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



**MEETING DATE:** 

Tuesday, August 27, 2019

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approve Addenda to the Plans and Specifications, Accept the Low Bid and Award the Contract for the Park Lane, Ridgeview Drive, North Circle Drive and Village Center Drive Resurfacing Projects, in the Community of Idyllwild. CEQA Exempt, District 3. [\$742,325 Total - Local Funds 100%]

# **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Find that the Park Lane, Ridgeview Drive (updated limits), North Circle Drive (updated limits) and Village Center Drive Resurfacing Projects are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (c) Existing Facilities;
- 2. Direct the Clerk of the Board of Supervisors to file the Notice of Exemption with the County Clerk for posting within five (5) working days;
- 3. Approve two addenda to the plans and specifications issued prior to the August 8, 2019, bid opening;

**ACTION:Policy** 

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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:

August 27, 2019

XC:

Transp.

3.53

Kecia R. Harper

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

- 4. Accept the low bid of Hardy and Harper, Inc. of Lake Forest, California in the amount of \$742,325;
- 5. Award the contract to Hardy and Harper, Inc. and authorize the Chairman of the Board to execute the contract documents; and
- 6. Approve the project proposed budget as shown on Attachment "A".

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 742,325	\$ 0	\$ 742,325	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS District (1%). There are				stment: No
		ý . 7	For Fiscal Ye	ear: 19/20

C.E.O. RECOMMENDATION: Approve

### **BACKGROUND:**

### **Summary**

By Minute Order dated July 23, 2019 (Agenda Item 3.61), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the Park Lane, Ridgeview Drive, North Circle Drive and Village Center Drive Resurfacing Projects, in the Community of Idyllwild of the County of Riverside.

Roadway resurfacing is needed due to the deteriorated pavement conditions. The proposed resurfacing of Park Lane, Ridgeview Drive, North Circle Drive and Village Center Drive consists of grinding the existing pavement surface and replacing it with new hot-mix asphalt concrete pavement.

Additional improvements include reconstruction of concrete curb, sidewalk, driveway, curb ramps and 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 (SB-1) 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). Park Lane, Ridgeview Drive, North Circle Drive Resurfacing Project and Village Center Drive Resurfacing Project are two of Riverside County's priority projects approved for use of the new Gas Tax/SB-1 funds. Without SB-1 this needed road repair project would have been shelved until funding became available.

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

The County of Riverside Transportation Department (Transportation Department) recommends award of the following schedules of work in the Contract amount of \$742,325:

Base Bid Schedule:

Park Lane, Ridgeview Drive, North Circle Drive and Village Center Drive

Resurfacing Projects

Alternate Bid Schedule 1: Idyllwild Water District (IWD), manholes adjustments to grade

The IWD has accepted the bid prices proposed by Hardy and Harper, Inc. for alternate bid schedule 1, and the cost for the work will be reimbursed by IWD through a reimbursement agreement. The Director of Transportation has the authority to sign reimbursement agreements up to \$50,000 per Minute Order dated February 28, 2006 (Agenda Item 3.52).

During the advertisement period, two addenda were 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 addenda on their contractor's Bid in order to be considered for award. The Addenda were issued to extend the resurfacing limits of Ridgeview Drive and North Circle Drive up to State Route 243; consequently, quantities for various items of work were increased. A date of completion by October 25, 2019 requirement was also issued by addendum. The addenda are attached and designated as Addendum No. 1 and Addendum No. 2.

The contractor, Hardy and Harper, Inc. is qualified to perform the work as outlined in the bid. The contractor will execute the Contract and provide bonds and insurance documents after Board of Supervisor award approval.

Project No. C1-0586, Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project C8-0057, Village Center Drive Resurfacing Project

# **Environmental findings: Revised Project Limits**

Transportation Department extended the resurfacing limits of Ridgeview Drive and North Circle Drive up to State Route 243 by addendum, approximately 560 additional feet combined. The proposed project is exempt from CEQA under Section 15301 (c) because the resurfacing of the roadways and necessary safety improvements do not create additional automobiles lanes and involve negligible or no expansion of existing or former use of the existing roadway and associated facilities.

# Impact on Residents and Businesses

The purpose of this project is to rehabilitate deteriorated segments of Park Lane and Village Center Drive, to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

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

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

### SUPPLEMENTAL:

# **Additional Fiscal Information**

The contract is recommended to be awarded to Hardy and Harper, Inc. for the total amount of \$742,325.

The project will be funded with Gas Tax/SB-1, and Idyllwild Water District funds.

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

There are no General Funds used in this project.

# **Contract History and Price Reasonableness**

Four bids were received on Thursday, August 8, 2019 ranging from \$742,325 to \$1,234,000. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Hardy and Harper, Inc. in the amount of \$742,325, which is \$110,223 (17.4%) 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

Addendum No. 2

Notice of Exemption with Journal Voucher

Contracts

Contractor's Bid Proposal

Vason Farin, Senior Management Analyst 8/22/2019 Gregory V. Priantos, Director County Counsel 8/20/2019

### COUNTY OF RIVERSIDE

# TRANSPORTATION DEPARTMENT

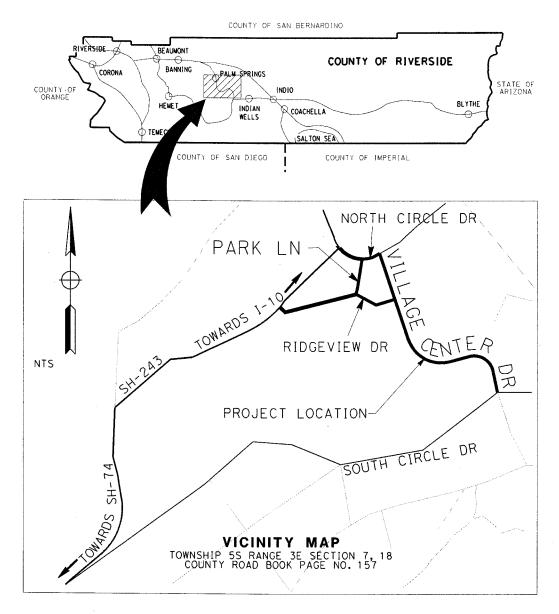
# PARK LANE, RIDGEVIEW DRIVE AND NORTH CIRCLE DRIVE RESURFACING PROJECT

VILLAGE CENTER DRIVE TO VILLAGE CENTER DRIVE; AND

# VILLAGE CENTER DRIVE RESURFACING PROJECT SOUTH CIRCLE DRIVE TO NORTH CIRCLE DRIVE

# **COMMUNITY OF IDYLLWILD**

PROJECT No. C1-0586, C8-0057



# **Attachment "A"**

Riverside County Transportation Department

Project:

N. CIRLCE DR/PARK LN/RIDGEVIEW DR & VILLAGE CENTER DR

RESURFACING

Project No.(s): C1-0586, C8-0057

Expenses as of:

8/8/2019

Page 1

**Project Costs and Budget** 

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey		<u> </u>				
Environmental		393	1,000	2,000	8,000	2,000
Design		112,551	5,000	118,000	163,000	118,000
Right-of-way						
Utilities						
Construction			742,326			
Construction Contingency	10.0%		74,233	817,000	500,000	817,000
Construction Engineering & Inspection	25.0%	1,516	184,484	186,000	150,000	186,000
Construction Survey	7.0%		52,000	52,000	30,000	52,000
	Totals:	114,460	1.059.042	1.175.000	851.000	1.175.000

**Project Funding** 

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	851,000	1,166,000
990	Idyllwild Water District		9,000

Totals 851,000 1,175,000

### Comments

Attachment A is a combination of both the C1-0586 Park Lane and C8-0057 Village Center Drive Resurfacing projects.

Printed:

August 13,19 9:16 AM

BY:

Herbert D. Lima

Summ	Summary of Bids	Niverside County Transportation Department Summary of Bids		PROJECT:	Park Lane, Ridgev	iew Drive, and No	PROJECT: Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project	urfacing Project
					Village Center Drive	Village Center Drive to Village Center Drive; and	Orive; and	•
Advertis	ed: July 2	Advertised: July 23, 2019 (Agenda Item: 3.61)			Village Center Driv	Village Center Drive Resurfacing Project	ject	
Addenda	a: 1 (7/26/2	Addenda: 1 (7/26/2019), 2 (8/2/2019)			South Circle Drive t	South Circle Drive to North Circle Drive		
Bids Op	Bids Open: 2 pm	Date: Thursday, August 8, 2019			Community of layilwild Project No. C1-0586, C8-0057	Iwild 16, C8-0057		
BASE BIC	SCH Par	BASE BID SCH Park Lane, Ridgeview Drive and North Circle Drive: and Village Control of the Base of			COUNTY'S	COUNTY'S ESTIMATE	1 Hardy & Harper, Inc.	7
ITEM NO.	ITEM CODE	CONTRACT ITEM	Kesurtac	Ing Projects	LONG HINE		Lake Forest, CA 92630	2630
-	100100	DEVELOP WATER SUPPLY			ONI PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
~	120100	TABLET	3		5,000.00	5,000.00	5,000.00	5,000.00
، ،	000	TARTIC CONTROL SYSTEM	rs	_	30,000.00	30,000.00	30,000.00	30,000.00
າ	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	S		5,000.00	5,000.00	7.500.00	7 500 00
4	170103	CLEARING AND GRUBBING	 S	-	10,000.00	10.000.00	00 000 01	7
2	066012	DUST ABATEMENT	S		000			00,000,00
9	374207	CRACK TREATMENT			00.000,0	00.000,c	25,000.00	25,000.00
	031500	TANGE COLUMNIA TELEPONOMIA	3	<del></del>	15,000.00	15,000.00	28,700.00	28,700.00
		NELOCA E BOSINESS SIGN	EA	-	300.00	300.00	2,500.00	2.500.00
——— ∞	190185	SHOULDER BACKING	<b>4</b>	1,480	3.00	4,440.00	00 8	4
6	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	Ę	2	1.500.00	3 000	2	1,040.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Щ	430			44,4	8,888.00
1	390132	HOT MIX ASPHALT (TYPE A)	j (	Pr	19.00	6,450.00	20.00	8,600.00
	394076		N O	2,970	00.06	267,300.00	88.50	262,845.00
i (		TRACE HOLIMIX ASPHALT DIKE (TYPE E)	<u> </u>	720	15.00	10,800.00	23.00	16,560.00
<u> </u>		REA)	SQYD	40	30.00	1,200.00	150.00	0000
4	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,250	4.00	45.000.00	80.00	0,000.00
5	510080	STRUCTURAL CONCRETE, APPROACH SLAB	Շ	33	2,000.00	00.000.99	00 090 6	70,312.30
91	710100	ABANDON CULVERT	EA	-	2.000.00	00 000 8	2,000.00	07,980.00
17	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	 ბ		7	7,000	0,700.00	10,700.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	į	- :	00.00	00:00/	1,632.00	11,424.00
19	017316	(200 CO) (CONTROL OF THE CONTROL OF	 5	000	40.00	20,000.00	70.00	35,000.00
		MINDS CONCERTY (ACCUSATION OF THE CASE B)	₩	7	5,000.00	10,000.00	6,000.00	12,000.00
			SQFT	825	15.00	12,375.00	12.00	00.006,6
-	1 25157	MINOR CONCRETE (SIDEWALK)	SQFT	1,400	15.00	21,000.00	8.00	11,200.00

