

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



ITEM
3.21
(ID # 10874)

MEETING DATE:

Tuesday, October 1, 2019

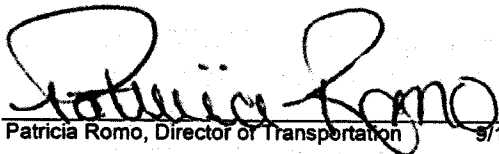
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approve Addendum to the Plans and Specifications, Accept the
Low Bid and Award the Contract for the Construction of Whittier Avenue
Resurfacing Project in the Community of East Hemet, CEQA Exempt, District 3.
[\$2,571,000 Total - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve two addenda to the plans and specifications issued prior to the July 24, 2019, bid opening;
2. Accept the low bid of Hardy & Harper, Inc. of Lake Forest, California in the amount of \$2,571,000;
3. Award the contract to Hardy & Harper, Inc and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the projects proposed budget as shown on Attachment "A".

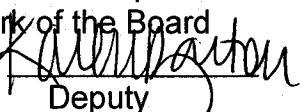
ACTION:Policy


Patricia Romo, Director of Transportation 9/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: October 1, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,571,000	\$ 0	\$ 2,571,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax / SB-1 (98%), City of Hemet (2%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated June 25, 2019 (Agenda Item 3.48), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Whittier Avenue Resurfacing Project in the Community of East Hemet.

The project includes resurfacing the roadway from 200 feet easterly of San Jacinto Street to Old Agency Road with Hot Mix Asphalt. Additional work includes removal and replacement of asphalt concrete berms, installation of asphalt concrete dike, shoulder grading, manhole adjustments, installation of traffic signs, new striping, pavement markings and raised pavement markers and associated work.

Additionally, existing concrete curb and gutter, cross gutters and spandrels, sidewalk, and driveways that are in poor condition will be reconstructed. Eight existing curb ramps will be reconstructed to comply with the American with Disabilities Act (ADA) standards.

A portion of Whittier Avenue is in the City of Hemet, it includes the southerly half of the street from 200 feet east of San Jacinto Street to 580 feet easterly. The City of Hemet has concurred with the bid prices provided by Hardy & Harper, Inc. The Service Agreement between the City of Hemet and the County of Riverside was approved by the Board of Supervisors on September 24, 2019, Agenda Item 3.38 (MT Item 10710).

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 Addendum 1 was issued to extend the bid receipt date and to clarify pavement structural section and the Addendum 2 was issued update bid proposal. The addenda are attached and designated as Addendum No. 1 and Addendum No. 2.

The Contract includes the following bid schedule of work:

Base Bid Schedule: Whittier Avenue Resurfacing and associated road improvements

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

Alternate Bid Schedule 1: Whittier Avenue Resurfacing portion in the City of Hemet

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

Project No.: C5-0027

Impact on Residents and Businesses

The purpose of this project is to rehabilitate deteriorated segment of Whittier Avenue, totaling approximately 2.3 miles, to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

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

SUPPLEMENTAL:

Additional Fiscal Information

The project will be funded with Gas Tax/SB-1 funds and City of Hemet funds. There are no General Funds used in this project. The proposed budget as shown on Attachment "A" includes the contract award amount and other associated costs.

Contract History and Price Reasonableness

Eight (8) bids were received ranging from \$2,571,000 to \$3,540,700. The basis for the selection of a bid is the lowest responsive and responsible bid.

All received bids were responsive to the bidding requirements set forth for the project. The lowest responsible bid was submitted by Hardy & Harper, Inc. in the amount of \$2,571,000 which is \$44,690 (1.7%) below the Engineer's Estimate.

The Transportation Department recommends the award of the contract to the lowest responsive and responsible contractor, Hardy & Harper, Inc. for a total amount of \$2,571,000.

ATTACHMENTS:

Vicinity Map
Attachment A
Summary of Bids
Addendum No. 1 and 2
Contract/Bonds/Insurance
Contractor's Bid Proposal

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



Jason Farin, Senior Management Analyst

9/24/2019



Gregory V. Priaplos, Director County Counsel

9/19/2019

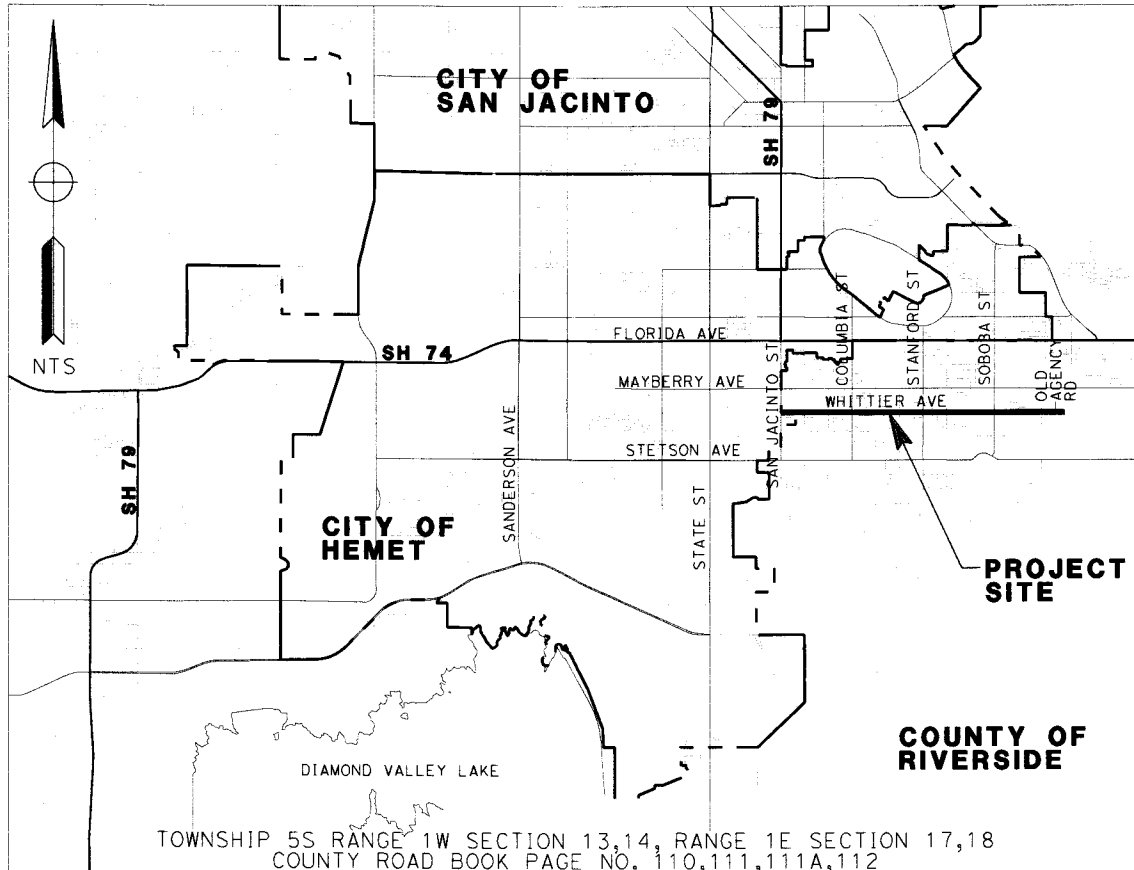
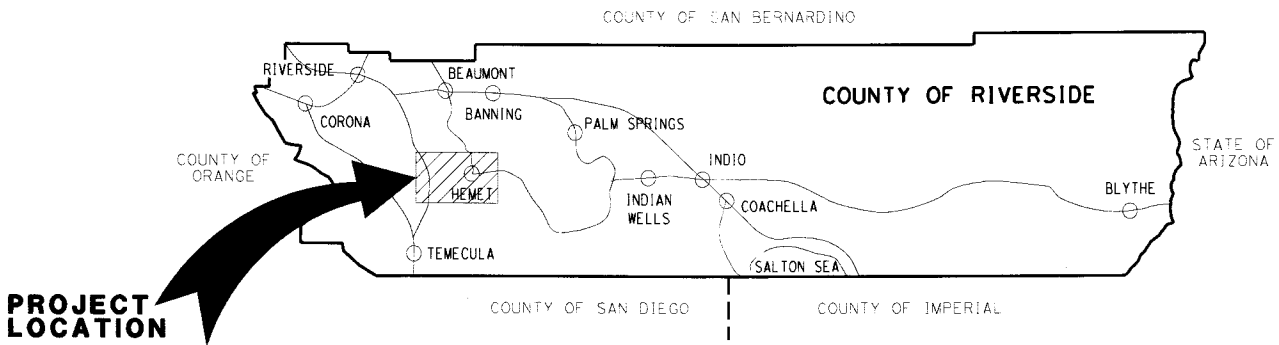
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

