

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



**ITEM: 3.66
(ID # 12050)**

MEETING DATE:
Tuesday, April 07, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Accept the Low Bid and Award the Contract for the
Construction of the Desert Edge Resurfacing Projects, in the Community of
Desert Edge. District 4. [\$1,327,231 Total - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Hardy & Harper, Inc. of Lake Forest, California in the amount of \$1,327,231;
2. Award the contract to Hardy & Harper, Inc. and authorize the Chairman of the Board to execute the contract documents; and
3. Approve the project proposed budget as shown on Attachment "A".

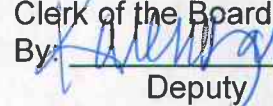
ACTION: Policy


Patricia Romo, Director of Transportation 3/5/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 7, 2020
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	\$ 1,327,231	\$ 0	\$ 1,327,231	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax / SB-1 (71%) and Measure A/ Coachella Valley (29%). 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 December 17, 2019 (Agenda Item 3.44), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Desert Edge Resurfacing Projects, in the Community of Desert Edge in the Coachella Valley area of the County. The following roads are included:

Road Name	Begin		End	Road Segment Length (Ft)
18th Avenue	650 feet west of Langlois Road	to	300 feet east of Langlois Road	950
Aurora Road	Langlois Road	to	630 feet west of Corkill Road	3,200
Clifton Street	Langlois Road	to	690 feet east of Langlois Road	690
Corkill Road	Dillon Road	to	2,700 feet south of Dillon Road	2,700
Langlois Road	Aurora Road	to	Clifton Street	2,700

The five roads were combined to bid as one project in order to gain efficiencies by eliminating multiple bidding and administrative procedures, and to seek more favorable bids associated with larger bid quantities.

Roadway resurfacing is needed due to the deteriorated pavement conditions, generally associated with age and thermal effects. The proposed resurfacing projects include removal of the existing asphalt concrete pavement and the placement of new asphalt concrete pavement.

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STATE OF CALIFORNIA**

Additional improvements include reconstruction of concrete cross gutters, spandrels, curb and gutter, driveways, asphalt concrete dike, installation of traffic striping, thermoplastic pavement markings, installation of traffic signs, and other associated work.

On April 28, 2017, Senate Bill 1 (SB1) was passed to improve the state's aging transportation infrastructure, particularly roads and bridges. Because of this, the County is now able to improve the condition of roads in need of resurfacing or reconstruction and has included them in the County Transportation Improvement Program (TIP). The roads included in the Desert Edge Resurfacing Project are five of Riverside County's priority projects approved for use of the new Gas Tax/SB-1 funds. Without SB1 this needed road repair project would have been shelved until funding became available.

The contract includes two schedules of work:

- Base Bid Schedule: Resurfacing and associated road improvements

- Alternative Bid Schedule 1: Langlois Road, Healing Waters Mobile Home Park Frontage Improvements (Not Selected for Award)

- Alternative Bid Schedule 2: Langlois Road, Tamarisk Mobile Home Park Frontage Improvements

The westerly half of Langlois Rd fronting Healing Waters Mobile Home Park is currently private property. During the design phase, the County coordinated with the owners of Healing Waters Mobile Home Park to obtain the Right of Way Dedication necessary to resurface the westerly half of Langlois Road. The County was unable to acquire the necessary dedication, however the County will include the paving in a future paving project at such time that the dedication is acquired.

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

- Project No. C9-0048, 18th Avenue Resurfacing Project
C9-0049, Aurora Road Resurfacing Project
C9-0050, Clifton Street Resurfacing Project
C9-0051, Corkill Road Resurfacing Project
C9-0052, Langlois Road Resurfacing Project

Impact on Residents and Businesses

The purpose of this project is to rehabilitate deteriorated segments of 18th Avenue, Aurora Road, Clifton Street, Corkill Road and Langlois Road in the Community of Desert Edge, to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

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STATE OF CALIFORNIA**

The work is scheduled to begin in Spring 2020. The work will be phased to keep the road open during construction as much as possible and will take approximately six weeks to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in FY 2019/20 and will be funded with Gas Tax/SB-1 and Measure A/Coachella Valley funds.

The proposed budget as shown on Attachment "A" includes Contract award amount and other associated costs.

There are no General Funds used in this project.

Contract History and Price Reasonableness

Six bids were received on Wednesday January 8, 2020 ranging from \$1,363,000 to \$2,310,543. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Hardy & Harper, Inc. in the amount of \$1,363,000 which is \$258,454 (16%) below the Engineer's Estimate. The contract amount (\$1,327,231) varies from bid amount (\$1,363,000) because Alternate Bid Schedule 1 in the amount of \$35,769 is not selected for award.

The Transportation Department recommends the award of the contract to Hardy & Harper, Inc. in the amount of \$1,327,231.

ATTACHMENTS:

Vicinity Map
Attachment "A"
Summary of Bids
Contract/Bonds/Insurance
Contractor's Bid Proposal
Contract with Hardy & Harper Desert Edge Resurfacing Project - AATF