ParkLn.VillageCtrDr.Resurf.(C1-0586, C8-0057): Summary Web Updated: 8/8/19

Riversi Summa	Riverside County Summary of Bids	Riverside County Transportation Department Summary of Bids		PROJECT:	PROJECT: Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project Village Center Drive to Village Center Drive; and	iew Drive, and Nor	th Circle Drive Res	urfacing Project
Advertise		Advertised: July 23, 2019 (Agenda Item: 3,61)			Village Center Drive Resurfacing Project	e Resurfacing Pro	ject	
Addenda	1: 1 (7/26/2	Addenda: 1 (7/26/2019), 2 (8/2/2019)			Community of Idyllwild	wild		
Bids Ope	en: 2 pm	Bids Open: 2 pm Date: Thursday, August 8, 2019			Project No. C1-0586, C8-0057	6, C8-0057		
BASE BID	SCH Park	BASE BID SCH Park Lane, Ridgeview Drive and North Circle Drive; and Village Center Drive Resurfacing Projects	Resurfaci	ng Projects	COUNTY'S ESTIMATE	ESTIMATE	1 Hardy & Harper, Inc. Lake Forest CA 92630	C. 6.
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
75	780433	PAINT CURB (2-COAT)	LF	130	5.00	650.00	3.00	390.00
23	803170	RELOCATE FENCE	4	40	00.09	2,400.00	89.00	3,560.00
24	820410	SALVAGE ROADSIDE SIGN	EA	4	200.00	800.00	74.00	296.00
25	820840	ROADSIDE SIGN - ONE POST	EA	4	300.00	1,200.00	787.00	3,148.00
56	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	2,855	5.00	14,275.00	3.15	8,993.25
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	4	6,070	1.00	6,070.00	0.74	4,491.80
78	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	71	2.00	142.00	7.00	497.00
59	010602	MISCELLANEOUS WORK (AS DIRECTED)	Ą	~	60,000.00	60,000.00	60,000.00	60,000.00
		BASE BID SCH. TOTAL ITEMS 1 - 29				626,102.00		733,325.55

EM NC	ITEM NO. ITEM CODE	CONTRACT ITEM	STINO	UNITS QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
30	710212	710212 ADJUST MANHOLE TO GRADE	EA	9	1,000.00	6,000.00	1,500.00	00.000,6
		ALT. BID SCH. 1 TOTAL ITEM 30				6,000.00		9,000.00

	742,325.55	
	632,102.00	
PROJECT TOTAL	ITEMS 1 - 30	

Rivers	ide Coun	Riverside County Transportation Department		PROJECT:	Park Lane, Ridgevi	ew Drive, and Nor	PROJECT: Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project	Infacing Project
Summ	Summary of Bids	sp			Village Center Drive to Village Center Drive: and	to Village Center D	rive: and	300fo :
			_		Village Center Drive Resurfacing Project	e Resurfacina Proj	lect	
Advertise	ed: July 23,	Advertised: July 23, 2019 (Agenda Item: 3.61)			South Circle Drive to North Circle Drive	North Circle Drive	į	_
Addenda	ו: 1 (7/26/2)	Addenda: 1 (7/26/2019), 2 (8/2/2019)			Community of Idyllwild	wild		
Bids Ope	Bids Open: 2 pm	Date: Thursday, August 8, 2019			Project No. C1-0586, C8-0057	6, C8-0057		
BASE BID	SCH Park	BASE BID SCH Park Lane. Ridneview Drive and North Circle Drive: and Village Contact Drive	,		Granite Construction Company	on Company	3 All American Asphalt	alt
ITEM NO.	ITEM CODE	CONTRACT ITEM UNITS QUANTITY	UNITS	_	BID UNIT PRICE	BID ESTIMATE	Corona, CA 92878	BID ESTIMATE
-	100100	DEVELOP WATER SUPPLY	S	-	5,000.00	5.000.00	2000 000	200000
5	120100	TRAFFIC CONTROL SYSTEM	S	-	30,000.00	30,000.00	96,500,00	96.500.00
က	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	S	-	7,500.00	7,500.00	7,500.00	7,500.00
4	170103	CLEARING AND GRUBBING	ST	<b>-</b>	10,000.00	10,000.00	20,000.00	20,000.00
ς,	066012	DUST ABATEMENT	rs	-	22,109.00	22,109.00	8,100.00	8,100.00
9	374207	CRACK TREATMENT	S	-	15,000.50	15,000.50	16,800.00	16,800.00
	031500	RELOCATE BUSINESS SIGN	EA	-	200.00	500.00	5,600.00	5,600.00
<b>∞</b>	190185	SHOULDER BACKING	<u>"</u>	1,480	00.6	13,320.00	00.6	13,320.00
<b>о</b>	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	200.00	1,000.00	3,650.00	7,300.00
0	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	<u>"</u>	430	2.00	3,010.00	8.00	3,440.00
=	390132	HOT MIX ASPHALT (TYPE A)	TON	2,970	121.00	359,370.00	150.00	445,500.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	H	720	7.00	5,040.00	8.00	5,760.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	40	110.00	4,400.00	167.00	6,680.00
4	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,250	5.00	56,250.00	13.00	146,250.00
15	510080	STRUCTURAL CONCRETE, APPROACH SLAB	Շ	33	1,300.00	42,900.00	1,440.00	47,520.00
16	710100	ABANDON CULVERT	Æ	_	10,000.00	10,000.00	7,400.00	7,400.00
11	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	ò	7	800.00	5,600.00	665.00	4,655.00
8	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	4	200	20.00	25,000.00	101.00	50,500.00
<u>0</u>	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	Ę	7	7,000.00	14,000.00	10,200.00	20,400.00
8	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	825	15.00	12,375.00	22.00	18,150.00
21	731521 N	MINOR CONCRETE (SIDEWALK)	SQFT	1,400	10.00	14,000.00	15.00	21,000.00

ParkLn.VillageCtrDr.Resurf.(C1-0586, C8-0057); Summary Web Updated: 8/8/19

Rivers	ide Cour	Riverside County Transportation Department		PROJECT:	Park Lane, Ridgevi	ew Drive, and Nort	PROJECT: Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project	rfacing Project
Summ	Summary of Bids	qs			Village Center Drive to Village Center Drive; and	to Village Center D	rive; and	
					Village Center Drive Resurfacing Project	e Resurfacing Proj	ect	
Advertis	ed: July 23	Advertised: July 23, 2019 (Agenda Item: 3.61)			South Circle Drive to North Circle Drive	North Circle Drive		
Addend	a: 1 (7/26/2	Addenda: 1 (7/26/2019), 2 (8/2/2019)			Community of Idyllwild	wild		
Bids Op	Bids Open: 2 pm	Date: Thursday, August 8, 2019			Project No. C1-0586, C8-0057	6, C8-0057		
i L			,		2 Granite Construction Company		3 All American Asphalt	ılt
ITEM NO.	TEM NO. ITEM CODE	TEM NO.   TEM CODE   OUTS OF THE BID OUT	UNITS	g Projects QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
22	780433	PAINT CURB (2-COAT)	5	130	2.50	325.00	3.20	416.00
23	803170	RELOCATE FENCE	4	40	85.00	3,400.00	00.09	2,400.00
24	820410	SALVAGE ROADSIDE SIGN	EA	4	55.00	220.00	79.00	316.00
25	820840	ROADSIDE SIGN - ONE POST	EA	4	375.00	1,500.00	845.00	3,380.00
56	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	2,855	4.50	12,847.50	3.40	9,707.00
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	<b>5</b>	6,070	0.50	3,035.00	0.80	4,856.00
28	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	72	5.00	355.00	2.00	497.00
29	010602	MISCELLANEOUS WORK (AS DIRECTED)	Ā	-	60,000.00	60,000.00	60,000.00	60,000.00

ITEM NO	ITEM NO. ITEM CODE	CONTRACTITEM	STINO	UNITS QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
30	710212	710212 ADJUST MANHOLE TO GRADE	EA	9	2,000.00	12,000.00	1,500.00	9,000.00
		ALT. BID SCH. 1 TOTAL ITEM 30				12,000.00		9,000.00

9,000.00 9,000.00

BASE BID SCH. TOTAL ITEMS 1 - 29

738,057.00

1,038,947.00

	1,047,947.00	
	00.750,067	
 PROJECT TOTAL	ITEMS 1 - 30	

Rivers	Riverside County Summary of Bids	Riverside County Transportation Department	<b>-</b>	ROJECT:	Park Lane, Ridgevie	PROJECT: Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project	surfacing Project
					VIIIage Center Drive t	VIIIage Center Drive to VIIIage Center Drive; and	
					/illage Center Drive	Village Center Drive Resurfacing Project	
Advertis	ed: July 23	Advertised: July 23, 2019 (Agenda Item: 3.61)		•,	South Circle Drive to North Circle Drive	North Circle Drive	
Addend	a: 1 (7/26/2	Addenda: 1 (7/26/2019), 2 (8/2/2019)		•	Community of Idyllwild	þi	17
Bids Op	Bids Open: 2 pm	Date: Thursday, August 8, 2019			Project No. C1-0586, C8-0057	C8-0057	
BASE BID	) SCH Park	BASE BID SCH Park Lane, Ridgeview Drive and North Circle Drive: and Village Center Drive Resurfacing Projects	Resurfacino		4 Onyx Paving Company, Inc. Addrace 4	ny, Inc.	
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	_	BID UNIT PRICE	BID ESTIMATE	
-	100100	DEVELOP WATER SUPPLY	ST	-	6,000.00	6,000.00	
2	120100	TRAFFIC CONTROL SYSTEM	S	_	196,000.00	196,000.00	
က	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		-	10,000.00	10,000.00	
4	170103	CLEARING AND GRUBBING	SI	-	76,000.00	76,000.00	
တ	066012	DUST ABATEMENT	S	<u> </u>	6,000.00	6,000.00	
9	374207	CRACK TREATMENT	ST	-	21,011.50	21,011.50	
7	031500	RELOCATE BUSINESS SIGN	EA	-	5,000.00	5,000.00	
∞	190185	SHOULDER BACKING	<b>"</b>	1,480	13.00	19,240.00	
o	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	3,000.00	6,000.00	
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	<u> </u>	430	27.00	11,610.00	
£	390132	HOT MIX ASPHALT (TYPE A)	NO NO	2,970	123.00	365,310.00	
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	片	720	27.00	19,440.00	
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	40	275.00	11,000.00	
4	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,250	11.00	123,750.00	
15	510080	STRUCTURAL CONCRETE, APPROACH SLAB	≿	33	3,000.00	99,000.00	
16	710100	ABANDON CULVERT	EA	~	22,000.00	22,000.00	
17	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	Շ	7	2,000.00	14,000.00	-
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	<u>"</u>	200	95.00	47,500.00	
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	9,500.00	19,000.00	
50	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	825	27.00	22,275.00	
21	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,400	16.00	22,400.00	

Rivers	ide Coun	Riverside County Transportation Department		PROJECT:	Park Lane, Ridgevi	ew Drive, and North Cir	PROJECT: Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project	ect
Summ	Summary of Bids	sp.			Village Center Drive	Village Center Drive to Village Center Drive; and	and	
					Village Center Driv	Village Center Drive Resurfacing Project		
Advertis	ed: July 23,	Advertised: July 23, 2019 (Agenda Item: 3.61)			South Circle Drive to North Circle Drive	North Circle Drive		
Addend	a: 1 (7/26/20	Addenda: 1 (7/26/2019), 2 (8/2/2019)			Community of Idyllwild	wild		
Bids Op	Bids Open: 2 pm	Date: Thursday, August 8, 2019			Project No. C1-0586, C8-0057	6, C8-0057		
BASE BID	) SCH Park	Onyx Pavin BASE BID SCH Park Lane, Ridgeview Drive and North Circle Drive; and Village Center Drive Resurfacing Projects Address 4	Resurfacir	ng Projects	4 Onyx Paving Company, Inc. Address 4	any, Inc.		
ITEM NO.	ITEM NO. ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
72	780433	PAINT CURB (2-COAT)	片	130	5.00	650.00		
23	803170	RELOCATE FENCE	느	40	300.00	12,000.00		
24	820410	SALVAGE ROADSIDE SIGN	E	4	42.00	168.00		
25	820840	ROADSIDE SIGN - ONE POST	E	4	1,420.00	5,680.00		
56	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	2,855	6.00	17,130.00		
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	<u>"</u>	0,070	0.55	3,338.50		
28	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	71	7.00	497.00		
29	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	_	60,000.00	60,000.00		
		BASE BID SCH. TOTAL ITEMS 1 - 29				1,222,000.00		

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CONTRACT ITEM DE		UNIT PRICE	2,000.00		
CONTRACT ITEM DE		QUANTITY	9		
TEM NO.   ITEM CODE		UNITS	Æ		
30 710212	II. I - Idyliwiid Watel District	CONTRACT ITEM	ADJUST MANHOLE TO GRADE	ALT. BID SCH. 1 TOTAL ITEM 30	
ITEM NO.	INC DID SOL	ITEM CODE	710212		
		ITEM NO.	30		

	1,234,000.00	
- Inches	PROJECT TOTAL ITEMS 1 - 30	The same of the sa



# COUNTY OF RIVERSIDE

# TRANSPORTATION AND LAND MANAGEMENT AGENCY

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

# **Transportation Department**

**ADDENDUM NUMBER 1** 

**Dated July 26, 2019** 

to the Specifications and Contract Documents for the construction of

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project Village Center Drive to Village Center Drive; and

Village Center Drive Resurfacing Project South Circle Drive to North Circle Drive

Community of Idyllwild Project No. C1-0586, C8-0057

Bids Due:

Thursday, August 8, 2019; 2:00 p.m.