**Whittier Avenue
Resurfacing Project**

**200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road**

In the Community of East Hemet

Project No. C5-0027



Attachment "A"

Riverside County Transportation Department

Project: **WHITTIER AVE
RESURFACING**

Project No.(s): **C5-0027**

Expenses as of: **8/26/2019**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	48,908		49,000	30,000	49,000
Environmental	1,119		2,000	15,000	2,000
Design	184,979	5,000	190,000	240,000	190,000
Right-of-way					
Utilities					
Construction		2,571,000			
Construction Contingency 10.0%		257,100	2,829,000	2,020,000	2,829,000
Construction Engineering & Inspection 15.0%	7,145	357,000	365,000	365,000	365,000
Construction Survey 5.0%		53,000	53,000	53,000	53,000
Totals:	242,152	3,243,100	3,488,000	2,723,000	3,488,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	2,723,000	3,422,000
710	City of Hemet	0	66,000
Totals		2,723,000	3,488,000

Comments

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027**

Advertised: June 25, 2019 (Agenda Item: 3.48)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		COUNTY'S ESTIMATE					1		
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	-	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	200,000.00	200,000.00	75,000.00	75,000.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	-	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	-	LS	1	15,000.00	15,000.00	15,000.00	15,000.00
5	066102	DUST ABATEMENT	-	LS	1	5,000.00	5,000.00	70,897.95	70,897.95
6	033900	ASPHALT CONCRETE ROLLED BERM	-	LF	2,240	5.00	11,200.00	5.54	12,409.60
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	-	SQYD	16,900	2.00	33,800.00	1.10	18,590.00
8	190101	ROADWAY EXCAVATION	Like 1	CY	5,190	25.00	129,750.00	32.00	166,080.00
9	190185	SHOULDER BACKING	-	LF	9,580	5.00	47,900.00	2.50	23,950.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-	LF	2,590	5.00	12,950.00	5.54	14,348.60
11	013908	ASPHALT CONCRETE DRIVEWAY	-	SQFT	17,030	3.00	51,090.00	3.25	55,347.50
12	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	10,150	85.00	862,750.00	74.00	751,100.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	6,040	85.00	513,400.00	95.00	573,800.00
14	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF	1,340	10.00	13,400.00	5.54	7,423.60
15	710200	ADJUST MANHOLE	Like 4	EA	29	1,000.00	29,000.00	919.00	26,651.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-	LF	1,500	40.00	60,000.00	65.00	97,500.00
17	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-	SQFT	250	20.00	5,000.00	12.00	3,000.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	-	EA	6	4,000.00	24,000.00	4,500.00	27,000.00
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	-	EA	3	4,000.00	12,000.00	4,000.00	12,000.00
20	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-	SQFT	21,430	10.00	214,300.00	14.00	300,020.00
21	731516	MINOR CONCRETE (DRIVEWAY)	-	SQFT	1,667	15.00	25,005.00	12.00	20,004.00
22	731521	MINOR CONCRETE (SIDEWALK)	-	SQFT	800	50.00	40,000.00	12.00	9,600.00
23	782120	RELOCATE MAILBOX	-	EA	3	2,000.00	6,000.00	500.00	1,500.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	1,070	5.00	5,350.00	5.25	5,617.50
25	820410	SALVAGE ROADSIDE SIGN	-	EA	35	200.00	7,000.00	36.75	1,286.25
26	820840	ROADSIDE SIGN - ONE POST	-	EA	44	500.00	22,000.00	341.00	15,004.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027

Advertised: June 25, 2019 (Agenda Item: 3.48)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing						COUNTY'S ESTIMATE			Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	1
27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	2,820	5.00	14,100.00	4.50	12,690.00	
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190	0.50	9,095.00	0.53	9,640.70	
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SQFT	760	5.00	3,800.00	3.70	2,812.00	
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00	180,000.00	180,000.00	
BASE BID SCHEDULE 1 TOTAL ITEMS 1 - 30							2,562,890.00		2,518,272.70	

ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
32	190101	ROADWAY EXCAVATION	Like 1	CY	190	25.00	4,750.00	32.00	6,080.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260	85.00	22,100.00	74.00	19,240.00
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160	85.00	13,600.00	95.00	15,200.00
35	710200	ADJUST MANHOLE	Like 4	EA	2	1,000.00	2,000.00	919.00	1,838.00
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34	5.00	170.00	5.25	178.50
37	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	360	0.50	180.00	0.53	190.80
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
BASE BID SCHEDULE 2 TOTAL ITEMS 31 - 38							52,800.00		52,727.30

PROJECT TOTAL ITEMS 1 - 38		2,615,690.00	2,571,000.00
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**Riverside County Transportation Department
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Project No. C5-0027