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



Jason Farin, Senior Management Analyst

3/31/2020



Gregory T. Priamos, Director County Counsel

3/19/2020



Cynthia M. Guazel, Chief Deputy County Counsel

3/19/2020

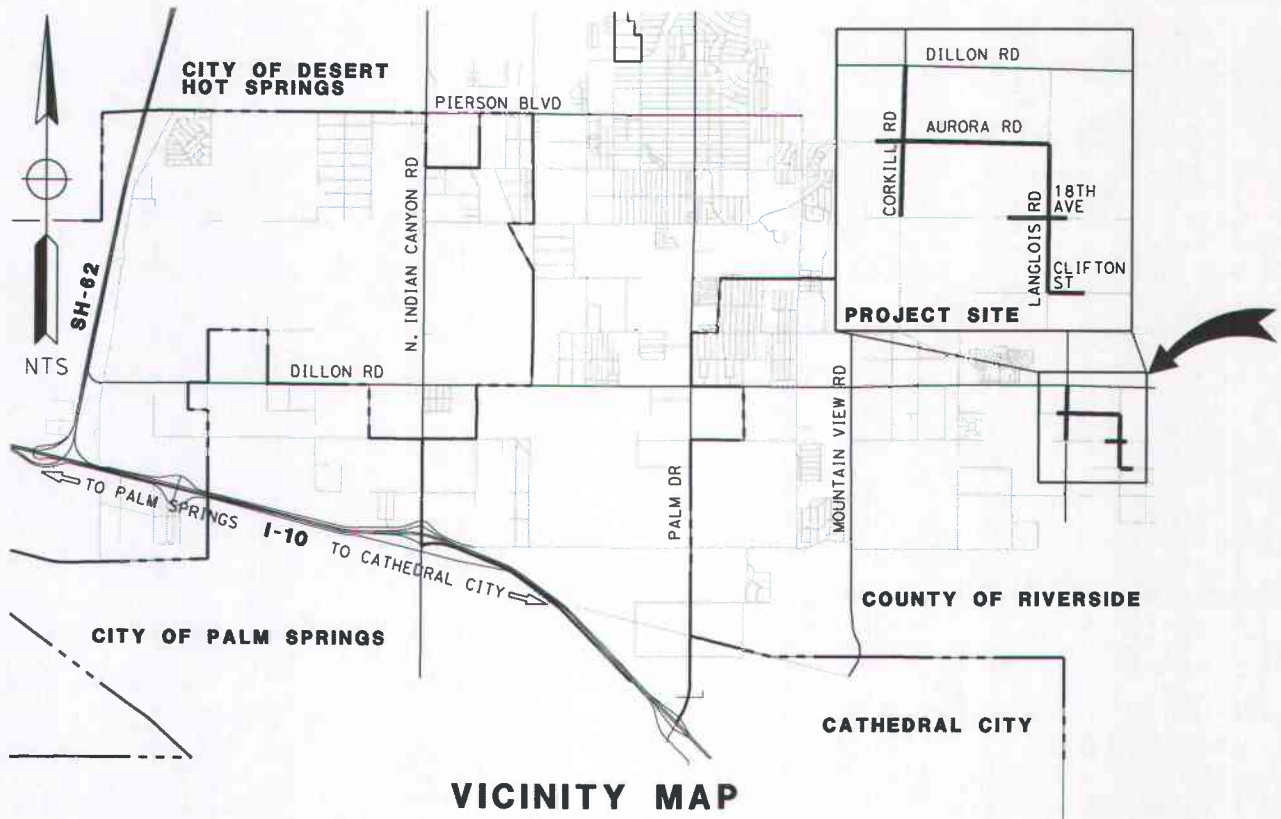
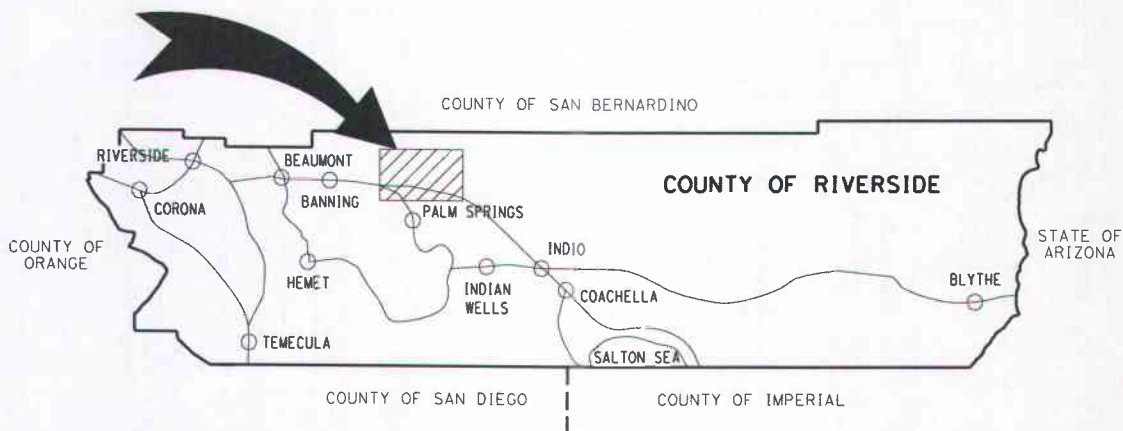
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

DESERT EDGE RESURFACING PROJECTS

18th Avenue, Aurora Road, Clifton Street, Corkill Road, and
Langlois Road

Community of Desert Edge

Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052



Attachment "A"

Riverside County Transportation Department

Project: **DESERT EDGE COMMUNITY
RESURFACING**

Project No.(s): **C9-0048 to C9-0052**

Expenses as of: **2/15/2020**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	872	4,128	5,000	13,000	5,000
Design	218,874	25,000	244,000	240,000	244,000
Right-of-way					
Utilities					
Construction		1,327,231			
Construction Contingency	10.0%	132,723	1,460,000	1,350,000	1,460,000
Construction Engineering & Inspection	20.0%	9,710	276,000	249,000	276,000
Construction Survey	5.0%	1,763	72,000	55,000	72,000
Totals:	231,219	1,825,082	2,057,000	1,907,000	2,057,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	1,467,000	1,676,000
301	Measure A/Coachella Valley	440,000	381,000
Totals		1,907,000	2,057,000

Comments

Cost estimate includes projects C9-0048, C9-0049, C9-0050, C9-0051, C9-0052

Attachment "A"

Riverside County Transportation Department

Project: **18TH AVENUE
RESURFACING**

Project No.(s): **C9-0048**

Expenses as of: **2/14/2020**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	250	750	1,000	1,000	1,000
Design	35,068	4,000	40,000	30,000	40,000
Right-of-way					
Utilities					
Construction		120,122			
Construction Contingency	10.0%	12,012	133,000	120,000	133,000
Construction Engineering & Inspection	20.0%	1,890	23,110	22,000	25,000
Construction Survey	5.0%	536	6,464	7,000	7,000
Totals:	37,744	166,458	206,000	178,000	206,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	178,000	206,000
Totals		178,000	206,000

Comments

Attachment "A"

Riverside County Transportation Department

Project: **AURORA RD
RESURFACING**

Project No.(s): **C9-0049**

Expenses as of: **2/14/2020**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	165	835	1,000	4,000	1,000
Design	43,092	4,000	48,000	70,000	48,000
Right-of-way					
Utilities					
Construction		347,055			
Construction Contingency	10.0%	34,706	381,000	440,000	381,000
Construction Engineering & Inspection	20.0%	1,540	68,460	80,000	70,000
Construction Survey	5.0%	278	17,722	18,000	18,000
Totals:		45,075	472,778	518,000	612,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	172,000	137,000
301	Measure A/Coachella Valley	440,000	381,000
Totals		612,000	518,000

Comments

Attachment "A"

Riverside County Transportation Department

Project: **CLIFTON ST
RESURFACING**

Project No.(s): **C9-0050**

Expenses as of: **2/14/2020**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	158	842	1,000	1,000	1,000
Design	33,356	4,000	38,000	20,000	38,000
Right-of-way					
Utilities					
Construction		101,298			
Construction Contingency 10.0%		10,130	112,000	95,000	112,000
Construction Engineering & Inspection 20.0%	1,424	19,576	21,000	20,000	21,000
Construction Survey 5.0%	330	5,670	6,000	4,000	6,000
Totals:	35,268	141,517	178,000	140,000	178,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	140,000	178,000
Totals		140,000	178,000

Comments

Attachment "A"