14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501

(951) 955-6780

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

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

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

# **MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

**Item 1:** Revised Engineering Estimate Range. Refer to the "Notice to Bidders" on page v of the bid documents. Delete the Engineering Estimate ranges found on page v of the "Notice to Bidders" and replace them with the following:

**Engineering Estimate:** 

\$562,000 -\$655,000

(Base Bid Schedule)

\$ 5,400 -\$ 6,300

(Alternative Bid Schedule)

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

July 26, 2019

Page 2 of 5

Item 2: Revised Proposal. Refer to "Proposal" pages B2 and B3 of the bid documents. Delete and replace proposal (pages B2 and B3) with "Proposal (Revised)" attached herewith as Attachment "A".

a. The quantities for the following item are revised:

Item 8, SHOULDER BACKING

Item 10, PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")

Item 11, HOT MIX ASPHALT (TYPE A)

Item 13, PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)

Item 14, COLD PLANE ASPHALT CONCRETE PAVEMENT

Item 18, MINOR CONCRETE (CURB AND GUTTER) (CRS 200)

Item 20, MINOR CONCRETE (DRIVEWAY)

Item 21, MINOR CONCRETE (SIDEWALK)

Item 26, THERMOPLASTIC PAVEMENT MARKING

Item 27, PAINT TRAFFIC STRIPE (2-COAT)

Item 30, ADJUST MANHOLE TO GRADE

**Item 3:** Project Description. Refer to Section 00-1.01 "Project Description," of the special provisions (page 1). Delete the segment limits for Ridgeview Drive and North Circle Drive and replace them with the following limits:

Ridgeview Drive - State Route 243 to Village Center Drive North Circle Drive - State Route 243 to Village Center Drive

- **Item 4:** Encroachment Permit. Refer to Section 00-1.07 "Encroachment Permit," of the special provisions (page 3 and 4).
  - Delete City of Riverside reference found in the third paragraph:

Contractor to submit Traffic Control plans and WPCP to Caltrans and City of Riverside for review and approval prior to issuance of Encroachment Permit.

 Delete the Payment paragraph on page 4 and replace it with the following Payment paragraph:

### Payment:

If the Contractor pays any fees to Caltrans to obtain Encroachment Permit, then full compensation for the actual cost of the Encroachment Permit fees, as paid by the Contractor to Caltrans, shall be considered as included in the force account contract price for Miscellaneous Work (As directed). No markups will be allowed. All incidental costs incurred by the Contractor shall be considered as included in the various items of work and no compensation will be allowed therefor.

Addendum No. 1

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

July 26, 2019

Page 3 of 5

**Item 5:** Work Sequencing. Refer to Section 10-1.02 "Work Sequencing," of the special provisions (page 3 and 4). The following notices are added:

### Repairs on State Route 74 and 243 near I dyllwild and Mountain Center

Due to flood repairs, State Route 243 between Idyllwild and Banning is expected to be closed during construction of the project; additionally, State Route 74 between Hemet and Mountain Center is also expected to be closed during construction of the project. At State Route 74, pilot cars are available to escort vehicles through the road closure only between the hours of 4:00 AM and 8:00 AM, and between 6:00 PM and 12:00 AM. Contractors shall consider these road closure and plan their work and material deliveries in accordance with these road restrictions.

Item 6: Public Outreach / Public Meetings. Refer to Section 12-5.01, "Traffic Control System/Public Convenience/Public Safety," subsection 12-5.04, "Public Outreach," of the special provisions (page 18).

The following provisions are added to subsection 12-5.04, "Public Outreach":

The Contractor shall be required to coordinate with Connect & Company PR for public outreach. As directed by the Resident Engineer, the Contractor shall be available to attend Public Meetings in order to inform the residents of the progress of the project, to provide information on lane closures, and to answer questions. The cost of attending these meetings shall be included in the cost of performing traffic control and no additional compensation will be provided therefor.

Connect & Company PR contact information will be made available to the awarded contractor during the pre-construction meeting.

Item 7: Clarification, Placement and Reconstruction of Asphalt Concrete Dike.

The contract unit bid price paid per linear foot for Place Asphalt Concrete Dike (CRS 212) 6" and Place Hot Mix Asphalt Dike (Type E) includes full compensation for placement of new asphalt concrete dike and for reconstruction of existing asphalt concrete dike as required.

Addendum No. 1

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive, and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

July 26, 2019

Page 4 of 5

# **MODIFICATIONS / CLARIFICATIONS TO THE PLANS**

- Item 8: Plan sheets added, revised. The following plan sheets are added or revised by Attachment "B" and are made a part hereby:
  - 1. Plan sheet 5A of 7, L-3A, Layout (Added)
  - 2. Plan sheet 7 of 7, PD-2, Pavement Delineation & Sign Plan (Revised)

### **ATTACHMENTS**

- A Revised Proposal (2 pages)
- B Added / Revised Plans (2 Sheet)

Addendum No. 1  Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive  Community of Idyllwild, Project No. C1-0586, C8-0057  July 26, 2019  Page 5 of 5	
This addendum has been prepared under the direction of the following registered C Engineer(s):	ivil
Recommended by:	
Alfredø Martinez, PE Senior Civil Engineer  Alfredø Martinez  CIVIL  OF CALIFORNIA  OF CALIFORNI	
Concurrence:	
Khalid Nasim, PE Engineering Division Manager	
Acknowledged:	

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 received on the first page of the Bid form (Proposal).

(Contractor)

Date:

# ADDENDUM No. 1, Page 6 of 9

# Park Lane, Ridgeview Drive, and North Circle Drive **Resurfacing Project**

Village Center Drive to Village Center Drive; and

# Village Center Drive Resurfacing Project

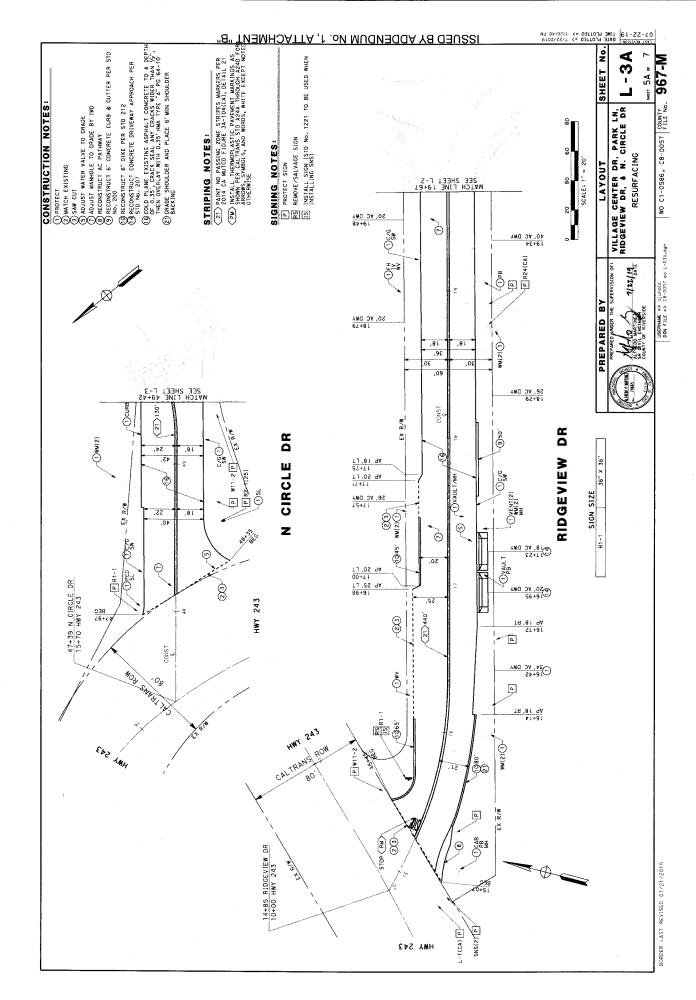
South Circle Drive to North Circle Drive Community of Idyllwild Project No. C1-0586, C8-0057

# REVISED PROPOSAL

No.	CODE	ITEM	1	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
	TID SCHE	DULE - Park Lane, Ridgeview Drive and North Circle	Drive: and V	llago	Contac D : -	(IN FIGURES)	(IN FIGURES
1	100100	DEVELOP WATER SUPPLY	, and v	LS	1	surfacing Projects	
2	120100	TRAFFIC CONTROL SYSTEM		 LS	1		
3	130200	PREPARE WATER POLLUTION CONTROL PROC	GRAM	LS	1		
4	170103	CLEARING AND GRUBBING		LS	1		
5	066012	DUST ABATEMENT		s	1		
6	374207	CRACK TREATMENT		.s	1		
7	031500	RELOCATE BUSINESS SIGN	E	A	1		
8	190185	SHOULDER BACKING	L	F	1,480		
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 30)	6) E,	4	2		
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	+	430		
11	390132	HOT MIX ASPHALT (TYPE A)	ТО	N	2,970		
2	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	+	720		
3	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA	A) SQY	+	40		
4	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQY	+	11,250		
5 <del></del> -	510080	STRUCTURAL CONCRETE, APPROACH SLAB	CY	-	33		
	710100	ABANDON CULVERT	EA	<del>  -</del>	1		
	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD	B) CY		7		
	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	-	500		

# REVISED PROPOSAL

ITE		REVISED PR				ATTACHMENT "/
No.	CODE	ITEM	UN	IT ESTIMATED	ITEM PRICE	TOTAL
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19	017316	JLE - Park Lane, Ridgeview Drive and North Circle Drive a	vinag	e Center Drive R	esurfacing Projects (c	ontinued)
	<del> </del>	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B	)   EA		1	
20	731516	MINOR CONCRETE (DRIVEWAY)	SQF	₹ 825		
21	731521	MINOR CONCRETE (SIDEWALK)	SQF	1,400	<del> </del>	
22	780433	PAINT CURB (2-COAT)	LF	130		
23	803170	RELOCATE FENCE	LF	40		· · · · · · · · · · · · · · · · · · ·
24	820410	SALVAGE ROADSIDE SIGN				
25	820840		EA	4	1	
		ROADSIDE SIGN - ONE POST	EA	4		
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	2,855		
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,070		
28	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	71		
29	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	60,000.00	60,000.00
ASE BID	TOTAL:		<del></del>			
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		"WORDS"			Ψ	
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		DJUST MANHOLE TO GRADE		<del></del>		
<del></del>			EA	6		
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		"WORDS"			Ψ	



ADDENDUM No. 1, Page 8 of 9

ADDENDUM No. 1, Page 9 of 9



# **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 2**

Dated August 2, 2019

to the Specifications and Contract Documents for the construction of

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project Village Center Drive to Village Center Drive; and

Village Center Drive Resurfacing Project South Circle Drive to North Circle Drive

Community of Idyllwild Project No. C1-0586, C8-0057

Bids Due:

Thursday, August 8, 2019; 2:00 p.m.

14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> 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: 00-1.03 Time of Completion. Refer to the section 00-1.03 Time of Completion on page 2 of Special Provisions. Following additional requirement added to this provision and made part thereof.