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Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	-	LS	1	25,000.00	25,000.00	11,000.00	11,000.00
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	142,715.50	142,715.50	162,000.00	162,000.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	-	LS	1	25,000.00	25,000.00	10,000.00	10,000.00
4	170103	CLEARING AND GRUBBING	-	LS	1	142,000.00	142,000.00	45,000.00	45,000.00
5	066102	DUST ABATEMENT	-	LS	1	27,000.00	27,000.00	20,000.00	20,000.00
6	033900	ASPHALT CONCRETE ROLLED BERM	-	LF	2,240	6.00	13,440.00	3.30	7,392.00
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	-	SQYD	16,900	2.50	42,250.00	2.55	43,095.00
8	190101	ROADWAY EXCAVATION	Like 1	CY	5,190	27.00	140,130.00	51.20	265,728.00
9	190185	SHOULDER BACKING	-	LF	9,580	2.50	23,950.00	1.80	17,244.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6')	-	LF	2,590	6.00	15,540.00	3.30	8,547.00
11	013908	ASPHALT CONCRETE DRIVEWAY	-	SQFT	17,030	3.50	59,605.00	2.05	34,911.50
12	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	10,150	70.70	717,605.00	73.80	749,070.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	6,040	88.88	536,835.20	91.90	555,076.00
14	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF	1,340	6.00	8,040.00	3.30	4,422.00
15	710200	ADJUST MANHOLE	Like 4	EA	29	1,000.00	29,000.00	770.00	22,330.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-	LF	1,500	42.00	63,000.00	42.00	63,000.00
17	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-	SQFT	250	12.00	3,000.00	14.30	3,575.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	-	EA	6	3,700.00	22,200.00	5,000.00	30,000.00
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	-	EA	3	3,700.00	11,100.00	4,280.00	12,840.00
20	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-	SQFT	21,430	14.00	300,020.00	20.10	430,743.00
21	731516	MINOR CONCRETE (DRIVEWAY)	-	SQFT	1,667	12.00	20,004.00	11.40	19,003.80
22	731521	MINOR CONCRETE (SIDEWALK)	-	SQFT	800	10.00	8,000.00	8.65	6,920.00
23	782120	RELOCATE MAILBOX	-	EA	3	1,000.00	3,000.00	1,500.00	4,500.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	1,070	5.00	5,350.00	3.60	3,852.00
25	820410	SALVAGE ROADSIDE SIGN	-	EA	35	42.00	1,470.00	26.00	910.00
26	820840	ROADSIDE SIGN - ONE POST	-	EA	44	345.00	15,180.00	414.00	18,216.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027**

Advertised: June 25, 2019 (Agenda Item: 3.48)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		2		3					
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27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	2,820	4.44	12,520.80	4.15	11,703.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190	0.55	10,004.50	0.52	9,458.80
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SQFT	760	4.00	3,040.00	3.20	2,432.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00	180,000.00	180,000.00
BASE BID SCHEDULE 1 TOTAL ITEMS 1 - 30							2,606,000.00		2,752,969.10

2
Onyx Paving company, Inc.
anaheim, CA 92806

3
All American Asphalt
Corona CA 92878

ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	10,899.20	10,899.20	7,000.00	7,000.00
32	190101	ROADWAY EXCAVATION	Like 1	CY	190	27.00	5,130.00	51.20	9,728.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260	70.70	18,382.00	73.80	19,188.00
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160	88.88	14,220.80	91.90	14,704.00
35	710200	ADJUST MANHOLE	Like 4	EA	2	1,000.00	2,000.00	770.00	1,540.00
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34	5.00	170.00	3.60	122.40
37	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	360	0.55	198.00	0.52	187.20
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
BASE BID SCHEDULE 2 TOTAL ITEMS 31 - 38							56,000.00		57,469.60

PROJECT TOTAL ITEMS 1 - 38	2,662,000.00	2,810,438.70
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027

Advised: June 25, 2019 (Agenda Item: 3.48)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		4		5							
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	R.J. Noble Company Orange, CA 92856	BID UNIT PRICE	BID ESTIMATE	Vance Corporation Bloomington, CA 92316	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	-	LS	1	3,000.00	3,000.00	3,000.00	25,000.00	25,000.00	25,000.00
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	150,000.00	150,000.00	150,000.00	178,100.00	178,100.00	178,100.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	-	LS	1	7,000.00	7,000.00	7,000.00	5,000.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	-	LS	1	30,000.00	30,000.00	30,000.00	40,000.00	40,000.00	40,000.00
5	066102	DUST ABATEMENT	-	LS	1	8,000.00	8,000.00	8,000.00	95,000.00	95,000.00	95,000.00
6	033900	ASPHALT CONCRETE ROLLED BERM	-	LF	2,240	7.00	15,680.00	15,680.00	3.00	3.00	6,720.00
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	-	SQYD	16,900	2.50	42,250.00	42,250.00	5.00	5.00	84,500.00
8	190101	ROADWAY EXCAVATION	Like 1	CY	5,190	35.00	181,650.00	181,650.00	50.00	50.00	259,500.00
9	190185	SHOULDER BACKING	-	LF	9,580	5.50	52,690.00	52,690.00	2.50	2.50	23,950.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-	LF	2,590	7.00	18,130.00	18,130.00	3.00	3.00	7,770.00
11	013908	ASPHALT CONCRETE DRIVEWAY	-	SQFT	17,030	5.20	88,556.00	88,556.00	6.00	6.00	102,180.00
12	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	10,150	78.00	791,700.00	791,700.00	80.00	80.00	812,000.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	6,040	95.00	573,800.00	573,800.00	100.00	100.00	604,000.00
14	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF	1,340	7.00	9,380.00	9,380.00	3.00	3.00	4,020.00
15	710200	ADJUST MANHOLE	Like 4	EA	29	775.00	22,475.00	22,475.00	1,000.00	1,000.00	29,000.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-	LF	1,500	40.00	60,000.00	60,000.00	40.00	40.00	60,000.00
17	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-	SQFT	250	32.00	8,000.00	8,000.00	10.00	10.00	2,500.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	-	EA	6	7,000.00	42,000.00	42,000.00	5,100.00	5,100.00	30,600.00
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	-	EA	3	7,500.00	22,500.00	22,500.00	4,615.00	4,615.00	13,845.00
20	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-	SQFT	21,430	19.00	407,170.00	407,170.00	20.00	20.00	428,600.00
21	731516	MINOR CONCRETE (DRIVEWAY)	-	SQFT	1,667	15.00	25,005.00	25,005.00	15.00	15.00	25,005.00
22	731521	MINOR CONCRETE (SIDEWALK)	-	SQFT	800	12.00	9,600.00	9,600.00	7.00	7.00	5,600.00
23	782120	RELOCATE MAILBOX	-	EA	3	600.00	1,800.00	1,800.00	300.00	300.00	900.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	1,070	5.25	5,617.50	5,617.50	6.00	6.00	6,420.00
25	820410	SALVAGE ROADSIDE SIGN	-	EA	35	38.00	1,330.00	1,330.00	50.00	50.00	1,750.00
26	820840	ROADSIDE SIGN - ONE POST	-	EA	44	350.00	15,400.00	15,400.00	350.00	350.00	15,400.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027