Riverside County Transportation Department

Project: **CORKILL RD
RESURFACING**

Project No.(s): **C9-0051**

Expenses as of: **2/14/2020**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					-
Environmental	156	700	1,000	3,000	1,000
Design	46,148	4,000	51,000	50,000	51,000
Right-of-way					
Utilities					
Construction		451,371			
Construction Contingency 10.0%		45,137	496,000	315,000	496,000
Construction Engineering & Inspection 20.0%	1,424	89,576	91,000	57,000	91,000
Construction Survey 5.0%	289	22,711	23,000	13,000	23,000
Totals:	48,017	613,496	662,000	438,000	662,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	438,000	662,000
Totals		438,000	662,000

Comments

Attachment "A"

Riverside County Transportation Department

Project: **LANGLOIS RD
RESURFACING**

Project No.(s): **C9-0052**

Expenses as of: **2/14/2020**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	143	857	1,000	4,000	1,000
Design	61,210	5,000	67,000	70,000	67,000
Right-of-way					
Utilities					
Construction		307,000			
Construction Contingency	10.0%	30,738	338,000	380,000	338,000
Construction Engineering & Inspection	20.0%	3,432	58,568	62,000	62,000
Construction Survey	5.0%	330	15,670	16,000	16,000
Totals:	65,115	417,834	484,000	539,000	484,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	539,000	484,000
Totals		539,000	484,000

Comments

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

Advertised: December 17, 2019 (Agenda Item: 3.44)
Addenda: None
Bids Open: 2 pm Date: Wednesday, January 8, 2020

BASE BID - Desert Edge Resurfacing Projects (18th Ave, Aurora Rd, Clifton St, Corkill Rd, and Langlois Rd)						COUNTY'S ESTIMATE		1 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	170103	CLEARING AND GRUBBING	-----	LS	1	50,000.00	50,000.00	40,731.20	40,731.20
2	066100	DUST ABATEMENT	-----	LS	1	15,000.00	15,000.00	7,000.00	7,000.00
3	100100	DEVELOP WATER SUPPLY	-----	LS	1	10,000.00	10,000.00	5,000.00	5,000.00
4	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	50,000.00	50,000.00	40,000.00	40,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	190101(F)	ROADWAY EXCAVATION	Like 1	CY	5,000	35.00	175,000.00	34.00	170,000.00
7	190185	SHOULDER BACKING	Like 2	LF	7,900	2.00	15,800.00	4.00	31,600.00
8	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-----	LF	110	15.00	1,650.00	20.00	2,200.00
9	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	2,280	25.00	57,000.00	3.50	7,980.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	11,000	85.00	935,000.00	72.00	792,000.00
11	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	-----	CY	22	500.00	11,000.00	215.00	4,730.00
12	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	-----	LF	330	50.00	16,500.00	56.00	18,480.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-----	SQFT	320	25.00	8,000.00	15.00	4,800.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-----	SQFT	850	50.00	42,500.00	20.00	17,000.00
15	730010	MINOR CONCRETE (CURB)	-----	LF	275	50.00	13,750.00	45.00	12,375.00
16	731516	MINOR CONCRETE (DRIVEWAY)	-----	SQFT	120	25.00	3,000.00	20.00	2,400.00
17	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	-----	EA	120	5.00	600.00	5.50	660.00
18	820130	OBJECT MARKER	Like 4	EA	8	150.00	1,200.00	275.00	2,200.00
19	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	9	200.00	1,800.00	75.00	675.00
20	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	11	300.00	3,300.00	275.00	3,025.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	-----	SQFT	370	5.00	1,850.00	5.00	1,850.00
22	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	4,500	0.35	1,575.00	0.60	2,700.00
23	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	-----	LF	65	1.00	65.00	5.00	325.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE TOTAL									
ITEMS 1 - 24							1,519,590.00		1,272,731.20

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Desert Edge Resurfacing Projects
 18th Avenue, Aurora Road, Clifton Street,
 Corkill Road, and Langlois Road
 Community of Desert Edge
 Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

Advertised: December 17, 2019 (Agenda Item: 3.44)
 Addenda: None
 Bids Open: 2 pm Date: Wednesday, January 8, 2020

ALTERNATIVE BID SCHEDULE 1 - Langlois Road, Healing Waters Mobile Home Park Frontage Improvements						COUNTY'S ESTIMATE		1 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
25	190101(F)	ROADWAY EXCAVATION	Like 1	CY	174	35.00	6,090.00	34.00	5,916.00
26	190185	SHOULDER BACKING	Like 2	LF	409	2.00	818.00	4.00	1,636.00
27	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	380	85.00	32,300.00	72.00	27,360.00
28	820130	OBJECT MARKER	Like 4	EA	3	150.00	450.00	275.00	825.00
29	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	54	0.35	18.90	0.60	32.40
ALTERNATIVE BID SCHEDULE 1 TOTAL ITEMS 25 - 29							39,676.90		35,769.40

ALTERNATIVE BID SCHEDULE 2 - Langlois Road, Tamarisk Mobile Home Park Frontage Improvements

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
30	190101(F)	ROADWAY EXCAVATION	Like 1	CY	267	35.00	9,345.00	34.00	9,078.00
31	190185	SHOULDER BACKING	Like 2	LF	282	2.00	564.00	4.00	1,128.00
32	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	608	85.00	51,680.00	72.00	43,776.00
33	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	1	200.00	200.00	75.00	75.00
34	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	1	300.00	300.00	275.00	275.00
35	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	279	0.35	97.65	0.60	167.40
ALTERNATIVE BID SCHEDULE 2 TOTAL ITEMS 30 - 35							62,186.65		54,499.40

PROJECT TOTAL ITEMS 1 - 35							1,621,453.55		1,363,000.00
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

Advertised: December 17, 2019 (Agenda Item: 3.44)

Addenda: None

Bids Open: 2 pm Date: Wednesday, January 8, 2020

BASE BID - Desert Edge Resurfacing Projects (18th Ave, Aurora Rd, Clifton St, Corkill Rd, and Langlois Rd)						2 Granite Construction Co. Indio, CA 92203		3 All American Asphalt Corona, CA 92879	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	170103	CLEARING AND GRUBBING	-----	LS	1	36,825.00	36,825.00	41,000.00	41,000.00
2	066100	DUST ABATEMENT	-----	LS	1	35,000.00	35,000.00	10,400.00	10,400.00
3	100100	DEVELOP WATER SUPPLY	-----	LS	1	10,000.00	10,000.00	2,000.00	2,000.00
4	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	46,000.00	46,000.00	50,000.00	50,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	5,000.00	5,000.00	1,880.20	1,880.20
6	190101(F)	ROADWAY EXCAVATION	Like 1	CY	5,000	45.00	225,000.00	77.40	387,000.00
7	190185	SHOULDER BACKING	Like 2	LF	7,900	2.00	15,800.00	3.40	26,860.00
8	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-----	LF	110	25.00	2,750.00	27.00	2,970.00
9	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	2,280	0.50	1,140.00	4.70	10,716.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	11,000	70.00	770,000.00	84.00	924,000.00
11	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	-----	CY	22	150.00	3,300.00	465.00	10,230.00
12	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	-----	LF	330	80.00	26,400.00	88.00	29,040.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-----	SQFT	320	12.00	3,840.00	17.00	5,440.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-----	SQFT	850	25.00	21,250.00	20.00	17,000.00
15	730010	MINOR CONCRETE (CURB)	-----	LF	275	55.00	15,125.00	38.00	10,450.00
16	731516	MINOR CONCRETE (DRIVEWAY)	-----	SQFT	120	35.00	4,200.00	22.00	2,640.00
17	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	-----	EA	120	5.00	600.00	5.40	648.00
18	820130	OBJECT MARKER	Like 4	EA	8	250.00	2,000.00	267.00	2,136.00
19	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	9	50.00	450.00	54.00	486.00
20	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	11	250.00	2,750.00	267.00	2,937.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	-----	SQFT	370	4.50	1,665.00	4.80	1,776.00
22	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	4,500	0.50	2,250.00	1.00	4,500.00
23	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	-----	LF	65	4.50	292.50	4.80	312.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE TOTAL									
ITEMS 1 - 24							1,331,637.50		1,644,421.20