The Contractor must complete the project by October 25, 2019. The County anticipate to award this project on August 27, 2019.

Attention is directed to section 00-1.04 Liquidated Damages on page 2 of Special Provisions to be aware of consequences of project delay. Liquidated damages will be applicable for each and every calendar day delay after October 25, 2019.

Note: No work shall be allowed on Friday October 11, 2019 due to Annual Art Walk and Wine Tasting Festival.

Addendum No. 2

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive, and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

August 2, 2019

Page 2 of 3

**Item 2: 00-1.07 Encroachment Permit.** Refer to section "00-1.07 Encroachment Permit" on page 3 of the Special Provisions.

The copy of Caltrans' issued encroachment permit is being provided for bidder's information and compliance. The encroachment permit is attached herewith as **Attachment "A"**.

### **ATTACHMENTS**

A – Caltrans Encroachment Permit (8 pages)

Addendum No. 2  Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Ce and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle D Community of Idyllwild, Project No. C1-0586, C8-0057  August 2, 2019  Page 3 of 3	enter Drive to Village Center Drive, trive
This addendum has been prepared under the direction of the Engineer(s):	e following registered Civil
Recommended by:	AT ES C
Alfredo Martinez, PE Senior Civil Engineer	No. C- 74665  CIVIL  OF CALFORDER
Concurrence:	
Commen	
Khalid Nasim, PE Engineering Division Manager	

JRJ: jrj:rr

Acknowledged:

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).

(Contractor)

Date:

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STATE OF CALIFORNIA DEPARTME	ENT OF TRANSPORTATION	_	Attachment	A to A	ddendum 2
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In compliance with (Check on	۵).	ļi	st/Co/Rte/PM		
in compliance with (Check of	<del>6</del> ).	ļ	18-RIV-243, PI		
∑ Your application of	July 25, 2019		ermit Approval Dat	e 08/01/2	
☐ Utility Notice No.	of	\$	ee Paid EXEMPT		Deposit \$ EXEMPT
☐ Agreement No.	of	\$	0.00	Amount (1)	Payment Bond Amount (2 \$ 0.00
R/W Contract No.	of		ond Company		Bond Number (2)
3525 14th Street Riverside, CA 92501	ansportation Department		DEDMITTE		
	tinez 951-955-0086		, PERMITTE	E	
and subject to the following, PER	MISSION IS HEREBY GRANTED to:				
required at the time of A pre-job meeting with trequired at least 7 days permit revocation with n	the assigned Caltrans Representatives prior to start of any work under	e, Martin : this permi	Morris, (90 t. Failure d	09) 383- to do so	4207, is may result in
THIS PERMIT IS NOT A PROPE	RTY RIGHT AND DOES NOT TRANSFER WI	TH THE PRO	PERTY TO A	NEW OWN	IER.
	so included as part of this permit (Check application	able):			
<ul><li>✓ Yes ☐ No General Provision</li><li>☐ Yes ☒ No Utility Maintenand</li></ul>			In addition to be billed actua		
	cial Provisions			<b>.</b>	
	s		□Yes	⊠ No	Review
☐ Yes 図 No A Cal-OSHA perr	nit, if required: Permit No		□Yes	⊠ No	Inspection
	ibmittal Route Slip for Locally Advertised Project	ote .	⊠ Yes	□ No	Field Work
	ution Prevention Plan / Water Pollution Control		(if any Caltrans effort expended)		
☐ Yes ☒ No The information	in the environmental documentation has been	reviewed and	considered price	or to appro	oval of this permit.
This permit is void unless the wor	k is completed before				
This permit is to be strictly constru	ued and no other work other than specifically made and the other necessary permits and the	entioned is he	ereby authorize	d. have beer	ohtained
PERMIT ENGINEER:Reza Moslemi COPIES TO:		ROVED:			
Maintenance: Banning 710 EP Inspector: Martin Morris	į				
File: 19-0943	BY:		1/1	Michael D. I	Beauchamp, District Direct
		City	Clark	QUACH , P.E	E., District Permit Engine

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FM 91 1436 (D8 Permit App.)

# PAGE 1: ATTACHED TO AND MADE PART OF PERMIT NO. 08-19-N-TK-0934

In addition to the attached General Provisions, the following checked special provisions are applicable:

☑A PRE-JOB MEETING WITH THE ASSIGNED CALTRANS REPRESENTATIVE,  Martin Morris, (909) 383-4207  AT LEAST 7 DAYS IS REQUIRED PRIOR TO START OF ANY WORK UNDER THIS PERMIT. FAILURE TO DO SO WILL RESULT IN PERMIT CANCELLATION AND RESUBMITTAL MAY BE REQUIRED.
Notwithstanding General Provision #4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$ for inspection, and \$ for electrical equipment is required at the time of application.
⊠You are required to submit an approved Storm Water Pollution Prevention Plan (SWPPP) for projects with a cumulative disturbed soil area equal or greater than 1 acre, and an approved Water Pollution Control Program (WPCP) for projects with a disturbed soil area less than 1 acre, unless otherwise required by other agencies (RWQCBs, U.S. Army Corps of Engineers, Department of Fish and Game, etc.).
Upon the expiration of this permit, the Permittee is required to apply for the countywide annual maintenance permit for this new facilities installed under the Permit No.:
⊞The Permittee is required to apply for a separate permit to maintain and/or replace in kind of these facilities on each occurrence upon the expiration of this permit.
☐ The Permittee shall provide the stage construction traffic handling plans, work schedule and a list of all sub-contractors to the Department's Representative at the time of the pre-construction meeting or prior to start construction.
⊠All traffic control, signing and striping shall comply with California MUTCD 2014. It is available at: http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm
Permittee and his/her contractors shall comply with Department 2018. Standard Specifications, Department 2018. Standard Plans, and all the latest revisions implemented as of this permit issued date, and the project specific special provisions for Oversight Projects and Streamlined Oversight Projects. It is the responsibility of the permittee and his/her contractors to verify with the Department Standard Plans, Standard Specifications, and all the latest revisions as of this permit issued date before ordering any materials for the project within the Department Right-Of-Way. The Department Standard Plans, Standard Specifications, and the Revisions are available at: http://www.dot.ca.gov/hq/esc/oe/standards.php

- ☑Permittee and/or permittee's authorized contractor/agent are required and responsible to identify the Department's underground electrical systems before performing any excavation work within the right of way.
- ⊠All personnel shall wear hard hats and orange or lime vests, shirts or jackets as appropriate while on State property.
- ⊠The Permittee's work shall be subordinated to any operations which the Department may conduct and shall not delay, nor interfere with the Department's Forces or Department's Contractors.

# PAGE 2: ATTACHED TO AND MADE PART OF PERMIT NO. 08-19-N-TK-0934

Attention is directed to Standard Specifications Section 7-1.11, Preservation of Property, and Business and Professions Code, Section 8771. The Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments shall be referenced or reset in accordance with the Business and Professions Code.

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⊠No lane may be closed or obstructed at any time unless specifically allowed per the encroachment permit, shown in approved traffic control plans, and/or as directed by the Department's Representative.

- ☑ Traffic control is generally authorized between 9:00 AM and 3:00 PM only on Monday through Thursday and until 1:00 PM on Fridays, excluding holidays except specified in the Permit. Lane closure is not allowed on Saturdays, Sundays and designated holidays. The designated holidays are: January 1st, the third Monday in January, the second and third Mondays in February, March 31, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving Day, and December 25th. When a fixed holiday falls on Saturday, the preceding Friday shall be designated as holiday.
- ⊠ Should any deviation from these procedures or conditions be observed, all work shall be suspended until satisfactory steps have been taken to ensure compliance.
- If time extension is necessary, a request for time extension and the accompanying attachments must be made a minimum of two (2) weeks prior to completion date stated on face of permit. If work has not been started before completion date, the permit will be voided. Failure to comply with rules and regulations stated on permit will jeopardize future permit privileges.
- ☑ "AS-BUILT" PLANS ARE REQUIRED UPON COMPLETION OF ALL WORK. PLEASE REFER TO THE GENERAL PROVISION TR-0045, ITEM 22 FOR THE "AS-BUILT" REQUIREMENTS. NO FINAL INSPECTION WILL BE PERFORMED UNTIL THE DEPARTMENT IS IN RECEIPT OF "AS-BUILT" PLANS.
- ⊠No vehicle or equipment shall be stored overnight within the right of way; it shall be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the right of way is strictly prohibited.
- ☑ Required traffic control devices shall be installed around fixed objects to warn the motoring public for safety. Personal vehicles of the contractor shall not be parked within freeway right of way.
  - ☑ No materials or waste shall be stockpiled within State right of way.
- ⊠Except as specifically provided herein, all requirements of the Vehicle Code and other applicable laws must be complied with in all particulars.
- ☑ When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The permittee shall not reduce the width of the existing lane to less than 10 feet without written approval from the Department's Representative.

# PAGE 3: ATTACHED TO AND MADE PART OF PERMIT NO. 08-19-N-TK-0934

Excavations made within the limits of the right of way shall be backfilled and resurfaced to original condition before leaving the work area unless otherwise authorized by the Department's Representative.

⊠All trenches repair shall comply with ENCROACHMENT PERMIT TRENCH DETAIL, TR-0153 or to the satisfaction of the Department's Representative.
.   Permittee shall be responsible for arranging the services of a qualified traffic control contractor to provide any needed traffic control.
The permittee shall arrange a meeting between his field representative, traffic control contractor, Department's Representative and/or CHP at least two (2) weeks prior to start of any work covered under this permit to arrange date and time of starting work and determine appropriate methods of handling traffic. At least working days notice shall be given to the Caltrans representative and/or the CHP, prior to the meeting to allow time to arrange for attendance.
☑ A copy of this permit, complete with all attachments, shall be kept by permittee/contractor working under this permit and must be shown to the Department Permit Inspector, Department's Representatives, or Law Enforcement Officer, on demand.
☐ The permittee shall be responsible for notifying the appropriate utility companies or underground service alert prior to any excavation work.
The permittee shall notify the California Highway Patrol Area Commander at least 72 hours prior to implementing traffic control.
⊠When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.
⊠Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.
[For City or County projects with utility relocations:]  If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-buil plans.
[For other projects with utility relocations:]  If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make

necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE

# PAGE 4: ATTACHED TO AND MADE PART OF PERMIT NO. 08-19-N-TK-0934

shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal shall be borne by PERMITTEE in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

# PAGE 5: ATTACHED TO AND MADE PART OF PERMIT NO. 08-19-N-TK-0934

PERMIT NO.: 08-19-N-TK-0934

CO/RTE/PM: 08-RIV-243-4.3-4.5

# PRECONSTRUCTION MEETING AGREEMENT

l,, acting as an authorized agent for the permittee,, do hereby agree to personally accomplish or have another designated person arrange for all involved company representatives to attend a pre-construction meeting with the authorized Department's Representative
at, as specified on this permit. Such meeting must be held two (2) days or more prior to the planned start of the work on this project. The Authorized Department's Representative shall have complete authority to determine whether the permit conditions, either implied or written, have been complied with. The Department's Representative may then allow the permit work proceed as appropriate. The Pre-construction Meeting Record below must be signed by both the Department's Representative and the permittee before the permit work may start.
I have read and understand the attached General Provisions TR-0045 and other attached prosivions of this permit.
This agreement or a copy thereof, must be mailed back to the <b>Department's District 8 Encroachment Permit Office at 464 W. 4th. Street, MS 619, San Bernardino, CA 92401-1400</b> , within three (3) working days prior to the pre-construction meeting. Failure to return this form could delay the release of your bonds. A copy of this document shall be at the job site at all times when work is in progress and failure to do so may result in the suspension of work, as directed by the Department's Representative.
It is the permittee's responsibility to insure that the Department's Representative is notified of work completion and that the attached Completion Notice is mailed to the Department's Permit office.
Signature Date
Print or Type Name
Position or Title

# PAGE 6: ATTACHED TO AND MADE PART OF PERMIT NO. 08-19-N-TK-0934

# PRECONSTRUCTION MEETING RECORD

Department's Representative	Date
Permittee's Representative	Date
Date Work May Begin:	

# ADDENDUM No. 2, Page 11 of 11

# PAGE 7: ATTACHED TO AND MADE PART OF PERMIT NO. 08-19-N-TK-0934

PERMIT NO.: 08-19-N-TK-0934 CO/RTE/PM: 08-RIV-243-4.3-4.5

**DEPARTMENT OF TRANSPORTATION-DISTRICT 8 ENCROACHMENT PERMITS OFFICE** 464 W. 4th. Street, MS 619 San Bernardino, CA 92401-1400

100%	COMPLETION NOTICE
Work on Permit No.: <u>08-19-N-TK-0934</u> has been	n completed. A final inspection meeting was held on
Permittee's Representative	Date
Department's Representative	Date

FAILURE TO COMPLETE AND RETURN THIS TO THE DISTRICT PERMITS OFFICE MAY CAUSE A DELAY IN THE RELEASE OF YOUR BONDS.