Advertised: June 25, 2019 (Agenda Item: 3.4B)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		4			5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SOFT	2,820	4.50	12,690.00	5.00	14,100.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190	0.52	9,458.80	0.60	10,914.00
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SOFT	760	4.00	3,040.00	4.00	3,040.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00	180,000.00	180,000.00
BASE BID SCHEDULE 1 TOTAL							2,797,922.30		3,075,414.00
ITEMS 1 - 30									

R.J. Noble Company
Orange, CA 92856

Vance Corporation
Bloomington, CA 92316

ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	1,500.00	1,500.00	5,000.00	5,000.00
32	190101	ROADWAY EXCAVATION	Like 1	CY	190	35.00	6,650.00	50.00	9,500.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260	78.00	20,280.00	80.00	20,800.00
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160	95.00	15,200.00	100.00	16,000.00
35	710200	ADJUST MANHOLE	Like 4	EA	2	775.00	1,550.00	1,000.00	2,000.00
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34	5.25	178.50	6.00	204.00
37	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	360	0.52	187.20	0.60	216.00
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
BASE BID SCHEDULE 2 TOTAL							50,545.70		58,720.00
ITEMS 31 - 38									

PROJECT TOTAL							2,848,466.00		3,134,134.00
ITEMS 1 - 38									

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027

Advised: June 25, 2019 (Agenda Item: 3.48)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		6		7					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	2,820	6.00	16,920.00	4.00	11,280.00
28	840856	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190	0.70	12,733.00	0.50	9,095.00
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SQFT	760	5.25	3,990.00	3.10	2,356.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00	180,000.00	180,000.00
BASE BID SCHEDULE 1 TOTAL							3,109,866.60		3,212,054.00
				Griffith Company santa Fe Springs, CA. 90670		Granite Construction Company Indio, CA 92203			

ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	2,347.27	2,347.27	5,000.00	5,000.00
32	190101	ROADWAY EXCAVATION	Like 1	CY	190	55.00	10,450.00	95.00	18,050.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260	95.00	24,700.00	87.00	22,620.00
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160	96.00	15,360.00	105.00	16,800.00
35	710200	ADJUST MANHOLE	Like 4	EA	2	1,750.00	3,500.00	2,000.00	4,000.00
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34	7.00	238.00	3.50	119.00
37	840856	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	360	0.70	252.00	0.50	180.00
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00	5,000.00	5,000.00
BASE BID SCHEDULE 2 TOTAL							61,847.27		71,769.00
PROJECT TOTAL							3,171,713.87		3,283,823.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
in the Community of East Hemet
Project No. C5-0027**

Advised: June 25, 2019 (Agenda Item: 3.48)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		ATP General Engineering contractors San Diego CA 92123							
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	-	LS	1	5,000.00	5,000.00		
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	75,000.00	75,000.00		
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	-	LS	1	5,000.00	5,000.00		
4	170103	CLEARING AND GRUBBING	-	LS	1	15,000.00	15,000.00		
5	066102	DUST ABATEMENT	-	LS	1	9,500.00	9,500.00		
6	033900	ASPHALT CONCRETE ROLLED BERM	-	LF	2,240	3.00	6,720.00		
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	-	SQYD	16,900	8.00	135,200.00		
8	190101	ROADWAY EXCAVATION	Like 1	CY	5,190	69.00	358,110.00		
9	190185	SHOULDER BACKING	-	LF	9,580	8.75	83,825.00		
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-	LF	2,590	4.00	10,360.00		
11	013908	ASPHALT CONCRETE DRIVEWAY	-	SQFT	17,030	9.90	168,597.00		
12	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	10,150	100.00	1,015,000.00		
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	6,040	105.00	634,200.00		
14	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF	1,340	7.00	9,380.00		
15	710200	ADJUST MANHOLE	Like 4	EA	29	990.00	28,710.00		
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-	LF	1,500	50.00	75,000.00		
17	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-	SQFT	250	25.00	6,250.00		
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	-	EA	6	6,900.00	41,400.00		
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	-	EA	3	6,900.00	20,700.00		
20	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-	SQFT	21,430	23.50	503,605.00		
21	731516	MINOR CONCRETE (DRIVEWAY)	-	SQFT	1,667	16.00	26,672.00		
22	731521	MINOR CONCRETE (SIDEWALK)	-	SQFT	800	12.00	9,600.00		
23	782120	RELOCATE MAILBOX	-	EA	3	450.00	1,350.00		
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	1,070	4.00	4,280.00		
25	820410	SALVAGE ROADSIDE SIGN	-	EA	35	50.00	1,750.00		
26	820840	ROADSIDE SIGN - ONE POST	-	EA	44	450.00	19,800.00		

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027

Advised: June 25, 2019 (Agenda Item: 3.48)
Addenda: 1 (7/16/2019), 2 (7/19/2019)
Bids Open: 2 pm Date: Wednesday, July 24, 2019

BASE BID SCHEDULE: Whittier Avenue Resurfacing		ATP General Engineering contractor		0					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SOFT	2,920	4.25	11,985.00		
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190	0.40	7,276.00		
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SOFT	760	4.30	3,268.00		
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00		
BASE BID SCHEDULE 1 TOTAL							3,472,538.00		
ITEMS 1 - 30									

ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	4,992.00	4,992.00		
32	190101	ROADWAY EXCAVATION	Like 1	CY	190	69.00	13,110.00		
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260	100.00	26,000.00		
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160	105.00	16,800.00		
35	710200	ADJUST MANHOLE	Like 4	EA	2	990.00	1,980.00		
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34	4.00	136.00		
37	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	360	0.40	144.00		
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00		
BASE BID SCHEDULE 2 TOTAL							68,162.00		
ITEMS 31 - 38									

PROJECT TOTAL	3,540,700.00
ITEMS 1 - 38	



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 16, 2019

to the
Specifications and Contract Documents
for the construction of

Whittier Avenue
Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027

Bids Due: (Revised)
Wednesday, July 24, 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: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, July 24, 2019; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Item 2: Supplemental Project Information. The County of Riverside Transportation Department makes the following supplemental project information available:

The following table represents the data and information of three cores drilled, and the existing structural sections.

	Core Sample Location	Existing Structural Section	TI Traffic Index	Soil Type	R- Value
1	Whittier Ave 200' w/of Pleasant Street	0.42' AC over Native	8.5	SM	39
2	Whittier Ave 200' e/of Stanford Ave	0.38' AC over 1.5' D.G.	8.5	ML	44
3	Whittier Ave 100' w/of Girard Ave	0.27' AC over 0.75' D.G.	8.5	SM	67

These results of cores tested are provided for reference only.

Although this information represents the latest information available, the County of Riverside Transportation Department does not guarantee the accuracy of this data.