**Riverside County Transportation Department
Summary of Bids**

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18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

Advertised: December 17, 2019 (Agenda Item: 3.44)
Addenda: None
Bids Open: 2 pm Date: Wednesday, January 8, 2020

						2		3	
ALTERNATIVE BID SCHEDULE 1 - Langlois Road, Healing Waters Mobile Home Park Frontage Improvements						Granite Construction Co. Indio, CA 92203		All American Asphalt Corona, CA 92879	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	190101(F)	ROADWAY EXCAVATION	Like 1	CY	174	45.00	7,830.00	77.40	13,467.60
26	190185	SHOULDER BACKING	Like 2	LF	409	2.00	818.00	3.40	1,390.60
27	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	380	70.00	26,600.00	84.00	31,920.00
28	820130	OBJECT MARKER	Like 4	EA	3	250.00	750.00	267.00	801.00
29	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	54	0.50	27.00	1.00	54.00
ALTERNATIVE BID SCHEDULE 1 TOTAL ITEMS 25 - 29							36,025.00		47,633.20

ALTERNATIVE BID SCHEDULE 2 - Langlois Road, Tamarisk Mobile Home Park Frontage Improvements

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
30	190101(F)	ROADWAY EXCAVATION	Like 1	CY	267	45.00	12,015.00	77.40	20,665.80
31	190185	SHOULDER BACKING	Like 2	LF	282	2.00	564.00	3.40	958.80
32	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	608	70.00	42,560.00	84.00	51,072.00
33	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	1	50.00	50.00	54.00	54.00
34	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	1	250.00	250.00	267.00	267.00
35	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	279	0.50	139.50	1.00	279.00
ALTERNATIVE BID SCHEDULE 2 TOTAL ITEMS 30 - 35							55,578.50		73,296.60

PROJECT TOTAL ITEMS 1 - 35							1,423,241.00		1,765,351.00
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**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052**

**Advertised: December 17, 2019 (Agenda Item: 3.44)
Addenda: None
Bids Open: 2 pm Date: Wednesday, January 8, 2020**

BASE BID - Desert Edge Resurfacing Projects (18th Ave, Aurora Rd, Clifton St, Corkill Rd, and Langlois Rd)						4 Onyx Paving Company, Inc. Anaheim, CA 92806		5 L.C. Paving & Sealing, Inc. Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	170103	CLEARING AND GRUBBING	-----	LS	1	234,000.00	234,000.00	89,866.00	89,866.00
2	066100	DUST ABATEMENT	-----	LS	1	13,000.00	13,000.00	13,935.00	13,935.00
3	100100	DEVELOP WATER SUPPLY	-----	LS	1	13,000.00	13,000.00	4,770.00	4,770.00
4	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	96,000.00	96,000.00	50,000.00	50,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	13,880.22	13,880.22	7,500.00	7,500.00
6	190101(F)	ROADWAY EXCAVATION	Like 1	CY	5,000	27.00	135,000.00	126.85	634,250.00
7	190185	SHOULDER BACKING	Like 2	LF	7,900	5.00	39,500.00	5.46	43,134.00
8	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-----	LF	110	20.00	2,200.00	80.90	8,899.00
9	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	2,280	7.00	15,960.00	6.85	15,618.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	11,000	81.00	891,000.00	87.40	961,400.00
11	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	-----	CY	22	2,000.00	44,000.00	310.50	6,831.00
12	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	-----	LF	330	66.00	21,780.00	51.45	16,978.50
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-----	SQFT	320	18.00	5,760.00	13.75	4,400.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-----	SQFT	850	27.00	22,950.00	27.65	23,502.50
15	730010	MINOR CONCRETE (CURB)	-----	LF	275	60.00	16,500.00	20.00	5,500.00
16	731516	MINOR CONCRETE (DRIVEWAY)	-----	SQFT	120	18.00	2,160.00	13.75	1,650.00
17	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	-----	EA	120	10.00	1,200.00	5.60	672.00
18	820130	OBJECT MARKER	Like 4	EA	8	300.00	2,400.00	40.00	320.00
19	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	9	76.00	684.00	56.00	504.00
20	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	11	300.00	3,300.00	500.00	5,500.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	-----	SQFT	370	6.00	2,220.00	6.70	2,479.00
22	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	4,500	0.66	2,970.00	1.50	6,750.00
23	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	-----	LF	65	10.00	650.00	5.60	364.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE TOTAL ITEMS 1 - 24							1,680,114.22		2,004,823.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Desert Edge Resurfacing Projects
 18th Avenue, Aurora Road, Clifton Street,
 Corkill Road, and Langlois Road
 Community of Desert Edge
 Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

Advertised: December 17, 2019 (Agenda Item: 3.44)
 Addenda: None
 Bids Open: 2 pm Date: Wednesday, January 8, 2020

ALTERNATIVE BID SCHEDULE 1 - Langlois Road, Healing Waters Mobile Home Park Frontage Improvements						4 Onyx Paving Company, Inc. Anaheim, CA 92806		5 L.C. Paving & Sealing, Inc. Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
25	190101(F)	ROADWAY EXCAVATION	Like 1	CY	174	27.00	4,698.00	126.85	22,071.90
26	190185	SHOULDER BACKING	Like 2	LF	409	5.00	2,045.00	6.00	2,454.00
27	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	380	81.00	30,780.00	87.40	33,212.00
28	820130	OBJECT MARKER	Like 4	EA	3	300.00	900.00	40.00	120.00
29	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	54	0.66	35.64	1.50	81.00
ALTERNATIVE BID SCHEDULE 1 TOTAL ITEMS 25 - 29							38,458.64		57,938.90

ALTERNATIVE BID SCHEDULE 2 - Langlois Road, Tamarisk Mobile Home Park Frontage Improvements