### Bid

00/06/2010

		Date: _	00/00/2019	
Го:	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 <a href="Park Lane">Park Lane</a>, Ridgeview Drive and North Circle Drive</a>, Resurfacing Project, Village Center Drive to Village Center Drive; and Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive, Community of Idyllwild, Project No. C1-0586, C8-0057 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.

# Park Lane, Ridgeview Drive, and North Circle Drive Resurfacing Project

Village Center Drive to Village Center Drive; and Village Center Drive Resurfacing Project

South Circle Drive to North Circle Drive Community of Idyllwild Project No. C1-0586, C8-0057

### REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)	
BASE	BID SCHEDULI	E - Park Lane, Ridgeview Drive and North Circle Drive; and	Village	Center Drive Ro	esurfacing Projects		
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000	5,000	
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000	30,000	
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,500	7,500	
4	170163	CLEARING AND GRUBBING	LS	. 1	10,000	10,000	
5	066012	DUST ABATEMENT	LS	1	25,000	25,000	
6	374207	CRACK TREATMENT	LS	1	28,700	28, 700	
7	031500	RELOCATE BUSINESS SIGN	EA	1	2,500	2,500	
8	190185	SHOULDER BACKING	LF	1,480	. 8	11,840	
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	4,444	8,888	
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	430	20	9,600	
11	390132	HOT MIX ASPHALT (TYPE A)	TON	2,970	091-3659	29 262	. 845
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	720	23	16,560	
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	40	150	6,000	
14	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,250	6.25	70,312.50	<b>)</b>
15	510080	STRUCTURAL CONCRETE, APPROACH SLAB	СҮ	33	2,060	67,980	
16	710100	ABANDON CULVERT	EA	1	10,700	10,700	
17	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	CY	7	1,632	11,424	
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	500	70	35,000	

### REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Park Lane, Ridgeview Drive and North Circle Drive and Village Center Drive Resurfacing Projects (continued)						
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	2	6,000	12,000
20	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	825	12	9,900
21	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,400	8	11,200
22	780433	PAINT CURB (2-COAT)	LF	130	3	390
23	803170	RELOCATE FENCE	LF	40	89	3,560
24	820410	SALVAGE ROADSIDE SIGN	EA	4	74	296
25	820840	ROADSIDE SIGN - ONE POST	EA	4	787	3,148
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	2,855	3.15	8,993.25
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,070	-74	4,491.80
28	846025	REMOVE PAINTED PAVEMENT MARKING	SQFT	71	7	497
29	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	60,000.00	60,000.00

BASE BID TOTAL:	seven hundred	en hundred thirty three thousand three			<u>\$ 733, 325. :</u>		
ITEMS 1 - 29	hundred twent	1 - five "words"	and fitte	fre	Cents		
ALTERNATIVE BID S	SCHEDULE 1 - IDYLLWILD WAT	ER DISTRICT			·		

30	710212	ADJUST MANHOL	E TO GRADE		EA	6	1,500	9,000
ALT. B	ID 1 TOTAL:	nine	mousand	dollars				\$ 9,000

"WORDS"

ITEM 30

PROJECT TOTAL: Scren hundred forty two thousand three \$742,325.55 ITEMS 1-30 hundred twenty - five thousand dollars and fifty - five (ent)

# **Bidder Data and Signature**

Name of Bidder:	me of Bidder: Hardy & Harper, Inc.					
Type of organization:	S. Corporation					
Person(s) authorized to sign for Bidder: Steve Kirschner - Vice President						
president, secretary, treating if Bidder is a Co-Particomposing firm.  If Bidder is a sole propertion of the properties	easurer and manership, state or enterorship or a nagent other	anager thereof.  true name of firm and al  an <b>Individual</b> , state first than an owner, partne	and also names of the president, vice- so names of all individual co-partners t and last name(s) in full. er or corporate officer, Bid shall be			
Business Street Address:  32 Rancho Circle.  (Please include business address even if P.O. Box is used)						
Business City, State, Z	ip Code:	Lake Forest, CA 92630				
P.O. Box- Number:		N/A				
P.O. Box- City, State,	Zip Code:	N/A				
Phone: (			·			
Facsimile: ( 714	)		-			
E-mail:ablanchard	d@hardyandharpe	er.com				
	Contra	ctor's license number:	215952			
	Licens	e Classification(s):	A, C-8 & C12			
	Expira	tion date:	12/31/19			
Department of Industri	ial Relations R	100000076				

### **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:

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project Village Center Drive to Village Center Drive; and

> Village Center Drive Resurfacing Project South Circle Drive to North Circle Drive

> > Community of Idyllwild Project No. C1-0586, C8-0057

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:	Mur	
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):

Additional Subcontractor List(s) may be attached to the Bid.

Percent of work to be performed by Subcontractors: \_\_\_

(A copy of this form may be attached with additional Subcontractor information.)

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.	Cal-Stripe	685387	1100	Colton, CA	Striping, signs, markings 22,24,25,24,12,20	
2.	PRSC/Pavement Co.	303609	100000	Jumpa Valley, CA	rental cold mill machine	
3,	EB1 Unilities Adjusting Enc.	932798	100 <i>000</i> 4286	Corona, CH	Unity Adjusting	/ <sub> </sub>
4.						
5.						
6.		!				

Note:	ninimum of 50% of the work is required to be performed by the prime/general Con	tractor.

### **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.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						
2.						
3.	,					
4.						
5.						
6.						
(A Pe	ditional Subcontractor I copy of this form may be reent of work to be p	performed by	additional Subcont	%	) ime/general Contracto	4

### **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 the party making the foregoing	(Title) or	f Hardy & Harper, In	c. (Company),
The bid is not made in the interassociation, organization, or cohas not directly or indirectly in bidder has not directly or ind anyone else to put in a sham bi manner, directly or indirectly, fix the bid price of the bidder obid price, or of that of any other	orporation. The bid is duced or solicited an irectly colluded, cond, or that anyone shal sought by agreement any other bidder, or	s genuine and not on y other bidder to puspired, connived, of l refrain from biddit, communication,	ollusive or sham. The bidder ut in a false or sham bid. The or agreed with any bidder or ing. The bidder has not in any or conference with anyone to
All statements contained in the or her bid price of any breakd relative thereto, to any corpora or to any member or agent there pay, any person or entity for su	own thereof, or the cution, partnership, contoo effectuate a col	ontents thereof, or npany, association,	divulged information or data organization, bid depository,
Any person executing this dec venture, limited liability compa that he or she has full power to	any, limited liability p	artnership, or any	other entity, hereby represents
I declare under penalty of perjuthat this declaration is executed		ole laws that the for	regoing is true and correct and
August(I	Month) _6th (I	Day) of2019	(Year),
atLake Forest	(City),	California	(State).
Signature of Declarant:			
Printed name of Declarant:	Steve Kirschner		
Name of Bidder (Company):	Hardy & Harper, Inc		
Title or Office:	Vice President		
Note: Notarization of signature Check box if attachment			

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California )	
County of Orange	
OnAugust 6, 2019 before me,	Ashlie Blanchard, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Steve Kirschner	
	Name(x) of Signer(x)
subscribed to the within instrument and acknowledge	evidence to be the person(x) whose name(x) is/axe ledged to me that he/sxe/they executed the same in is/hxer/their signature(x) on the instrument the person(x), cted, executed the instrument.
ASHI IF RI ANCHARD	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
COMM. #2279550 g	WITNESS my hand and official seal.
ORANGE COUNTY	Signature Ashu Blanchard.  Signature of Notary Public
My Comm. Expires March 3, 2023	Signature of Notary Public
	Signature of Notary Fubility
Place Notary Seal Above	<b>-</b>
Though this section is optional, completing this	TIONAL information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Number of Pages: Signer(s) Other Tha	n Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
Signer's Name: Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner - □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	Other:Signer Is Representing:
oignor is rispresenting.	Signer is nepresenting:

### **Iran Contracting Act**

(Public Contract Code sections 2200-2208)

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

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

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

### Option #1 - Certification

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

Contractor Name/Financial Institution (F Hardy & Harper, Inc.	Printed)	Federal ID Number (or n/a) 95-2251022
By (Authorized Signature)		
Printed Name and Title of Person Signing Steve Kirschner - Vice President	3	
Date Executed 08/06/2019	Executed in Lake Forest, 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.

Contractor Name/Financial Institution (	Printed)	Federal ID Number (or n/a)
By (Authorized Signature)		Ocardo mente de la composição de la comp
Printed Name and Title of Person Signin	<i>g</i> g	The state of the s
Date Executed	Executed in	

V.060719

## **Bid Bond**

ī.	Hardy & Harper, Inc.  "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Park Lane, Ridgeview Drive and North Circle Drive, Resurfacing Project, Village Center Drive to Village Center Drive; and Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive, Community of Idyllwild, Project No. C1-0586, C8-0057 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.
We 1. 2. 3.	e, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:  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.  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.  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.  This Bond is binding on our heirs, executors, administrators, successors and assigns.
Sig	ded: _August 6th, 2019 gnatures:  delity and Deposit Company of Maryland Hardy & Harper, Inc.
_	
By Ti	Dwight Reilly tle: Attorney in Fact Title: Steve KITSChner- Vice president "Surety"  By:  Surety"  "Contractor"
C	TATE OF
Oi	before me, known to me, or proved to me on the basis
of ac sig	satisfactory evidence, to be the person whose name is subscribed to the within instrument and knowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her gnature on the instrument the person, or the entity upon behalf of which the person acted, executed the strument.
W	TTNESS my hand and official seal.
No	gnature of Notary Public (Seal)  ote: This Bond must be executed by both Contractor and Surety with corporate seal affixed. All signatures must be starized. (Attach acknowledgements).

V.060719

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to whi attached, and not the truthfulnes validity of that document.		is
State of California County of Orange	)	
On <u>8/6/2019</u>	_ before me,	Melissa Ann Vaccaro, Notary Public
		(insert name and title of the officer)
subscribed to the within instrumen his/her/their authorized capacity(ie	satisfactory evide t and acknowledges), and that by his	nce to be the person(s) whose name(s) is/are ged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the rson(s) acted, executed the instrument.
l certify under PENALTY OF PER paragraph is true and correct.	JURY under the la	aws of the State of California that the foregoing
WITNESS my hand and official se	al.	MELISSA ANN VACCARO COMM. #2241394 Notary Public-California CORANGE COUNTY
Signature Melissa Ann Vaccaro	Maccor	(Seal)

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of 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 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 24th day of June, 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

Dawn & Brown

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 24th day of June, 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.

Solice Control of the Control of the

Constance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. 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 of 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 6th day of August 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

## 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,

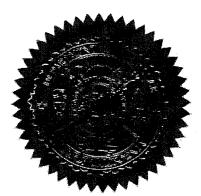
### Fidelity and Deposit Company of Maryland

of Illinois, organized under the laws of Illinois, 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, 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 12<sup>th</sup> day of March, 2019, I have set my hand and caused my official seal to be affixed this 12<sup>th</sup> day of March, 2019.