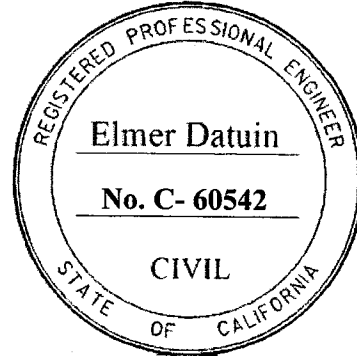
Addendum No. 1
Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027
July 16, 2019
Page 3 of 3

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

Recommended by:



Elmer Datuin, PE
Senior Civil Engineer



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

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

JRJ: jrj:rr

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

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE: Whittier Avenue Resurfacing (continued)

25	820410	SALVAGE ROADSIDE SIGN	-	EA	35		
26	820840	ROADSIDE SIGN - ONE POST	-	EA	44		
27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	2,820		
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190		
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SQFT	760		
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00

BASE BID SCHEDULE

SUB-TOTAL: _____ \$ _____

ITEMS 1-30 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted. Applicable to Base Bid Schedule and Alternative Bid Schedule 1.

ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction

31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1		
32	190101	ROADWAY EXCAVATION	Like 1	CY	190		
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260		
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160		
35	710200	ADJUST MANHOLE	Like 4	EA	2		
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34		
37	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	360		
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00

ALT. BID SCH. 1

SUB-TOTAL: _____ \$ _____

ITEMS 31-38 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted. Applicable to Base Bid Schedule and Alternative Bid Schedule 1.

BASE BID SCHEDULE and ALTERNATIVE BID SCHEDULE 1

PROJECT TOTAL: _____ \$ _____

ITEMS 1-38 "WORDS"

Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE: Whittier Avenue Resurfacing							
1	100100	DEVELOP WATER SUPPLY	-	LS	1		
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1		
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	-	LS	1		
4	170103	CLEARING AND GRUBBING	-	LS	1		
5	066102	DUST ABATEMENT	-	LS	1		
6	033900	ASPHALT CONCRETE ROLLED BERM	-	LF	2,240		
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	-	SQYD	16,900		
8	190101	ROADWAY EXCAVATION	Like 1	CY	5,190		
9	190185	SHOULDER BACKING	-	LF	9,580		
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-	LF	2,590		
11	013908	ASPHALT CONCRETE DRIVEWAY	-	SQFT	17,030		
12	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	10,150		
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	6,040		
14	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF	1,340		
15	710200	ADJUST MANHOLE	Like 4	EA	29		
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-	LF	1,500		
17	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-	SQFT	250		
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	-	EA	6		
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	-	EA	3		
20	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-	SQFT	21,430		
21	731516	MINOR CONCRETE (DRIVEWAY)	-	SQFT	1,667		
22	731521	MINOR CONCRETE (SIDEWALK)	-	SQFT	800		
23	782120	RELOCATE MAILBOX	-	EA	3		
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	1,070		

Bid

Date: 07/15/2019

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

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

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Whittier Avenue Resurfacing Project, 200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road, Community of East Hemet, Project No. C5-0027 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.

Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
In the Community of East Hemet
Project No. C5-0027

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE: Whittier Avenue Resurfacing							
1	100100	DEVELOP WATER SUPPLY	-	LS	1	5,000	5,000
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	75,000	75,000
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	-	LS	1	5,000	5,000
4	170103	CLEARING AND GRUBBING	-	LS	1	15,000	15,000
5	066102	DUST ABATEMENT	-	LS	1	70,897.95	70,897.95
6	033900	ASPHALT CONCRETE ROLLED BERM	-	LF	2,240	5.54	12,409.60
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	-	SQYD	16,900	1.10	18,590.00
8	190101	ROADWAY EXCAVATION	Like 1	CY	5,190	32.00	166,080.00
9	190185	SHOULDER BACKING	-	LF	9,580	2.50	23,950
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-	LF	2,590	5.54	14,348.60
11	013908	ASPHALT CONCRETE DRIVEWAY	-	SQFT	17,030	3.25	55,347.50
12	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	10,150	74.00	751,100.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	6,040	95.00	573,800.00
14	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF	1,340	5.54	7,423.60
15	710200	ADJUST MANHOLE	Like 4	EA	29	919	26,651.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-	LF	1,500	65.00	97,500.00
17	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-	SQFT	250	12.00	3,000
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	-	EA	6	4,500	27,000
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	-	EA	3	4,000	12,000
20	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-	SQFT	21,430	14.00	300,020
21	731516	MINOR CONCRETE (DRIVEWAY)	-	SQFT	1,667	12.00	20,004
22	731521	MINOR CONCRETE (SIDEWALK)	-	SQFT	800	12.00	9,600
23	782120	RELOCATE MAILBOX	-	EA	3	500	1,500
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	1,070	5.25	5,617.50

REVISED PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE: Whittier Avenue Resurfacing (continued)							
25	820410	SALVAGE ROADSIDE SIGN	-	EA	35	36.75	1,286.25
26	820840	ROADSIDE SIGN - ONE POST	-	EA	44	341.00	15,004.00
27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	2,820	4.50	12,690.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190	.53	9,640.70
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SQFT	760	3.70	2,812.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00

BASE BID SCHEDULE

SUB-TOTAL: Two million Five hundred eighteen thousand two hundred seventy two dollars seventy cents \$2,518,272.70

ITEMS 1-30 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted. Applicable to Base Bid Schedule and Alternative Bid Schedule 1.

ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction

31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	5,000.00	5,000.00
32	190101	ROADWAY EXCAVATION	Like 1	CY	190	32.00	6,080.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260	74.00	19,240.00
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160	95.00	15,200.00
35	710200	ADJUST MANHOLE	Like 4	EA	2	919	183.00
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34	5.25	178.50
37	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	360	.53	190.80
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00

ALT. BID SCH. 1

SUB-TOTAL: Fifty two thousand Seven hundred twenty seven dollars thirty cents \$52,727.30

ITEMS 31-38 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid items cost discrepancies are submitted. Applicable to Base Bid Schedule and Alternative Bid Schedule 1.

BASE BID SCHEDULE and ALTERNATIVE BID SCHEDULE 1

PROJECT TOTAL: Two million Five hundred seventy one thousand dollars zero cents \$2,571,000.00

ITEMS 1-38 "WORDS"

Bidder Data and Signature

Name of Bidder: Hardy & Harper, Inc.