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
30	190101(F)	ROADWAY EXCAVATION	Like 1	CY	267	27.00	7,209.00	126.85	33,868.95
31	190185	SHOULDER BACKING	Like 2	LF	282	5.00	1,410.00	6.00	1,692.00
32	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	608	81.00	49,248.00	87.40	53,139.20
33	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	1	76.00	76.00	56.00	56.00
34	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	1	300.00	300.00	500.00	500.00
35	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	279	0.66	184.14	1.50	418.50
ALTERNATIVE BID SCHEDULE 2 TOTAL ITEMS 30 - 35							58,427.14		89,674.65

PROJECT TOTAL ITEMS 1 - 35							1,777,000.00		2,152,436.55
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**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052**

**Advertised: December 17, 2019 (Agenda Item: 3.44)
Addenda: None
Bids Open: 2 pm Date: Wednesday, January 8, 2020**

BASE BID - Desert Edge Resurfacing Projects (18th Ave, Aurora Rd, Clifton St, Corkill Rd, and Langlois Rd)						6 ATP General Engineering San Diego, CA 92123	
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	170103	CLEARING AND GRUBBING	-----	LS	1	50,000.00	50,000.00
2	066100	DUST ABATEMENT	-----	LS	1	30,000.00	30,000.00
3	100100	DEVELOP WATER SUPPLY	-----	LS	1	20,000.00	20,000.00
4	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	265,000.00	265,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	15,000.00	15,000.00
6	190101(F)	ROADWAY EXCAVATION	Like 1	CY	5,000	100.00	500,000.00
7	190185	SHOULDER BACKING	Like 2	LF	7,900	7.00	55,300.00
8	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-----	LF	110	35.00	3,850.00
9	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	2,280	3.30	7,524.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	11,000	95.00	1,045,000.00
11	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	-----	CY	22	438.00	9,636.00
12	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	-----	LF	330	52.00	17,160.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-----	SQFT	320	11.00	3,520.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-----	SQFT	850	11.00	9,350.00
15	730010	MINOR CONCRETE (CURB)	-----	LF	275	75.50	20,762.50
16	731516	MINOR CONCRETE (DRIVEWAY)	-----	SQFT	120	23.25	2,790.00
17	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	-----	EA	120	3.50	420.00
18	820130	OBJECT MARKER	Like 4	EA	8	45.00	360.00
19	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	9	35.00	315.00
20	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	11	325.00	3,575.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	-----	SQFT	370	3.75	1,387.50
22	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	4,500	1.25	5,625.00
23	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	-----	LF	65	4.00	260.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	100,000.00	100,000.00
BASE BID SCHEDULE TOTAL ITEMS 1 - 24							2,166,835.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052**

Advertised: December 17, 2019 (Agenda Item: 3.44)

Addenda: None

Bids Open: 2 pm Date: Wednesday, January 8, 2020

ALTERNATIVE BID SCHEDULE 1 - Langlois Road, Healing Waters Mobile Home Park Frontage Improvements						6 ATP General Engineering San Diego, CA 92123			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE		
25	190101(F)	ROADWAY EXCAVATION	Like 1	CY	174	100.00	17,400.00		
26	190185	SHOULDER BACKING	Like 2	LF	409	7.00	2,863.00		
27	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	380	95.00	36,100.00		
28	820130	OBJECT MARKER	Like 4	EA	3	45.00	135.00		
29	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	54	1.25	67.50		
ALTERNATIVE BID SCHEDULE 1 TOTAL ITEMS 25 - 29							56,565.50		

ALTERNATIVE BID SCHEDULE 2 - Langlois Road, Tamarisk Mobile Home Park Frontage Improvements

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE		
30	190101(F)	ROADWAY EXCAVATION	Like 1	CY	267	100.00	26,700.00		
31	190185	SHOULDER BACKING	Like 2	LF	282	7.00	1,974.00		
32	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	608	95.00	57,760.00		
33	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	1	35.00	35.00		
34	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	1	325.00	325.00		
35	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	279	1.25	348.75		
ALTERNATIVE BID SCHEDULE 2 TOTAL ITEMS 30 - 35							87,142.75		

PROJECT TOTAL ITEMS 1 - 35						2,310,543.25		
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Bid

Date: 01/07/2020

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 Desert Edge Resurfacing Projects, 18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road, Community of Desert Edge, Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) 019 (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.

Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road
Community of Desert Edge

Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID - Desert Edge Resurfacing Projects (18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road)							
1	170103	CLEARING AND GRUBBING	-----	LS	1	\$ 40,731.20	\$ 40,731.20
2	066100	DUST ABATEMENT	-----	LS	1	\$ 7,000	\$ 7,000
3	100100	DEVELOP WATER SUPPLY	-----	LS	1	\$ 5,000	\$ 5,000
4	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	\$ 40,000	\$ 40,000
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	\$ 5,000	\$ 5,000
6	190101(F)	ROADWAY EXCAVATION	Like 1	CY	5,000	\$ 34	\$ 170,000
7	190185	SHOULDER BACKING	Like 2	LF	7,900	\$ 4	\$ 31,600
8	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-----	LF	110	\$ 20	\$ 2,200
9	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	2,280	\$ 3.50	\$ 7,980
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	11,000	\$ 72	\$ 792,000
11	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	-----	CY	22	\$ 215	\$ 4,730
12	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	-----	LF	330	\$ 56	\$ 18,480
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-----	SQFT	320	\$ 15	\$ 4,800
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-----	SQFT	850	\$ 20	\$ 17,000
15	730010	MINOR CONCRETE (CURB)	-----	LF	275	\$ 45	\$ 12,375
16	731516	MINOR CONCRETE (DRIVEWAY)	-----	SQFT	120	\$ 20	\$ 2,400
17	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	-----	EA	120	\$ 5.50	\$ 660
18	820130	OBJECT MARKER	Like 4	EA	8	\$ 275	\$ 2,200
19	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	9	\$ 75	\$ 675
20	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	11	\$ 275	\$ 3,025
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	-----	SQFT	370	\$ 5	\$ 1,850
22	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	4,500	\$.60	\$ 2,700
23	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	-----	LF	65	\$ 5	\$ 325
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	100,000.00	100,000.00

PROJECT TOTAL: One Million Two Hundred Seventy Two Thousand seven Hundred \$ 1,272,731.20
 ITEMS 1-24 "WORDS" Thirty one Dollars and Twenty cents

* 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 Alternate Bid Schedules 1 and 2.