Ricardo Lara

By

Valerie Sarfaty for Catalina Hayes-Bautista Insurance Chief Deputy

### NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNO	WLEDGMENT CIVIL CODE § 1189
A notary public or other officer completing th document to which this certificate is attached,	is certificate verifies only the identity of the individual who signed the and not the truthfulness, accuracy, or validity of that document.
State of California	)
County of Orange	)
On August 6, 2019 before me	e, Ashlie Blanchard, Notary Public  Here Insert Name and Title of the Officer
personally appeared Steve Kirschner	
	Name of Signer)
subscribed to the within instrument and	
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California ORANGE COUNTY My Comm. Expires March 3, 2023	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 Addition Description
	Signature of Notary Public
Place Notary Seal Above	OPTIONAL -
Though this section is optional, comple fraudulent reattachme	ting this information can deter alteration of the document or not this form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
	ther Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Consen ☐ Other:	
☐ Other:Signer Is Representing:	
TANAN AND AND AND AND AND AND AND AND AND	

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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

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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** 

Melissa DeKoven

2710 Gateway Oaks Drive, Suite 150N

Sacramento CA 95833-3505

**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

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Patricia Romo, P.E. Director of Transportation

## **COUNTY OF RIVERSIDE**

### TRANSPORTATION AND LAND MANAGEMENT AGENCY

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

## Transportation Department

### **ADDENDUM NUMBER 1**

**Dated July 26, 2019** 

to the Specifications and Contract Documents for the construction of

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project Village Center Drive to Village Center Drive; and

Village Center Drive Resurfacing Project South Circle Drive to North Circle Drive

Community of Idyllwild Project No. C1-0586, C8-0057

**Bids Due:** 

Thursday, August 8, 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: Revised Engineering Estimate Range. Refer to the "Notice to Bidders" on page v of the bid documents. Delete the Engineering Estimate ranges found on page v of the "Notice to Bidders" and replace them with the following:

**Engineering Estimate:** 

\$562,000 -\$655,000

(Base Bid Schedule)

\$ 5,400 -\$ 6,300

(Alternative Bid Schedule)

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive, and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

July 26, 2019 Page 2 of 5

Item 2: Revised Proposal. Refer to "Proposal" pages B2 and B3 of the bid documents. Delete and replace proposal (pages B2 and B3) with "Proposal (Revised)" attached herewith as Attachment "A".

a. The quantities for the following item are revised:

Item 8, SHOULDER BACKING

Item 10, PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")

Item 11, HOT MIX ASPHALT (TYPE A)

Item 13, PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)

Item 14, COLD PLANE ASPHALT CONCRETE PAVEMENT

Item 18, MINOR CONCRETE (CURB AND GUTTER) (CRS 200)

Item 20, MINOR CONCRETE (DRIVEWAY)

Item 21, MINOR CONCRETE (SIDEWALK)

Item 26, THERMOPLASTIC PAVEMENT MARKING

Item 27, PAINT TRAFFIC STRIPE (2-COAT)

Item 30, ADJUST MANHOLE TO GRADE

Item 3: Project Description. Refer to Section 00-1.01 "Project Description," of the special provisions (page 1). Delete the segment limits for Ridgeview Drive and North Circle Drive and replace them with the following limits:

Ridgeview Drive - State Route 243 to Village Center Drive North Circle Drive - State Route 243 to Village Center Drive

- Item 4: Encroachment Permit. Refer to Section 00-1.07 "Encroachment Permit," of the special provisions (page 3 and 4).
  - Delete City of Riverside reference found in the third paragraph: Contractor to submit Traffic Control plans and WPCP to Caltrans and City of Riverside for review and approval prior to issuance of Encroachment Permit.
  - · Delete the Payment paragraph on page 4 and replace it with the following Payment paragraph:

Payment:

If the Contractor pays any fees to Caltrans to obtain Encroachment Permit, then full compensation for the actual cost of the Encroachment Permit fees, as paid by the Contractor to Caltrans, shall be considered as included in the force account contract price for Miscellaneous Work (As directed). No markups will be allowed. All incidental costs incurred by the Contractor shall be considered as included in the various items of work and no compensation will be allowed therefor.

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive, and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

July 26, 2019 Page 3 of 5

Item 5: Work Sequencing. Refer to Section 10-1.02 "Work Sequencing," of the special provisions (page 3 and 4). The following notices are added:

Repairs on State Route 74 and 243 near Idyllwild and Mountain Center

Due to flood repairs, State Route 243 between Idyllwild and Banning is expected to be closed during construction of the project; additionally, State Route 74 between Hemet and Mountain Center is also expected to be closed during construction of the project. At State Route 74, pilot cars are available to escort vehicles through the road closure only between the hours of 4:00 AM and 8:00 AM, and between 6:00 PM and 12:00 AM. Contractors shall consider these road closure and plan their work and material deliveries in accordance with these road restrictions.

Item 6: Public Outreach / Public Meetings. Refer to Section 12-5.01, "Traffic Control System/Public Convenience/Public Safety," subsection 12-5.04, "Public Outreach," of the special provisions (page 18).

The following provisions are added to subsection 12-5.04, "Public Outreach":

The Contractor shall be required to coordinate with Connect & Company PR for public outreach. As directed by the Resident Engineer, the Contractor shall be available to attend Public Meetings in order to inform the residents of the progress of the project, to provide information on lane closures, and to answer questions. The cost of attending these meetings shall be included in the cost of performing traffic control and no additional compensation will be provided therefor.

Connect & Company PR contact information will be made available to the awarded contractor during the pre-construction meeting.

Item 7: Clarification, Placement and Reconstruction of Asphalt Concrete Dike.

The contract unit bid price paid per linear foot for Place Asphalt Concrete Dike (CRS 212) 6" and Place Hot Mix Asphalt Dike (Type E) includes full compensation for placement of new asphalt concrete dike and for reconstruction of existing asphalt concrete dike as required.

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive, and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

July 26, 2019 Page 4 of 5

### **MODIFICATIONS / CLARIFICATIONS TO THE PLANS**

- Item 8: Plan sheets added, revised. The following plan sheets are added or revised by Attachment "B" and are made a part hereby:
  - 1. Plan sheet 5A of 7, L-3A, Layout (Added)
  - 2. Plan sheet 7 of 7, PD-2, Pavement Delineation & Sign Plan (Revised)

### **ATTACHMENTS**

- A Revised Proposal (2 pages)
- B Added / Revised Plans (2 Sheet)

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive, and; Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive

Community of Idyllwild, Project No. C1-0586, C8-0057

July 26, 2019 Page 5 of 5

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

Recommended by:

Alfredø Martinez, PE Senior Civil Engineer No. C- 74665

CIVIL

OF CALIFORNIA

Concurrence:

Khalid Nasim, PE

**Engineering Division Manager** 

Acknowledged:

Contractor)

Steve Kirschner - Vice President

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).



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 2**

Dated August 2, 2019

to the Specifications and Contract Documents for the construction of

Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project Village Center Drive; and

Village Center Drive Resurfacing Project South Circle Drive to North Circle Drive

Community of Idyllwild Project No. C1-0586, C8-0057

**Blds Due:** 

Thursday, August 8, 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: 00-1.03 Time of Completion. Refer to the section 00-1.03 Time of Completion on page 2 of Special Provisions. Following additional requirement added to this provision and made part thereof.

The Contractor must complete the project by October 25, 2019. The County anticipate to award this project on August 27, 2019.

Attention is directed to section 00-1.04 Liquidated Damages on page 2 of Special Provisions to be aware of consequences of project delay. Liquidated damages will be applicable for each and every calendar day delay after October 25, 2019.

Note: No work shall be allowed on Friday October 11, 2019 due to Annual Art Walk and Wine Tasting Festival.

3525 14th Street · Riverside, CA 92501 · (951) 955-6800 FAX (951) 955-3164

어릴까지 말통해서 이번에 하는 사람들이 아니다.	
Addendum No. 2	
Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project and; Village Center Drive Resurfacing Project, South Circle Drive to No Community of Idyllwild, Project No. C1-0586, C8-0057 August 2, 2019 Page 3 of 3	ct, Village Center Drive to Village Center Drive, orth Circle Drive
This addendum has been prepared under the direct Engineer(s):	ion of the following registered Civi
Recommended by:	ACES CO.
Alfredo Martinez, PE	Alfredo Martinez
Senior Civil Engineer	CIVIL MY
	OF CALIFORNIE
	•
Concurrence:	
Comm	
Khalid Nasim, PE Engineering Division Manager	

JRJ: jrj:rr

Acknowledged:

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).

(Contractor) Steve Kirschner-VP Date:

## **COUNTY OF RIVERSIDE**



Patricia Romo, P.E. Director of Transportation

# 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

DATE:

July 23, 2019

Original Negative Declaration/Notice of Determination was routed to County

Clerks for posting on.

TO:

Kiyomi Moore, ACR Technician III

Initial

FROM:

Mary Zambon, Environmental Division Manager

RE:

North Circle Drive/Park Lane/Ridgeview Drive & Village Center Drive

Resurfacing Project

W.O.#ZC10586 & ZC80057, Task Code #Z1530

The Riverside County Transportation Department is requesting that you post the attached Notice of Exemption per County Implementing Resolution No. 82-213, Division 11, Section 205C. Attached you will find an authorization to bill by journal voucher in the amount of \$50.00 for your posting fee.

After posting, please return the document to Mail Stop #2136, Attention: Mohamed Eissa. If you have any questions, please contact me at (951) 955-1506.

Attachment

cc: file

AUG 27 2019 3.53

## **COUNTY OF RIVERSIDE**



Patricia Romo, P.E.
Director of Transportation

# TRANSPORTATION AND LAND MANAGEMENT AGENCY

# **Transportation Department NOTICE OF EXEMPTION**

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

July 23, 2019

<u>PROJECT TITLE:</u> North Circle Drive/Park Lane/Ridgeview Drive & Village Center Drive Resurfacing Project

Work Order #ZC10586 & ZC80057, Task Code #Z1530

**PROJECT SPONSOR:** Riverside County Transportation Department

**PROJECT LOCATION:** Community of Idyllwild

**SUPERVISORIAL DISTRICT: 3rd** 

PROJECT DESCRIPTION: The Riverside County Transportation Department (RCTD) proposes to resurface 300 feet of Park Lane from Ridgeview Drive to North Circle Drive and approximately 0.3 miles of Village Center Drive from South Circle Drive to North Circle Drive. Park Lane is 41 feet wide with curb and gutter along the roadway, and is classified as a local road in the County of Riverside General Plan. Village Center Drive ranges from 24-32 feet wide with dike at various segments of the roadway, and is classified as a local road in the County of Riverside General Plan. Additionally, 700 feet of Ridgeview Drive from State Highway 243 to Village Center Drive and 300 feet of North Circle Drive from State Highway 243 to Village Center Drive will be resurfaced with the same treatment. The proposed project will include the following:

- Removal of roadway width and placing Hot Mixed Asphalt (HMA)
- Construction of curb ramp and asphalt concrete dike
- Reconstruction of asphalt concrete walkway, dike, sidewalk, driveway, overside drain, and curb/gutter
- Placement of safety edge and shoulder backing
- Utility adjustments
- Removal/installation of traffic striping, pavement markers and reflectors, and signs

### **ENVIRONMENTAL ANALYSIS:**

The proposed project will be constructed within existing County right-of-way. Temporary construction easements will not be required for the proposed improvements.

This project is subject to compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). In accordance with Section 7.1 of the Western Riverside County MSHCP, necessary operation and maintenance along existing roadways are considered a covered activity outside cell criteria areas. This project is not within cell criteria areas and is considered to be a safety improvement project under operation and maintenance, therefore it is a covered activity under the Western Riverside County MSHCP.

If tree and/or vegetation removal takes place during the migratory bird breeding season (March 1 – September 1), a preconstruction nesting survey will be conducted pursuant to the Migratory Bird Treaty Act (MBTA).

