division**

Date of Issuance: **February 27, 2019**

Endorsement No.: 1

This Endorsement, effective: December 31, 2018
(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)
forms a part of Policy No.: 0311-6679
Issued to: Hardy & Harper, Inc.
By: Allied World National Assurance Company

SCHEDULE OF UNDERLYING INSURANCE

<u>Type of Coverage</u>	<u>Insurer</u> <u>Policy Number</u> <u>Policy Period</u>	<u>Limits of Insurance</u>	
General Liability	United Specialty Insurance Company ATN-SF1813471 December 31, 2018 - December 31, 2019	US\$1,000,000 US\$2,000,000 US\$2,000,000	Each Occurrence General Aggregate Products-Completed Operations Aggregate
		Which is further Excess of: US\$200,000	Each Occurrence Self Insured retention

Defense costs:

Erode Do Not Erode

The Policy Limits Listed above and Do erode the Self Insured Retention Listed Above.

Employee Benefit Liability	United Specialty Insurance Company ATN-SF1813471 December 31, 2018 - December 31, 2019	US\$1,000,000 US\$1,000,000	Employee Benefit Each Wrongful Act or Series of Related Wrongful Acts Employee Benefits Liability Aggregate
		Retroactive Date: 12/31/2015	

Defense costs:

Erode Do Not Erode

The Limits of Insurance listed in the policy above.

Automobile Liability	American Zurich Insurance Company BAP 3736454-14 October 1, 2018 - October 1, 2019	US\$2,000,000	Combined Single Limit
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Defense costs:

Erode Do Not Erode

The Limits of Insurance listed in the policy above.

Employer Liability	Zurich American Insurance Company WC 3736453-14 October 1, 2018 - October 1, 2019	US\$1,000,000 US\$1,000,000 US\$1,000,000	Bodily Injury Each Accident Bodily Injury By Disease - Policy Aggregate Bodily Injury By Disease - Each Employee
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Defense costs:

Erode Do Not Erode

The Limits of Insurance listed in the policy above.

All other terms and conditions of this **policy** remain unchanged.

Allied World National Assurance Company

By:



Joseph Cellura

Title: President, North American Casualty Division

Date of Issuance: February 27, 2019

List of Approved Surplus Line Insurers (LASLI)

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.
List is current as of: April 02, 2019

A | B - D | E - G | H - L | M - P | Q - Z

Q - Z

Insurer	Date Approved
QBE Specialty Insurance Company (North Dakota)	08/01/2003
QBE UK Limited (U.K.) (Name changed from QBE Insurance (Europe) Limited effective 12/31/2018) (Name changed from QBE International Insurance Limited effective 09/30/2005)	01/06/1999
Rockingham Insurance Company (Virginia)	2/27/2017
Savers Property and Casualty Insurance Company (Missouri)	06/30/1995
Scottsdale Insurance Company (Ohio)	06/30/1995
Seneca Specialty Insurance Company (Delaware) (Domicile changed from Arizona to Delaware, effective 11/25/2014)	02/02/2004
Shelter Reinsurance Company (Missouri)	10/18/2007
Sirius International Insurance Corporation (Sweden)	02/08/1999
St. Paul Surplus Lines Insurance Company (Delaware)	07/06/1995
Starr Surplus Lines Insurance Company (Texas) (Domicile changed from Illinois to Texas effective 01/01/2018)	11/16/2010
StarStone Specialty Insurance Company (Delaware)(Name changed from Torus Specialty Insurance Company effective 09/21/2015. Name changed from Praetorian Specialty Insurance Company effective 03/02/2009. Name changed from Alea North America Specialty Insurance Company effective 10/02/2006.)	12/22/2004
Steadfast Insurance Company (Delaware)	07/18/1995
Swiss Re International SE (Luxembourg) (Name changed from SR International Business Insurance Company Limited (UK) effective 1/01/2008) (Domicile changed from UK to Luxembourg effective 01/01/2008)	10/27/1995
T.H.E. Insurance Company (Louisiana)	09/22/1995
Tokio Marine Kiln Insurance Limited (U.K.) (Name changed from Tokio Marine Europe Insurance Limited effective 10/14/2014)	10/19/2009
Tokio Marine Specialty Insurance Company (Delaware) (Name changed from Philadelphia Insurance Company effective 11/01/2012) (Domicile changed from Pennsylvania to Delaware effective 11/01/2012)	02/14/1997
Travelers Excess and Surplus Lines Company (Connecticut) (Name changed from Aetna Excess & Surplus Lines Company, effective 7/1/97)	06/06/1997
Tudor Insurance Company (New Hampshire)	07/18/1995
United National Insurance Company (Pennsylvania)	07/28/1995
United Specialty Insurance Company (Delaware)	05/07/2008
Voyager Indemnity Insurance Company (Georgia)	12/22/1995



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COMPANY PROFILE

Company Information

ZURICH AMERICAN INSURANCE COMPANY
1299 ZURICH WAY
SCHAUMBURG, IL 60196
800-936-5873

Old Company Names	Effective Date
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Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

AGCS MARINE INSURANCE COMPANY
225 W. WASHINGTON STREET, STE. 1900
CHICAGO, IL 60606
800-234-2474

Old Company Names	Effective Date
INTERSTATE INDEMNITY COMPANY	05/07/2009

Agent For Service

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

Reference Information

NAIC #:	22837
California Company ID #:	2461-2
Date Authorized in California:	10/22/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: 0761 ALLIANZ 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
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- TEAM AND VEHICLE

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COMPANY PROFILE

Company Information

EVANSTON INSURANCE COMPANY
TEN PARKWAY NORTH, STE. 100
DEERFIELD, IL 60015

Old Company Names **Effective Date**

Agent For Service

TODD CROUTCH
 100 WEST BROADWAY, SUITE 650
 FONDA AND FRASER LLP
 GLENDALE CA 91210

Reference Information

NAIC #:	35378
California Company ID #:	4861-1
Date Authorized in California:	10/01/2004
License Status:	N/A
Company Type:	ACCREDITED REINSURER
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: 0785 MARKEL CORP 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.

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COMPANY PROFILE

Company Information

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.
199 WATER STREET, 29TH FLOOR
NEW YORK, NY 10038
800-433-8880

Old Company Names	Effective Date
COMMERCIAL UNDERWRITERS INSURANCE COMPANY	10/23/2002

Agent For Service

Melissa DeKoven
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento CA 95833-3505

Reference Information

NAIC #:	19489
California Company ID #:	3577-4
Date Authorized in California:	12/31/1992
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: 0158 FAIRFAX FIN 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
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
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