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1 - Langlois Road, Healing Waters Mobile Home Park Frontage Improvements							
25	190101(F)	ROADWAY EXCAVATION	Like 1	CY	174	\$ 34	\$ 5,916
26	190185	SHOULDER BACKING	Like 2	LF	409	\$ 4	\$ 1,636
27	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	380	\$ 72	\$ 27,360
28	820130	OBJECT MARKER	Like 4	EA	3	\$ 275	\$ 825
29	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	54	\$.60	\$ 32.40

PROJECT TOTAL: Thirty Five Thousand Seven Hundred sixty nine Dollars and \$ 35,769.40
 ITEMS 25-29 "WORDS" Forty cents

ALTERNATIVE BID SCHEDULE 2 - Langlois Road, Tamarisk Mobile Home Park Frontage Improvements

30	190101(F)	ROADWAY EXCAVATION	Like 1	CY	267	\$ 34	\$ 9,078
31	190185	SHOULDER BACKING	Like 2	LF	282	\$ 4	\$ 1,128
32	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	608	\$ 72	\$ 43,776
33	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	1	\$ 75	\$ 75
34	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	1	\$ 275	\$ 275
35	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	279	\$.60	\$ 167.40

PROJECT TOTAL: Fifty Four Thousand Four Hundred ninety nine Dollars and \$ 54,499.40
 ITEMS 30-35 "WORDS" Forty cents

* 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 Alternate Bid Schedules 1 and 2.

PROJECT TOTAL: One Million Three Hundred sixty Three Thousand Dollars even \$ 1,363,000.00
 ITEMS 1 - 35 "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
(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: N/A

Phone: (714) 444-1851

Facsimile: (714) 444-2801

E-mail: ablanchard@hardyandharper.com

Contractor's license number: 215952

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

Expiration date: 12/31/2021

Department of Industrial Relations Registration Number: 1000000076

Hardy & Harper, Inc.
S Corporation
32 Rancho Circle. Lake Forest, CA 92630
714-444-1851

Dan T. Maas – President/Treasurer
Steve Kirschner – Vice President
Kristen S. Paulino – Corporate Secretary



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:

Desert Edge Resurfacing Projects

**18th Avenue, Aurora Road, Clifton Street,
Corkill Road, and Langlois Road**

Community of Desert Edge

Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

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	100004286	Corona, CA	NA Utilities	<input type="checkbox"/>
2.	CTI	991122	1000011750	Riverside, CA	17-23 28, 29 33-35 Striping	<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<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: 3 %

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

January (Month) 7 (Day) of 2020 (Year),
at Lake Forest (City), CA (State).

Signature of Declarant:



Printed name of Declarant: Steve Kirschner

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

Title or Office: Vice President

Note: Notarization of signature required.

Check box if attachment is included.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On January 7, 2020 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> 01/07/2020	<i>Executed in</i> Lake Forest, CA	

Option #2 – Exemption

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

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

<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>	

COPY

Bid Bond

Recitals:

1. Hardy & Harper, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Desert Edge Resurfacing Projects, 18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road, Community of Desert Edge, Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052 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: January 6th, 2020

Signatures:

<u>Fidelity and Deposit Company of Maryland</u>	<u>Hardy & Harper, Inc.</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Attorney in Fact</u>	Title: <u>Steve Kirschner - V.P.</u>
<u>"Surety"</u>	<u>"Contractor"</u>

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

COPY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

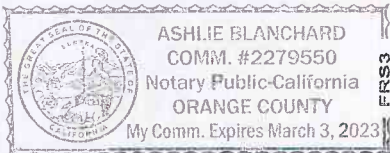
On January 6, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

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:

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 1/6/2020 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

COPY

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, Frank MARONES, Ben STONG, Mike STONG and R. Nappi, 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 31st day of December, 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 31st day of December, 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, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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

COPY

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Fidelity and Deposit Company of Maryland

of 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.



COPY

- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information

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

- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

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- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

NAIC Group List

NAIC Group #: **0212** ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Desert Edge Resurfacing Projects; 18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road; Community of Desert Edge; Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2015 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda (**none**), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Desert Edge Resurfacing Projects (18th Ave, Aurora Rd, Clifton St, Corkill Rd, and Langlois Rd)							
1	170103	CLEARING AND GRUBBING	-----	LS	1	40,731.20	40,731.20
2	066100	DUST ABATEMENT	-----	LS	1	7,000.00	7,000.00
3	100100	DEVELOP WATER SUPPLY	-----	LS	1	5,000.00	5,000.00
4	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	40,000.00	40,000.00
5	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	5,000.00	5,000.00
6	190101(F)	ROADWAY EXCAVATION	Like 1	CY	5,000	34.00	170,000.00
7	190185	SHOULDER BACKING	Like 2	LF	7,900	4.00	31,600.00
8	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	-----	LF	110	20.00	2,200.00
9	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	2,280	3.50	7,980.00
10	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	11,000	72.00	792,000.00
11	723080	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	-----	CY	22	215.00	4,730.00
12	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	-----	LF	330	56.00	18,480.00
13	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	-----	SQFT	320	15.00	4,800.00
14	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	-----	SQFT	850	20.00	17,000.00
15	730010	MINOR CONCRETE (CURB)	-----	LF	275	45.00	12,375.00
16	731516	MINOR CONCRETE (DRIVEWAY)	-----	SQFT	120	20.00	2,400.00
17	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	-----	EA	120	5.50	660.00
18	820130	OBJECT MARKER	Like 4	EA	8	275.00	2,200.00
19	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	9	75.00	675.00
20	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	11	275.00	3,025.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	-----	SQFT	370	5.00	1,850.00
22	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	4,500	0.60	2,700.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Desert Edge Resurfacing Projects (18th Ave, Aurora Rd, Clifton St, Corkill Rd, and Langlois Rd)							
23	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	-----	LF	65	5.00	325.00
24	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	100,000.00	100,000.00

BASE BID SCHEDULE: One million, two hundred seventy two thousand, seven hundred thirty one dollars and twenty cents **\$1,272,731.20**
 ITEMS 1 - 24 "WORDS"

ALTERNATIVE BID SCHEDULE 1 - Langlois Road, Healing Waters Mobile Home Park Frontage Improvements

25	190101(F)	ROADWAY EXCAVATION	Like 1	CY	174	0.00	0.00
26	190185	SHOULDER BACKING	Like 2	LF	409	0.00	0.00
27	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	380	0.00	0.00
28	820130	OBJECT MARKER	Like 4	EA	3	0.00	0.00
29	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	54	0.00	0.00

ALT. BID SCHEDULE 1: **NOT SELECTED FOR AWARD** \$ **0.00**
 ITEMS 25 - 29 "WORDS"

ALTERNATIVE BID SCHEDULE 2 - Langlois Road, Tamarisk Mobile Home Park Frontage Improvements

30	190101(F)	ROADWAY EXCAVATION	Like 1	CY	267	34.00	9,078.00
31	190185	SHOULDER BACKING	Like 2	LF	282	4.00	1,128.00
32	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	608	72.00	43,776.00
33	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	1	75.00	75.00
34	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	1	275.00	275.00
35	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 7	LF	279	0.60	167.40