The Riverside County Transportation Department has found that the above-described project is exempt from the provisions of the California Environmental Quality Act (CEQA), based on the following:

Section 15301 (c) – Existing Facilities – The project proposes to resurface Park Lane, Village Center Drive and Ridgeview Drive, as well as a small segment of North Circle Drive. Additionally, the project proposes necessary safety improvements such as reconstruction of walkway, sidewalk, driveway, curb and gutter, and placement of safety edge on shoulder backing. The proposed project is exempt from CEQA under Section 15301 (c) because the resurfacing of the roadways and necessary safety improvements do not create additional automobiles lanes and involve negligible or no expansion of existing or former use of the existing roadway and associated facilities.

By: Mohamed Eissa, Assistant Transportation Planner

Signed: Mary Zambon

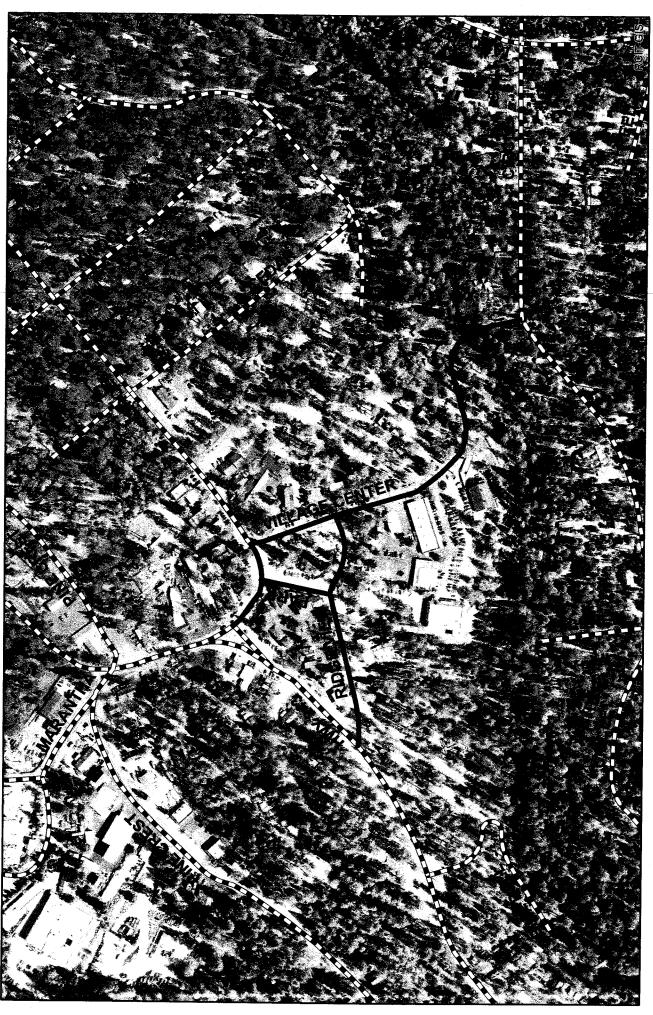
Mary Zambon, Environmental Division Manager

### RIVERSIDE COUNTY CLERK & RECORDER

### AUTHORIZATION TO BILL BY JOURNAL VOUCHER

## <u>-TO BE FILLED IN BY SUBMITTING AGENCY-</u>537280-20000-3130500000 ZC10586C Z1530

AUTHORIZATION	NUMBER: W.O.#ZC10586C, Task Code Z1530	
AMOUNT:	\$50.00	
DATE:	July 23, 2019	
AGENCY:	Riverside County Transportation Department	
	S THE COUNTY CLERK & RECORDER TO ISSUE A LL FILING AND HANDLING FEES FOR THE A	
NUMBER OF DOCU	JMENTS INCLUDED: One (1)	
AUTH	IORIZED BY: Mary Zambon, Environmental Division M	<u>lanager</u> .
Signature:	Mary Zambon	· · · · · · · · · · · · · · · · · · ·
PRESENTED BY:	Mohamed Eissa	
	-TO BE FILLED IN BY COUNTY CLERK-	. •
ACCEPTED DV		
ACCEPTED BY:	, <del>-</del>	
DATE:		
RECEIPT # (S)		



Park Lane & Village Resurfacing Exhibit



Riverside County Transportation Department

Project Limits

1,200 ,

### WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clark of the Board, Stop 1010 Post Office 80x 1147, Blyeride, Ca 93502-1147

Riverside County Contract No. 19 -08 -005

### 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, Park Lane, Ridgeview Drive and North Circle Drive, Resurfacing Project, Village Center Drive to Village Center Drive; and Village Center Drive Resurfacing Project, South Circle Drive to North Circle Drive, Community of Idyllwild, Project No. C1-0586, C8-0057, 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, (1) The Plans, (m) Addenda (2), (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 <u>fifteen (15)</u> 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".

### 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.

### Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project

Village Center Drive to Village Center Drive; and

### Village Center Drive Resurfacing Project South Circle Drive to North Circle Drive

Community of Idyllwild Project No. C1-0586, C8-0057

### **Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHE	DULE: Park Lane, Ridgeview Drive and North Cir	cle Drive;	and Village C	enter Drive Resu	rfacing Projects
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	7,500.00	7,500.00
4	170103	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00
5	066012	DUST ABATEMENT	LS	1	25,000.00	25,000.00
6	374207	CRACK TREATMENT	LS	1	28,700.00	28,700.00
7	031500	RELOCATE BUSINESS SIGN	EA	1	2,500.00	2,500.00
8	190185	SHOULDER BACKING	LF	1,480	8.00	11,840.00
9	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	EA	2	4,444.00	8,888.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	ĹF	430	20.00	8,600.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	2,970	88.50	262,845.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	720	23.00	16,560.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	40	150.00	6,000.00
14	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	11,250	6.25	70,312.50
15	510080	STRUCTURAL CONCRETE, APPROACH SLAB	CY	33	2,060.00	67,980.00
16	710100	ABANDON CULVERT	EA	1	10,700.00	10,700.00
17	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	CY	7	1,632.00	11,424.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	500	70.00	35,000.00
19 017316 MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	2	6,000.00	12,000.00	

### Contract (Continued)

ITEM No.	o. CODE		UNIT	ESTIMATED QUANTITY	(IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHE	DULE: Park Lane, Ridgeview Drive and North Circ	cle Drive;	and Village C	enter Drive Resu	rfacing Projects
20	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	825	12.00	9,900.00
21	731521	MINOR CONCRETE (SIDEWALK)	SQFT	1,400	8.00	11,200.00
22	780433	PAINT CURB (2-COAT)	LF	130	3.00	390.00
23	803170	RELOCATE FENCE	LF	40	89.00	3,560.00
24	820410	SALVAGE ROADSIDE SIGN	EA	4	74.00	296.00
25	820840	ROADSIDE SIGN - ONE POST	EA	4	787.00	3,148.00
26	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	2,855	3.15	8,993.25
27	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,070	0.74	4,491.80
28	28 846025 REMOVE PAINTED PAVEMENT MARKING		SQFT	71	7.00	497.00
29	29 010602 MISCELLANEOUS WORK (AS DIRECTED)		FA	1	60,000.00	60,000.00

BASE BID SCHEDULE:

Seven hundred thirty three thousand, three hundred twenty five dollars and fifty five cents \$733,325.55 "WORDS"

ITEMS 1 - 29

ALTERNATIVE BID SCH. 1 - Idyllwild Water District

30 710212 ADJUST MANHOLE TO GRADE EA 6 1,500.00 9,0
---

ALT. BID

SCHEDULE 1: Nine thousand dollars and zero cents

\$ 9,000.00

ITEM 30

"WORDS"

<b>PROJECT</b>	Seven hundred forty two thousand, three hundred twenty five dollars and	
TOTAL:	fifty five cents	\$742,325.55
	(5110 D D O II	

**ITEMS 1-30** 

"WORDS"

### Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project

Village Center Drive to Village Center Drive; and

### Village Center Drive Resurfacing Project South Circle Drive to North Circle Drive

Community of Idyllwild Project No. C1-0586, C8-0057

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

COUNTY OF RIVERSIDE	HARDY & HARPER, INC.
Chairman, Board of Supervisors	BY: Steve Kirschner
DATED:AUG <b>2 7</b> 2019	TITLE: Vice President  (If Corporation, affix Seal)
ATTEST: Kecia Harper-Henr, Clerk of the Board  BY: Deputy	ATTEST:  Kristen Paulino  TITLE: Secretary  Licensed in accordance with an act providing for the registration of Contractors,
FORM APPROVED COUNTY COUNSEL  BY KRISTINE BELL-VALDEZ DATE  Depa	License No.: 215952  Federal Employer Identification Number:  95-2251022  rtment of Industrial Relations Registration Number:
BY	100000076
"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

RISTENS. PAULINO, Secretary

This bond was issued in two (2) original counterparts

### **Performance Bond**

Bond No. 7661427 Premium: \$4,035.00

### Recitals:

1.	Hardy & Harper, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE
	(County) for construction of public work known as Park Lane, Ridgeview Drive and North Circle
	Drive, Resurfacing Project, Village Center Drive to Village Center Drive; and Village Center Drive
	Resurfacing Project, South Circle Drive to North Circle Drive, Community of Idyllwild, Project No.
	C1-0586, C8-0057.

2.	Fidelity and Deposit Company of Maryland,	a	Illinois	corporation	(Surety)
4	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 \$742,325.55 (Seven hundred forty two thousand, three hundred twenty five dollars and fifty five cents) and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of August 20t	h, 2019
Hardy & Harron, Inc.	Fidelity and Deposit Company of Maryland
Steve Kirschnen - V.P.	Ву
By me lour	Type Name _ Dwight Reilly, Attorney-in-Fact
Kristen Paulino - Secretary	Its Attorney in Fact "Surety"
Title	
"Contractor"	372 2104
(Corporate Seal)	(Corporate Seal)
NOTE: This Bond must be executed by both parti	les with corporate seal affixed. All signatures must be

acknowledged. (Attach acknowledgements).

V.060719

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate is attached, and not	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County ofOrange	) )
	Time Dham Make Dublis
OnAugust 20, 2019 before me,	Here Insert Name and Title of the Officer
personally appeared <u>Steve Kirschner &amp; Kristen</u>	
processing approximation of the second	Name(s) of Signer(s)
subscribed to the within instrument and ackno	ry evidence to be the person(s) whose name(s) ks/are wledged to me that he/ske/they executed the same in his/hær/their signature(s) on the instrument the person(s), acted, executed the instrument.
TINA PHAM COMM. #2149384 Notary Public-Callfornia ORANGE COUNTY My Comm. Expires Apr 17, 2020	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
Place Notary Seal Above	Signature of Notary Public
_	PTIONAL
	is information can deter alteration of the document or nis form to an unintended document.
Description of Attached Document  Title or Type of Document: Performance Bond  Number of Pages: Signer(s) Other Tr	Document Date: <u>August 20, 2019</u> nan Named Above: <u>Dwight Reilly</u>
Capacity(ies) Claimed by Signer(s)  Signer's Name: Steve Kirschner  ☑ Corporate Officer — Title(s): Vice President ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Signer Is Representing: ☐ Hardy & Harper, Inc.	Signer's Name: Kristen Paulino  Corporate Officer — Title(s): Secretary  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other: Signer Is Representing: Hardy & Harper, Inc

### **ACKNOWLEDGMENT**

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

State of California County of	Orange	)		
On <u>8/20/2019</u>	b	efore me,		nn Vaccaro, Notary Public ne and title of the officer)
personally appeared		Dwight Reilly	/	
who proved to me on subscribed to the with his/her/their authorize	the basis of sat nin instrument an ed capacity(ies),	isfactory evidend acknowled and that by h	ence to be th Iged to me th nis/her/their s	he person(s) whose name(s) is/are nat he/she/they executed the same isignature(s) on the instrument the ed, executed the instrument.
I certify under PENAL paragraph is true and		RY under the	laws of the S	State of California that the foregoing
WITNESS my hand a	nd official seal.			MELISSA ANN VACCARO COMM. #2241394 Notary Public-California
Signature Meliser	and Vaccaro	Jaccaro	(Seal)	ORANGE COUNTY My Comm. Expires May 12, 2022

# 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 FIDELITY AND DEPOSIT COMPANY OF MARYLAND 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 24th day of June, 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

Dawn & Brown

By: Dawn E. Brown

Secretary

State of Maryland County of Baltimore

On this 24th day of June, 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, 2023

Constance a. Dun



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

Company Profile

1299 ZURICH WAY SCHAUMBURG, IL 60196 800-382-2150

**Old Company Names** 

**Effective Date** 

1/1

**Agent For Service** 

Melissa DeKoven

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

**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 <code>glossary</code>.

**AIRCRAFT** 

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

BURGLARY

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

Bond No. 7661427

#### **Payment Bond**

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

The makers of this Bond are <u>Hardy & Harper</u>, Inc., as Principal and Original Contractor and <u>Fidelity and Deposit Company of Maryland</u>, 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 \$742,325.55 (Seven hundred forty two thousand, three hundred twenty five dollars and fifty five 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 <u>Park Lane</u>, <u>Ridgeview Drive and North Circle Drive</u>, <u>Resurfacing Project</u>, <u>Village Center Drive</u> to <u>Village Center Drive</u>; and <u>Village Center Drive</u>; <u>Resurfacing Project</u>, <u>South Circle Drive to North Circle Drive</u>, <u>Community of Idyllwild</u>, <u>Project No. C1-0586</u>, <u>C8-0057</u>.