Type of organization: S. Corporation

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

Note:

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

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

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

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

Business Street Address: 32 Rancho Circle. Lake Forest, CA 92630
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: Lake Forest, CA 92630

P.O. Box- Number: N/A

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

Phone: (714) 444-1851

Facsimile: (714) 444-2801

E-mail: ablanchard@hardyandharper.com

Contractor's license number: 215952

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

Expiration date: 12/31/19

Department of Industrial Relations Registration Number: 1000000076

Bidder Data and Signature (continued)

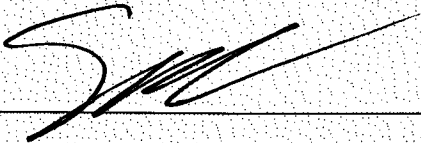
Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Whittier Avenue
Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027**

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

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

Signature:



Name (printed):

Steve Kirschner

Title:

Vice President

"Contractor"

Subcontractor List

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

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

Name of Bidder (Prime/General Contractor):

Hardy & Harper, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	EBS	932798	1000004286	Corona, CA	15 Utility Adjustment	<input type="checkbox"/>
2.	Pavement Recycling Systems, Inc	569352	1000003363	Juniper Valley, CA	7,8 Coldmill	<input checked="" type="checkbox"/>
3.	V&E Tree Service	654506	1000001936	Orange, CA	Various Tree Removal	<input type="checkbox"/>
4.	Cat Tracking Inc.	991122	1000001750	Riverside, CA	24-29-36,37 Striping	<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 5 %

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

Non-Collusion Declaration

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

The undersigned declares:

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

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

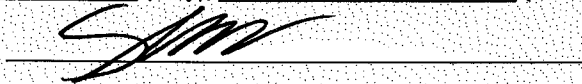
All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository,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

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

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

July (Month) 15th (Day) of 2019 (Year),
at Lake Forest (City), CA (State).

Signature of Declarant:



Printed name of Declarant:

Steve Kirschner - Vice President

Name of Bidder (Company):

Hardy & Harper, Inc.

Title or Office:

Vice President

Note: Notarization of signature required.
 Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

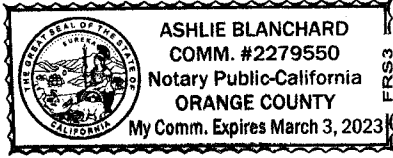
On July 15, 2019 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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


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

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> Hardy & Harper, Inc.		<i>Federal ID Number (or n/a)</i> 95-2251022
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Steve Kirschner - Vice President		
<i>Date Executed</i> 07/15/2019	<i>Executed in</i> Lake Forest, California	

Option #2 – Exemption

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

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

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

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

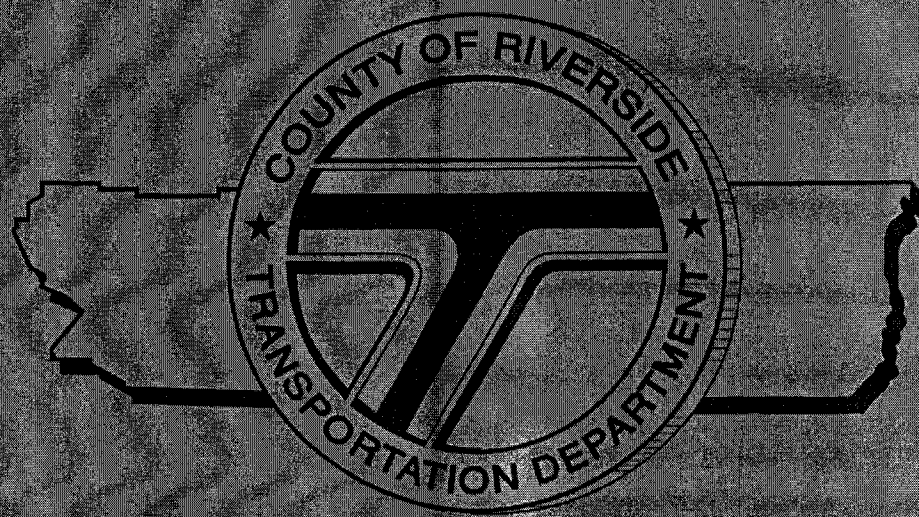
CONSTRUCTION

of

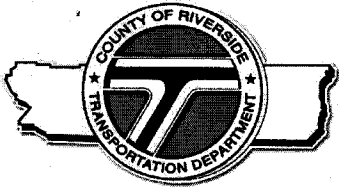
**Whittier Avenue
Resurfacing Project**

**200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road**

**Community of East Hemet
Project No. C5-0027**



TRANSPORTATION DEPARTMENT



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 16, 2019

to the
Specifications and Contract Documents
for the construction of

Whittier Avenue
Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027

Bids Due: (Revised)
Wednesday, July 24, 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: The new designated date and time for the receipt and opening of bids is revised as follows:

Wednesday, July 24, 2019; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

Item 2: Supplemental Project Information. The County of Riverside Transportation Department makes the following supplemental project information available:

The following table represents the data and information of three cores drilled, and the existing structural sections.

	Core Sample Location	Existing Structural Section	TI Traffic Index	Soil Type	R- Value
1	Whittier Ave 200' w/of Pleasant Street	0.42' AC over Native	8.5	SM	39
2	Whittier Ave 200' e/of Stanford Ave	0.38' AC over 1.5' D.G.	8.5	ML	44
3	Whittier Ave 100' w/of Girard Ave	0.27' AC over 0.75' D.G.	8.5	SM	67

These results of cores tested are provided for reference only.

Although this information represents the latest information available, the County of Riverside Transportation Department does not guarantee the accuracy of this data.

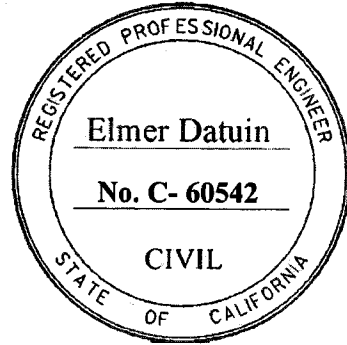
Addendum No. 1
Whittier Avenue Resurfacing Project
200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027
July 16, 2019
Page 3 of 3

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

Recommended by:



Elmer Datuin, PE
Senior Civil Engineer



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

Acknowledged:



(Contractor)
Steve Kirschner
Vice president

Date:

7/16/19

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 July 19, 2019

to the
**Specifications and Contract Documents
for the construction of**

**Whittier Avenue
Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027**

Bids Due: Wednesday, July 24, 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 Proposal. Refer to "Proposal" on page B2 - B3 of the bid documents. Delete and replace proposal (pages B2 - B3) with "Proposal (Revised)" attached herewith as **Attachment "A"**.

The column "TOTAL (IN FIGURES)" was inadvertently omitted on the Proposal sheets and is now is added. Proposal form also includes a subtotal \$ line for each bid schedule and Project Total cost.

Prepared by: 
Joel Jimenez, PE, Senior Civil Engineer, Contracts/Bidding Unit

Acknowledged:  Date: 7/24/19
(Contractor)

JRJ:jjj
Steve Kirschner - Vice President
3525 14th Street · Riverside, CA 92501 · (951) 955-6800
FAX (951) 955-3164

Bid Bond

Recitals:

1. Hardy & Harper, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Whittier Avenue Resurfacing Project, 200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road, Community of East Hemet, Project No. C5-0027 in accordance with a Notice Inviting Bids from the County.
2. Fidelity and Deposit Company of Maryland a Illinois corporation, hereafter called "Surety", is the surety of this bond.

Agreement:

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

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

Dated: July 15th, 2019

Signatures:

Fidelity and Deposit Company of Maryland Hardy & Harper, Inc.