ALT. BID SCHEDULE 2: Fifty four thousand, four hundred ninety nine dollars and forty cents **\$ 54,499.40**
 ITEMS 30 - 35 "WORDS"

PROJECT TOTAL: One million, three hundred twenty seven thousand, two hundred thirty dollars and sixty cents **\$1,327,230.60**
 ITEMS 1 - 35 "WORDS"

Desert Edge Resurfacing Projects
18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road
Community of Desert Edge
Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052

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

COUNTY OF RIVERSIDE

BY: *V. Manuel Perez*
V. MANUEL PEREZ
Chairman, Board of Supervisors

Hardy & Harper, Inc.
BY: *Steve Kirschner*
Steve Kirschner

DATED: APR 07 2020

TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:
Kecia R. Harper, Clerk of the Board

ATTEST: *Kristen Paulino*
Kristen Paulino

BY: *Kelli B. Gittan*
Deputy

TITLE: Secretary

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

License No.: 215952

FORM APPROVED COUNTY COUNSEL
BY: *Yvonne R. Vetter* 3/6/2020
DATE

Federal Employer Identification Number:
95-2251022

Department of Industrial Relations Registration Number:
1000000076

BY _____
"County"

"Corporation"
(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On February 7, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature 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: _____

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

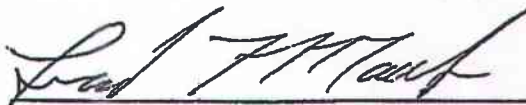
The President, Fred T. Maas Jr., then called the board's attention to the purpose of the meeting which was to authorize Daniel Maas as a director and CEO, Steven M. Kirschner as a director and Vice President, and Kristen S. Paulino as a director and secretary of the corporation to enter into contracts, 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 Desert Edge Resurfacing Projects; 18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road; Community of Desert Edge; Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052.
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$1,327,230.60 (One million, three hundred twenty seven thousand, two hundred thirty dollars and sixty cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$1,327,230.60 (One million, three hundred twenty seven thousand, two hundred thirty dollars and sixty 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 Desert Edge Resurfacing Projects; 18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road; Community of Desert Edge; Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052.

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 _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Bond No. 7662605
Premium: \$6,866.00

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Desert Edge Resurfacing Projects; 18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road; Community of Desert Edge; Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052.
2. Fidelity and Deposit Company of Maryland, a Illinois corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$1,327,230.60 (One million, three hundred twenty seven thousand, two hundred thirty dollars and sixty 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 January 23rd, 2020

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

By Fidelity and Deposit Company of Maryland

By Kristen Paulino - Secretary

Type Name Dwight Reilly, Attorney-in-Fact

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

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 1/23/2020 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



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 January 23, 2020 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steve Kirschner and Kristen Paulino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature 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: _____

**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, Shauna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, 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 15th day of January, A.D. 2020.



**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 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 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, Secretary 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 23rd day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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



- Company Profile
- Company Search
- Company 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](#)

Payment Bond

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

The makers of this Bond are **Hardy & Harper, Inc.**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,327,230.60 (One million, three hundred twenty seven thousand, two hundred thirty dollars and sixty 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 **Desert Edge Resurfacing Projects; 18th Avenue, Aurora Road, Clifton Street, Corkill Road, and Langlois Road; Community of Desert Edge; Project No. C9-0048, C9-0049, C9-0050, C9-0051, and C9-0052.**

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: January 23rd, 2020

Hardy & Harper, Inc.

Original Contractor – Principal

Fidelity and Deposit Company of Maryland

Surety

By [Signature]

Steve Kirschner

By [Signature]

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 1/23/2020 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



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 January 23, 2020 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: _____

**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, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, 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 15th day of January, A.D. 2020.



**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 15th day of January, A.D. 2020, 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, Secretary 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 23rd day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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



- Company Profile
- Company Search
- Company 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
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- 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)

2/12/2020

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													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Executive Risk Indemnity Inc</td> <td>35181</td> </tr> <tr> <td>INSURER B : Allied World Assurance Co</td> <td>19489</td> </tr> <tr> <td>INSURER C : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E : Great American Insurance Group</td> <td>16691</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Executive Risk Indemnity Inc	35181	INSURER B : Allied World Assurance Co	19489	INSURER C : AGCS Marine Insurance Company	22837	INSURER D : Federal Insurance Company	20281	INSURER E : Great American Insurance Group	16691	INSURER F :
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INSURED Hardy & Harper, Inc. Maas Equipment, LLC 32 Rancho Circle Lake Forest CA 92630															

COVERAGES

CERTIFICATE NUMBER: 1485576218

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 SUBR: INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	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 - COM/OP AGG \$ 2,000,000 \$
D	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	54310018	10/1/2019	10/1/2020	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	12/31/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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/A	54310019	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E C	Pollution Liability Rented/Leased Equip Owned Equipment		PCM E502853 00 MXI93020423	12/31/2019 12/31/2019	10/1/2020 10/1/2020	\$2,000,000 agg. \$300,000 \$8,024,056 \$1,000,000 occ.

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

Re: Desert Edge Resurfacing Projects - 18th Avenue, Aurora Road, Clifton Street, Corkill Road and Langlois Road Community of Desert Edge

County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, 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

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.

Policy # 54309997

- 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.

Soham Naik

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.

Soham Naik

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.

Soham Naik

- 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

Designated Construction Project(s): where required by written contract

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 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.

- 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.

Soham Naik

POLICY NUMBER: 54310018

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hardy & Harper, Inc.

Endorsement Effective Date: 10/01/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Soham Naik

POLICY NUMBER: 54310018

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hardy & Harper, Inc.

Endorsement Effective Date: 10/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s):

As Required by Written Contract

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Soham Naik

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

POLICY NUMBER: 54310018

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

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

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

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

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

POLICY NUMBER: 54310018

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

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

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have 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 under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Soham Naik

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

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.

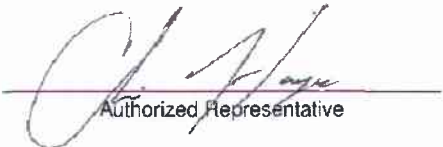
(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/01/2019 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. 54310019 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to Hardy & Harper, Inc.

Endorsement No.


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. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

WHERE REQUIRED BY WRITTEN
CONTRACT.

WHERE REQUIRED BY WRITTEN
CONTRACT.