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: A	August 20th, 2019		Hardy & Harper, Inc.
3			Original Contractor - Principal
Fidelity ar	nd Deposit Company of Maryland Surety	_	By Steve Kirschner
Ву	~~~		Title Vice President
Dwigh	nt Reilly, Attorney-in-Fact Its Attorney In Fact		(If corporation, affix seal)
	(Corporate Seal)		(Corporate Seal)
STATE OF COUNT OF	Y	}	ss. SURETY'S ACKNOWLEDGEMENT
On			personally
acknowle	ry evidence, to be the person	whose same in	, known to me, or proved to me on the basis of name is subscribed to the within instrument and his authorized capacities, and that by his signature on If of which the person acted, executed the instrument.
WITNES	S my hand and official seal.		5
	Signature of Notary Public	<del></del> 8	Notary Public (Seal)
NOTE:	This Bond must be executed must be acknowledged. (Atta		parties with corporate seal affixed. <u>All</u> signatures owledgements).

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California )	
County of Orange )	
· · · · · · · · · · · · · · · · · · ·	
On August 20, 2019 before me,	Here Insert Name and Title of the Officer
	Here insert Name and Title of the Officer
personally appeared <u>Steve Kirschner</u>	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/axe eledged to me that he/s xe/they executed the same in is/bser/their signature(s) on the instrument the person(s), cted, executed the instrument.
TINA PHAM COMM. #2149384 Notary Public-California ORANGE COUNTY My Comm. Expires Apr 17, 2020	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
Place Notary Seal Above	Signature of Notary Public
	TIONAL ————
	information can deter alteration of the document or soften to an unintended document.
<b>Description of Attached Document</b>	
	Document Date: August 20, 2019
Number of Pages:1 Signer(s) Other Tha	n Named Above: Dwight Reilly
Capacity(ies) Claimed by Signer(s)	Ciana and a Name of
Signer's Name: <u>Steve Kirschner</u> Corporate Officer — Title(s): <u>Vice President</u>	Signer's Name:
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
Hardy & Harper, Inc.	
X20202020202020202020202020202020202020	

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#### **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	)	7/%	
On <u>8/20/2019</u>	before me,	Melissa Ann Vaccáro (insert name and title	
personally appeared	Dwight Reil	у	
who proved to me on the basis subscribed to the within instrum his/her/their authorized capacity person(s), or the entity upon be	of satisfactory eviduent and acknowle rent and acknowle r(ies), and that by	lence to be the person dged to me that he/she his/her/their signature(	/they executed the same in s) on the instrument the
I certify under PENALTY OF PE paragraph is true and correct.	ERJURY under the	laws of the State of Ca	alifornia that the foregoing
WITNESS my hand and official	seal.		MELISSA ANN VACCARO COMM. #2241394 Notary Public-California
Signature Melissa Ann Vacc	mbaccaro	(Seal)	ORANGE COUNTY My Comm. Expires May 12, 2022

#### 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 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 24th day of June, A.D. 2019.







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

By: Robert D. Murray
Vice President

Dawn & Brown

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 24th day of June, 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

August Au

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

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Company Search

→ Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

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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** 

Melissa DeKoven

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

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

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#### CERTIFICATE OF LIABILITY INSURANCE

8/26/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Soham Naik			
Newport Beach-Alliant Insurance Services, Inc.	PHONE (A/C, No, Ext): 949-527-9818	FAX (A/C, No): 949-756-2713		
Newport Beach CA 92660	E-MAIL ADDRESS: Soham.Naik@alliant.com	4		
	INSURER(S) AFFORDING COVERAGE			
	INSURER A: Executive Risk Indemnity Inc			
INSURED	INSURER B: Allied World Assurance Co			
Hardy & Harper, Inc. Maas Equipment, LLC	INSURER c : Zurich American Insurance Co.			
32 Rancho Circle	INSURER D : Evanston Insurance Company			
Lake Forest CA 92630	INSURER E : AGCS Marine Insurance Company INSURER F :			

COVERAGES

**CERTIFICATE NUMBER: 899679612** 

**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	SR TYPE OF INSURANCE			SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERA	AL LIABILITY  X OCCUR	Y	Y	54309997	7/15/2019	7/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100.000
	92							MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT A	PPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- JECT	LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:								\$
С	AUTOMOBILE LIABILITY		Υ	Υ	BAP373645414	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						1	BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В	X UMBRELLA LIAB	X OCCUR	Υ	Υ	0311-6679	12/31/2018	12/31/2019	EACH OCCURRENCE	\$ 10,000,000
	X EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED RETENTIO	N \$							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Υ	WC373645314	10/1/2018	10/1/2019	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/I	EXECUTIVE TIN	N/A					E.L, EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)		" ' ' '					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATION	ONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DE	Pollution/Professional Liability Rented/Leased Equip				MKLV5ENV100621 SML93020423	12/31/2017 12/31/2018	12/31/2019 12/31/2019	\$2,000,000 agg. \$300,000	\$1,000,000 occ.

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

UMBRELLA LIABILITY:

Umbrella policy follows form with respects to underlying policies subject to the Excess policy terms, conditions, restrictions and exclusions

RE: Park Lane, Ridgeview Drive and North Circle Drive Resurfacing Project, Village Center Drive to Village Center Drive; and Village Center Drive Resurfacing Project

ADDITIONAL INSURED:

The County of Riverside, it's Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and See Attached...

CERTIFICATE HOLDER

CANCELLATION

County of Riverside Trasportation Department Attn: Contracts/ Bidding Unit 3525 14th St, 2nd Floor Riverside CA 92501 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Philip Say

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AGENCY CUSTOMER ID:	
LOC#	



#### **ADDITIONAL REMARKS SCHEDULE**

Page \_ 1 \_ of \_ 1

		1 2						
AGENCY Newport Beach-Alliant Insurance Services, Inc. Newport Beach-Alliant Insurance Services, Inc. Named Insured Hardy & Harper, Inc. Maas Equipment, LLC 32 Rancho Circle								
POLICY NUMBER		32 Rancho Circle Lake Forest CA 92630						
CARRIER	NAIC CODE							
ADDITIONAL REMARKS		EFFECTIVE DATE:						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	DD EODM							
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	F LIABILITY IN	NSURANCE						
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE  appointed officials, employees, agents and representatives; State of California, Department of Transportation, its elected officials, its officers, directors, employees and agents; Idyllwild Water District, its elected officials, its officers, directors, employees and agents per the attached endorsements.								
<u>u</u> .								

#### 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		
formation required to complete this Schedule, if not sho	um 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:

- 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:

- 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.

## 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 s	hown 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:

- 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.

#### POLICY NUMBER: 54309997

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

**Additional Insured:** 

**Location Of Covered Operations:** 

WHERE REQUIRED BY WRITTEN CONTRACT.

ALL LOCATIONS

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

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4.Other Insurance**and supersedes any provision to thecontrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seekcontribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under thispolicyprovided that:

- (1) The Additional Insured is a named insuredunder such other insurance; and
- (2) You have agreed in writing in a contract oragreement that this insurance would beprimary and would not seek contributionfrom any other insurance available to the Additional Insured.

Philip Say

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Policy Number: 54309997

- b. Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION V - DEFINITIONS**

 "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
- "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### 4. "Auto" means:

- A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

- 6. "Coverage territory" means:
  - The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

POLICY NUMBER: 54309997

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Designated Construction Project(s): where required by written contract					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations					

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Philip S. My



### Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Elf, Date of End.	Producer No.	Add'l. Prem	Return Prem
BAP ILITIII	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 turnishes 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 Wriften 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) Lip 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 tease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lesson;
  - (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; fors 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

- 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
- 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
- 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 ewned 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;
- 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 lowner 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 at of the Butles 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 pelicy.

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 "ioss" 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, fire, rent or borrow; and
- (2) Any covered "auto" hired or rerited 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" amployment 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) Fall 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.

#### Hired Auto – World Wide Coverage

Paragraph 7al(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 Coverege 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 apprades, 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 afternative 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.

Philip Say

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#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

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

Policy No. WC 3736453-14

Endorsement No. 001

of the

issued to HARDY & HARPER, INC.

Premium (if any) \$

(NAME OF INSURANCE COMPANY)

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.

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>Insurer</u> Policy Number Type of Coverage Policy Period Limits of Insurance General Liability United Specialty Insurance US\$1,000,000 Each Occurrence Company US\$2,000,000 General Aggregate ATN-SF1813471 US\$2,000,000 Products-Completed December 31, 2018 -Operations Aggregate December 31, 2019 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 United Specialty Insurance US\$1,000,000 Employee Benefit Each Liability Company Wrongful Act or Series of ATN-SF1813471 Related Wrongful Acts December 31, 2018 -US\$1,000,000 **Employee Benefits** December 31, 2019 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 US\$2,000,000 Combined Single Limit Company BAP 3736454-14 October 1, 2018 -October 1, 2019 Defense costs: ☐ Erode ☐ Do Not Erode The Limits of Insurance listed in the policy above. Employer Liability Zurich American Insurance US\$1,000,000 **Bodily Injury Each** Company Accident WC 3736453-14 US\$1,000,000 Bodily Injury By Disease -October 1, 2018 -Policy Aggregate October 1, 2019 US\$1,000,000 Bodily Injury By Disease -Each Employee

Philip hay

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	ed.	
Allied World National Assurance Company		
By:  Joseph Cellura		
Title: President, North American Casualty Division	<u> </u>	
Date of Issuance: February 27, 2019	Pl. 11. 842	



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**Company Information** 

**ZURICH AMERICAN INSURANCE COMPANY** 

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

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

Melissa DeKoven

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

**Reference Information** 

NAIC #:	16535
California Company ID #:	4581-5
Date Authorized in California:	01/01/1999
License Status:	UNLIMITED-NORMAL
Сотрапу Туре:	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 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.

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

DISABILITY

FIRE

LIABILITY

MARINE

**MISCELLANEOUS** 

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#### **Company Information**

#### EXECUTIVE RISK INDEMNITY INC.

202B HALL'S MILL ROAD WHITEHOUSE STATION, NJ 08889 908990392207

**Old Company Names** 

**Effective Date** 

AMERICAN EXCESS INSURANCE COMPANY

ERIC REINSURANCE COMPANY EXECUTIVE RE INDEMNITY INC. EXECUTIVE RISK INDEMNITY, INC. 05/12/1987 11/18/1992 06/21/1995 08/02/2000

Agent For Service

Vivian Imperial 818 WEST SEVENTH STREET

SUITE 930 LOS ANGELES CA 90017

#### Reference Information

NAIC #:	35181
California Company ID #:	2342-4
Date Authorized in California:	12/07/1979
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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#### **NAIC Group List**

NAIC Group #:

0626

Chubb Ltd 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

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