By: [Signature] By: [Signature]

Title: Attorney in Fact, Dwight Reilly Title: Steve Kirschner - Vice president
"Surety" "Contractor"

STATE OF _____ }
COUNTY _____ } ss. SURETY'S ACKNOWLEDGEMENT
OF _____ }

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

WITNESS my hand and official seal.

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

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)

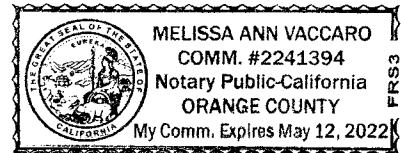
On 7/15/2019 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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

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

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

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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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

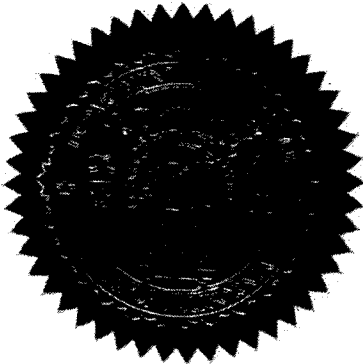
of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**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 12th day of March,
2019, I have set my hand and caused my official seal to be affixed this
12th day of March, 2019.



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

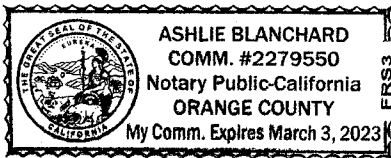
On July 15, 2019 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



- Company Profile
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- 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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Riverside County Contract No. 19-09-001

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, **Whittier Avenue Resurfacing Project, 200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road, Community of East Hemet, Project No. C5-0027**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2015 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addendum 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 fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

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

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

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

4. Compensation

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

**Whittier Avenue
Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027**

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE: Whittier Avenue Resurfacing							
1	100100	DEVELOP WATER SUPPLY	-	LS	1	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	75,000.00	75,000.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	-	LS	1	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	-	LS	1	15,000.00	15,000.00
5	066102	DUST ABATEMENT	-	LS	1	70,897.95	70,897.95
6	033900	ASPHALT CONCRETE ROLLED BERM	-	LF	2,240	5.54	12,409.60
7	011505	GRINDING ASPHALT CONCRETE IN PLACE	-	SQYD	16,900	1.10	18,590.00
8	190101	ROADWAY EXCAVATION	Like 1	CY	5,190	32.00	166,080.00
9	190185	SHOULDER BACKING	-	LF	9,580	2.50	23,950.00
10	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-	LF	2,590	5.54	14,348.60
11	013908	ASPHALT CONCRETE DRIVEWAY	-	SQFT	17,030	3.25	55,347.50
12	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	10,150	74.00	751,100.00
13	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	6,040	95.00	573,800.00
14	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-	LF	1,340	5.54	7,423.60
15	710200	ADJUST MANHOLE	Like 4	EA	29	919.00	26,651.00
16	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-	LF	1,500	65.00	97,500.00
17	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-	SQFT	250	12.00	3,000.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	-	EA	6	4,500.00	27,000.00
19	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	-	EA	3	4,000.00	12,000.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE: Whittier Avenue Resurfacing							
20	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-	SQFT	21,430	14.00	300,020.00
21	731516	MINOR CONCRETE (DRIVEWAY)	-	SQFT	1,667	12.00	20,004.00
22	731521	MINOR CONCRETE (SIDEWALK)	-	SQFT	800	12.00	9,600.00
23	782120	RELOCATE MAILBOX	-	EA	3	500.00	1,500.00
24	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	1,070	5.25	5,617.50
25	820410	SALVAGE ROADSIDE SIGN	-	EA	35	36.75	1,286.25
26	820840	ROADSIDE SIGN - ONE POST	-	EA	44	341.00	15,004.00
27	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	2,820	4.50	12,690.00
28	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 6	LF	18,190	0.53	9,640.70
29	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	-	SQFT	760	3.70	2,812.00
30	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	180,000.00	180,000.00

BASE BID Two million, five hundred eighteen thousand, two hundred seventy two dollars and seventy cents **\$2,518,272.70**
 SCHEDULE 2: _____
 ITEMS 1 - 30 "WORDS"

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction							
31	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	5,000.00	5,000.00
32	190101	ROADWAY EXCAVATION	Like 1	CY	190	32.00	6,080.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 2	TON	260	74.00	19,240.00
34	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 3	TON	160	95.00	15,200.00
35	710200	ADJUST MANHOLE	Like 4	EA	2	919.00	1,838.00
36	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	34	5.25	178.50

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1: Whittier Avenue Resurfacing in City of Hemet Jurisdiction							
37	840656	PAIN T TRAFFIC STRIPE (2-COAT)	Like 6	LF	360	0.53	190.80
38	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	5,000.00	5,000.00

BASE BID
 SCHEDULE 2: Fifty two thousand, seven hundred twenty seven dollars and thirty cents **\$52,727.30**
 ITEMS 31 -38 "WORDS"

PROJECT
 TOTAL: Two million, five hundred seventy one thousand dollars and zero cents **\$2,571,000.00**
 ITEMS 1- 38 "WORDS"

Whittier Avenue
Resurfacing Project
200 Feet East of San Jacinto Street
to 500 Feet East of Old Agency Road
Community of East Hemet
Project No. C5-0027

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

COUNTY OF RIVERSIDE

HARDY & HARPER, INC.

BY: 
KEVIN JEFFRIES
Chairman, Board of Supervisors

BY: 
Steve Kirschner

DATED: OCT 01 2019

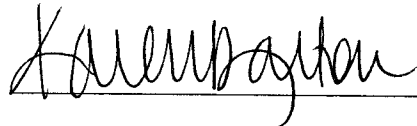
TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Hem, Clerk of the Board


Kristen Paulino

BY: 
Deputy

TITLE: Secretary

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

License No.: 215952

APPROVED COUNTY COUNSEL

KRISTINE BELL-VALDEZ / DATE

Federal Employer Identification Number:

95-2251022

Department of Industrial Relations Registration Number:

1000000076

BY _____
"County"

"Corporation"
(Seal)

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

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

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

The following directors were present being all the acting directors:

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


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

On motion unanimously carried the following resolution was adopted:

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

There being no further business, the meeting was adjourned.

DATED: November 15, 2005



FRED T. MAAS, JR., President



KRISTEN S. PAULINO, Secretary

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Whittier Avenue Resurfacing Project, 200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road, Community of East Hemet, Project No. C5-0027.**

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

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$2,571,000.00 (Two million, five hundred seventy one thousand dollars and zero cents)** and inures to the benefit of County.

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

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

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

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Title _____

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$2,571,000.00 (Two million, five hundred seventy one thousand dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Whittier Avenue Resurfacing Project, 200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road, Community of East Hemet, Project No. C5-0027.