Soham Naik



ALLIED WORLD NATIONAL ASSURANCE COMPANY

199 Water Street, 24th Floor, New York, NY 10038 • Tel (646) 794-0500 • Fax (646) 794-0611

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Policy No: 0311-6679

New/Renewal of: 0311-6679

IN RETURN FOR PAYMENT OF THE MINIMUM AND ADVANCE PREMIUM STATED IN ITEM 7. (a) BELOW, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS BELOW, AND SUBJECT TO THE LIMITS OF INSURANCE, EXCLUSIONS, CONDITIONS AND OTHER TERMS OF THIS POLICY; THE **COMPANY** AGREES WITH THE NAMED **INSURED** DESIGNATED IN ITEM 1. (a) BELOW TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

DECLARATIONS

- ITEM 1: (a) **NAMED INSURED:** Hardy & Harper, Inc.
(b) **ADDRESS:** 32 Rancho Circle
Lake Forest, CA 92630

- ITEM 2. **POLICY PERIOD:** From: December 31, 2019 To: October 1, 2020
[12:01 A.M. standard time at the address stated in Item 1. (b) above]

- ITEM 3. **RETROACTIVE DATE:** N/A

- ITEM 4: **LIMITS OF THIS INSURANCE:**
 - (a) US\$10,000,000 Each Occurrence Limit
 - (b) US\$10,000,000 Products-Completed Operations Aggregate Limit
 - (c) US\$10,000,000 Other Aggregate Limit (where applicable)

- ITEM 5: **LIMITS OF UNDERLYING EXCESS INSURANCE:**
 - US\$1,000,000 Each Occurrence Limit
 - US\$2,000,000 Products-Completed Operations Aggregate Limit
 - US\$2,000,000 Other Aggregate Limit (where applicable)

- ITEM 6: **FOLLOWED POLICY:**
 - Company: Executive Risk Indemnity, Inc.
 - Policy Number: 54309997-00
 - Coverage: General Liability
 - Policy Period: From: July 15, 2019 To: July 15, 2020 **CA SL Lic.#0592033**
 - Limits of Liability:
 - US\$1,000,000 Each Occurrence Limit
 - US\$2,000,000 Products-Completed Operations Aggregate Limit
 - US\$2,000,000 Other Aggregate Limit (where applicable)

- ITEM 7: (a) **MINIMUM AND ADVANCE PREMIUM:** US\$140,000
(b) **MINIMUM EARNED PREMIUM:** US\$49,000

ITEM 8. NOTICES TO THE **COMPANY**:

(a) All notices of occurrence, claim, suit, or proceeding: ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.
ATTN: CLAIMS DEPARTMENT
199 WATER STREET, 29TH FLOOR
NEW YORK, NY 10038

FACSIMILE: 646-794-0811
E-MAIL: AWACUS.GeneralCasualtyClaims@awac.com

(b) All other notices: ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.
ATTN: GENERAL CASUALTY
199 WATER STREET, 24TH FLOOR
NEW YORK, NY 10038

FACSIMILE: 646-794-0611

ITEM 9: (a) Representative of Insured: Brown and Riding Insurance Services, Inc.
(b) Address: 777 South Figueroa Street, Suite 2550
Los Angeles, CA 90017

Date of Issuance: January 17, 2020

In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



President



Asst. Secretary



AUTHORIZED REPRESENTATIVE

Policy Number: 0311-6679

Named Insured: Hardy & Harper, Inc.
Effective Date: December 31, 2019
12:01 A.M., Standard Time

SCHEDULE OF FORMS AND ENDORSEMENT

The following forms and endorsements are made a part of this Policy:

<u>Endorsement Number</u>	<u>Form # / Edition</u>	<u>Title</u>
	GL 00140 00 (12/11)	Declarations
1	GL 00323 00 (05/09)	Schedule of Underlying Insurance
2	00136 (11/05)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
3	00241 (11/05)	Asbestos Exclusion
4	00247 (11/05)	Wrap-Up Exclusion
5	00275 (03/12)	Service of Suit
6	GL 00113 00 (09/07)	Unimpaired Aggregate
7	GL 00267 00 (01/15)	Exclusion of Certified Acts of Terrorism and Other Acts of Terrorism
8	GL 00316 00 (06/16)	Strategic Response Coverage Extension
9	GL 00390 00 (07/13)	Claims Reporting Amendment (Amendment of Condition F. Duties in the Event of Occurrence, Claim or Suit)
10	GL 00459 00 (05/16)	Residential Construction Operations And Condominium And Cooperative Conversion Exclusion
	GL 00127 00 (09/07)	Policy Form

Endorsement No.: 1

This Endorsement, effective: December 31, 2019
(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	Executive Risk Indemnity, Inc. 54309997-00 July 15, 2019 - July 15, 2020	US\$1,000,000 US\$2,000,000 US\$2,000,000	Each Occurrence Other Aggregate Products-Completed Operations Aggregate
Defense costs: <input type="checkbox"/> Erode <input checked="" type="checkbox"/> Do Not Erode The Limits of Insurance listed in the policy above.			
Employee Benefit Liability	Executive Risk Indemnity Inc. 54309997-00 July 15, 2019 - July 15, 2020	US\$1,000,000 US\$1,000,000	Employee Benefits Liability Each Employee Employee Benefits Liability Annual Aggregate
Retroactive Date: 07/01/2019			
Defense costs: <input type="checkbox"/> Erode <input checked="" type="checkbox"/> Do Not Erode The Limits of Insurance listed in the policy above.			
Employer Liability	Federal Insurance Company 005 4310019 October 1, 2019 - October 1, 2020	US\$1,000,000 US\$1,000,000 US\$1,000,000	Bodily Injury By Disease - Each Employee Bodily Injury By Disease - Policy Aggregate Bodily Injury Each Accident
Defense costs: <input type="checkbox"/> Erode <input checked="" type="checkbox"/> Do Not Erode The Limits of Insurance listed in the policy above.			
Automobile Liability	Federal Insurance Company (19) 5431-00-18 October 1, 2019 - October 1, 2020	US\$1,000,000	Combined Single Limit
Defense costs: <input type="checkbox"/> Erode <input checked="" type="checkbox"/> 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: January 17, 2020



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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
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- LIABILITY
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COMPANY PROFILE

Company Information

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

Old Company Names

Effective Date

INTERSTATE INDEMNITY COMPANY 05/07/2009

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0761 ALLIANZ INS GRP

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- TEAM AND VEHICLE

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COMPANY PROFILE

Company Information

FEDERAL INSURANCE COMPANY
 202B HALL'S MILL ROAD
 WHITEHOUSE STATION, NJ 08889
 800-252-4670

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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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
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- COMMON CARRIER LIABILITY
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COMPANY PROFILE

Company Information

GREAT AMERICAN INSURANCE COMPANY
301 E. FOURTH STREET
CINCINNATI, OH 45202-4201
800-545-4269

Old Company Names

	Effective Date
AMERICAN CONTINENTAL INSURANCE COMPANY	12/06/1976
MANUFACTURERS & MERCHANTS INDEMNITY CO.	09/05/1956
SELECTIVE INSURANCE COMPANY	06/15/1972

Agent For Service

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

Reference Information

NAIC #:	16691
California Company ID #:	1301-1
Date Authorized in California:	10/17/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

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NAIC Group List

NAIC Group #: 0084 American Financial Grp

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
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- TEAM AND VEHICLE
- WORKERS' COMPENSATION

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