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

Bond No. 7661319
Premium: \$12,843.00

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Whittier Avenue Resurfacing Project, 200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road, Community of East Hemet, Project No. C5-0027.
2. Fidelity and Deposit Company of Maryland, a Illinois corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$2,571,000.00 (Two million, five hundred seventy one thousand dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of August 8th, 2019

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

By Fidelity and Deposit Company of Maryland
 Type Name Dwight Reilly, Attorney-in-Fact

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

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 8/8/2019 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of June, A.D. 2019.



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

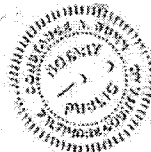
By: *Robert D. Murray*
Vice President

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, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

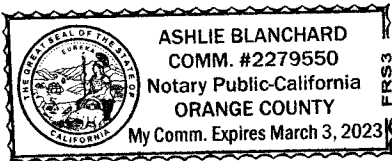
On August 8, 2019 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Steve Kirschner and Kristen S. Paulino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

Bond No. 7661319

Payment Bond

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

The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$2,571,000.00 (Two million, five hundred seventy one thousand dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Whittier Avenue Resurfacing Project, 200 Feet East of San Jacinto Street to 500 Feet East of Old Agency Road, Community of East Hemet, Project No. C5-0027.


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

Dated: August 8th, 2019

Hardy & Harper, Inc.
Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

By 
Steve Kirschner

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

Title Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

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)

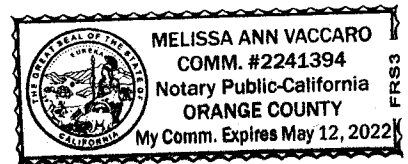
On 8/8/2019 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of August, 2019.



A handwritten signature in cursive script that reads "Michael C. Fay".

Michael C. Fay, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Orange)

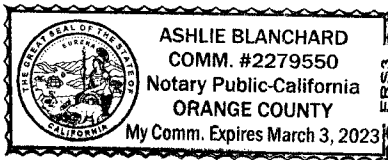
On August 8, 2019 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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 glossary.

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

back to top



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2019

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 Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	CONTACT NAME: Soham Naik PHONE (A/C, No, Ext): 949-527-9818 E-MAIL ADDRESS: Soham.Naik@alliant.com	FAX (A/C, No): 949-756-2713
	INSURER(S) AFFORDING COVERAGE	
INSURED Hardy & Harper, Inc. Maas Equipment, LLC 32 Rancho Circle Lake Forest CA 92630	INSURER A: Executive Risk Indemnity Inc NAIC # 35181	
	INSURER B: Allied World Assurance Co 19489	
	INSURER C: Zurich American Insurance Co.	
	INSURER D: Evanston Insurance Company 35378	
	INSURER E: AGCS Marine Insurance Company 22837	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 491218757

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

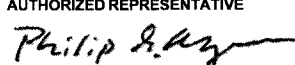
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	54309997	7/15/2019	7/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP373645414	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	0311-6679	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC373645314	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	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)

Re: Whittier Avenue Resurfacing Project

The County of Riverside, its agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives;
 The Lake Hemet Water District, its elected and appointed officials, employees, agents, and representatives; The City of Hemet, its elected and appointed officials, employees, agents and representatives are named as additional insureds per the attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside 3225 14th Street 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

Philip S. King

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

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

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

However:

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

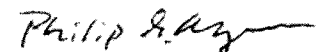
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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



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

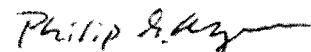
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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 the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

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



- b. Those statements are based upon representations you made to us; and
- c. 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:

- a. 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

- 1. "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.

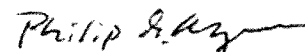
- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
 - b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
- 3. "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. 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:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. 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:

- (1) 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



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

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

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:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, 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.

Philip J. Kelly

- 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:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addl. Prem.	Return Prem.
BAP-11111111	10-1-2018	10-1-2019				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form
- Motor Carrier Coverage Form

A. Amended Who Is An Insured

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

The following are also "insureds":

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

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

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

B. Amendment – Supplementary Payments

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

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

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C. Fellow Employee Coverage

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

D. Driver Safety Program Liability and Physical Damage Coverage

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

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

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

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

E. Lease or Loan Gap Coverage

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

Lease Or Loan Gap Coverage

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

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

F. Towing and Labor

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

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

G. Extended Glass Coverage

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

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

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

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

Loss Of Use Expenses

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

Philip S. King

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

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

Personal Effects Coverage

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

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

J. Tapes, Records and Discs Coverage

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

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

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

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

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K. Airbag Coverage

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

L. Two or More Deductibles

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

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

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

M. Physical Damage – Comprehensive Coverage – Deductible

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

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

N. Temporary Substitute Autos – Physical Damage

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

Temporary Substitute Autos – Physical Damage

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

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

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

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

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

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

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

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

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

Include, as soon as practicable:

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

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

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

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

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

Q. Employee Hired Autos – Physical Damage

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

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

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

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

R. Unintentional Failure to Disclose Hazards

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

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

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

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

S. Hired Auto – World Wide Coverage

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

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

T. Bodily Injury Redefined

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

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

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U. Expected Or Intended Injury

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

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

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

4. Coverage Extensions

a. Transportation Expenses

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

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

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

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

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

X. Return of Stolen Automobile

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

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

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

Philip S. Ay

Kelly Cade

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

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

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

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

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

Policy No. WC 3736453-14 Endorsement No. 001

of the

(NAME OF INSURANCE COMPANY)

issued to HARDY & HARPER, INC.



Premium (if any) \$

Authorized Representative

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

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

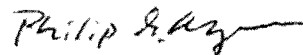
The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

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



Endorsement No.: 1

This Endorsement, effective: December 31, 2018

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)

forms a part of Policy No.: 0311-6679

Issued to: Hardy & Harper, Inc.

By: Allied World National Assurance Company

SCHEDULE OF UNDERLYING INSURANCE

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

Defense costs:

Erode Do Not Erode

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

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

Defense costs:

Erode Do Not Erode

The Limits of Insurance listed in the policy above.

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

Erode Do Not Erode

The Limits of Insurance listed in the policy above.

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

Defense costs:

Erode Do Not Erode

The Limits of Insurance listed in the policy above.

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

Allied World National Assurance Company

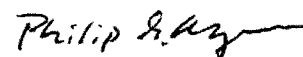
By:



Joseph Cellura

Title: President, North American Casualty Division

Date of Issuance: February 27, 2019





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COMPANY PROFILE

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	05/12/1987
ERIC REINSURANCE COMPANY	11/18/1992
EXECUTIVE RE INDEMNITY INC.	06/21/1995
EXECUTIVE RISK INDEMNITY, INC.	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
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION



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COMPANY PROFILE

Company Information

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

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

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0158 FAIRFAX FIN GRP

Lines Of Business

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

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



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COMPANY PROFILE

Company Information

ZURICH AMERICAN INSURANCE COMPANY

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

Old Company Names

Effective Date

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
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

Lines Of Business

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

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