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



MEETING DATE: Tuesday, May 05, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Accept the Low Bid and Award the Contract for the Construction of the Datil Road and Sierra Del Sol Avenue Resurfacing Projects, in the Community of

Thousand Palms. District 4. [\$650,000 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

 Accept the low bid of Hardy & Harper, Inc. of Lake Forest, California in the amount of \$650,000;

- 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 4/2/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

May 5, 2020

XC:

Transp.

3.35

Kecia R. Harper

Clerk of the Board

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

FINANCIAL DATA	Curr	ent Fiscal Year:	al Year: Next Fiscal Year: Total Cost:		Ongoing Cost			
COST	\$	500,000	\$	150,000	150,000 \$ 650,000		\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS There are no General F						Budget Adj	ustmen	t: No
						For Fiscal Y	ear: 19	9/20, 20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated February 4, 2020 (Agenda Item 3.13), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Datil Road and Sierra Del Sol Avenue Resurfacing Projects, in the Community of Thousand Palms in the Coachella Valley area of the County.

The project proposes to resurface an approximate 0.5-mile segment of Datil Road from Thelma Avenue to San Miguelito Drive and an approximate 0.25-mile segment of Sierra Del Sol from Ramon Road to La Canada Way.

The two 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. The proposed resurfacing of Datil Road and Sierra Del Sol consists of grinding the existing asphalt concrete pavement in place and placing new hot mix asphalt. Shoulder backing material will be placed to protect the outside edge of pavement to prevent edge cracking and pavement edge deterioration.

Additional improvements include reconstruction of driveways, curb ramp, 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. Due to SB1, 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). Datil Road and Sierra Del Sol resurfacing projects are two of Riverside County's priority projects approved for use of the new Gas Tax/SB1 funds. Without SB1 this needed road repair project would have been shelved until funding became available.

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

The conctract includes the following bid schedule of work:

Base Bid Schedule:

Resurfacing and associated road improvements

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.

C9-0053, Datil Road Resurfacing Project

C9-0054, Sierra Del Sol Resurfacing Project

Impact on Residents and Businesses

The purpose of this project is to rehabilitate deteriorated segments of Datil Road and Sierra Del Sol, totaling approximately one mile, to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in Spring of 2020. The work will be phased to keep the roads open during construction as much as possible and will take approximately one month to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The Transportation Department recommends award of the Contract in the amount of \$650,000.

Construction is expected to be completed in FY 2020/2021 and will be funded with Gas Tax/SB1 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

Nine (9) bids were received ranging from \$650,000 to \$857,368. The basis for the selection of a bid is the lowest responsive and responsible bid.

All received bids were responsive to the bidding requirements set forth for the project. The lowest responsible bid was submitted by Hardy & Harper, Inc. in the amount of \$650,000 which is \$200,285 (23.5%) below the Engineer's Estimate.

The Transportation Department recommends the award of the contract to the lowest responsive and responsible contractor, Hardy & Harper, Inc. for a total amount of \$650,000.

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

ATTACHMENTS:

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

Jason Farin, Senior Management Analyst

4/28/2020 Gregory V. Priapios, Director County Counsel

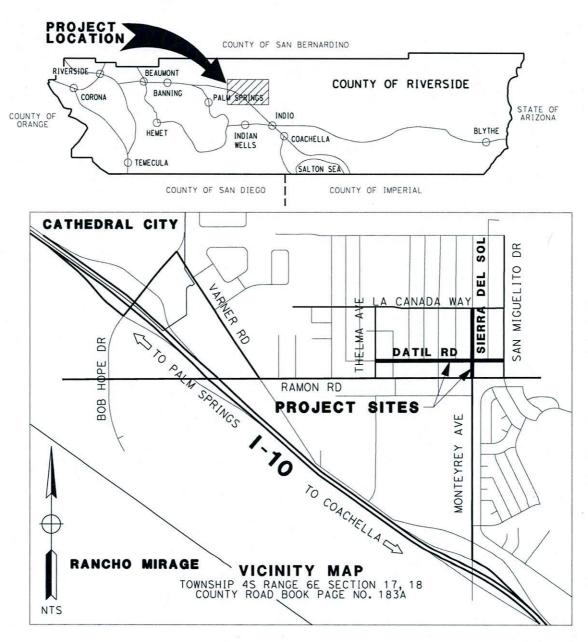
4/13/2020

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

Datil Road Resurfacing Project
Thelma Avenue to San Miguelito Drive, and

Sierra Del Sol Resurfacing Project Ramon Road to La Canada Way

Community of Thousand Palms Project No. C9-0053, C9-0054



Riverside County Transportation Department

Project:

DATIL RD & SIERRA DEL SOL

RESURFACING PROJECT

Project No.(s): C9-0053/C9-0054

Expenses as of:

3/17/2020

Page 1

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey						
Environmental		60		2,000	7,000	2,000
Design		85,271	5,000	92,000	101,000	92,000
Right-of-way		3				
Utilities						
Construction			650,000	715 000	480,000	745.000
Construction Contingency	10.0%		65,000	715,000	480,000	715,000
Construction Engineering & Inspection		5,762	112,238	118,000	115,000	118,000
Construction Survey	5.0%	5,1	33,000	33,000	15,000	33,000
	Totals:	91,092	865,238	960,000	718,000	960,000

Project Funding

Code	Name		posed udget
223	Gas Tax/SB-1	718,000	960,00

Totals 718,000 960,000

Comments

Attachment A is a combination of both the C9-0053 Datil Rd and C9-0054 Sierra Del Sol Resurfacing Projects.

Printed: ·

March 25,20 11:11 AM

BY:

Riverside County Transportation Department

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Project:

DATIL RD

RESURFACING PROJECT

Project No.(s): C9-0053

Expenses as of:

3/17/2020

Project	Costs	and	Budget
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Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey						
Environmental		34		1,000	4,000	1,000
Design		45,003	3,000	49,000	66,000	49,000
Right-of-way					31	
Utilities		1				
Construction			395,608	435,169	300,000	435,169
Construction Contingency	10.0%		39,561	455,169	300,000	435, 109
Construction Engineering & Inspection	18.0%	5,762	66,238	72,000	75,000	72,000
Construction Survey	5.0%		20,000	20,000	10,000	20,000
	Totals:	50,799	524,407	577,169	455,000	577,169

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	455,000	577,169

Totals 455,000 577,169

Comments

Printed:

March 25,20 11:12 AM

BY:

Riverside County Transportation Department

Page 1

Project:

SIERRA DEL SOL

RESURFACING PROJECT

Project No.(s): C9-0054

Expenses as of:

3/17/2020

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey				170		
Environmental		26		1,000	3,000	1,000
Design		40,268	2,000	43,000	35,000	43,000
Right-of-way						
Utilities						
Construction			254,392	279.831	180,000	279,831
Construction Contingency	10.0%		25,439	219,031	180,000	279,031
Construction Engineering & Inspection	18.0%		46,000	46,000	40,000	46,000
Construction Survey	5.0%		13,000	13,000	5,000	13,000
	Totals:	40,293	340,831	382,831	263,000	382,831

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Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	263,000	382,83

Totals 263,000 382,831

Comments

Printed:

March 25,20 11:13 AM

BY:

Advertised: February 4, 2020 (Agenda Item: 3.13)

Addenda: None

Bids Open: 2 pm Date: Wednesday, February 26, 2020

PROJECT: Datil Road Resurfacing Project

Thelma Avenue to San Miguelito Drive; and Sierra Del Sol Resurfacing Project

Ramon Road to La Canada Way
Community of Thousand Palms

Project No. C9-0053, C9-0054

	cn. z pm	Date. Wealiesday, 1 coldary 20, 2020		11 11 11	COUNTY'S ESTIMATE		1 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	3,200.00	3,200.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	48,000.00	48,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	3,000.00	3,000.00
. 4	170103	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	9,500.00	9,500.00
5	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	50,206.50	50,206.50
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	2.00	29,620.00	2.00	29,620.00
7	190101(F)	ROADWAY EXCAVATION	CY	235	150.00	35,250.00	71.00	16,685.00
8	190185	SHOULDER BACKING	LF	6,900	5.00	34,500.00	3.41	23,529.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	65	5.00	325.00	16.50	1,072.50
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	15.00	193,050.00	2.30	29,601.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	85.00	350,200.00	75.00	309,000.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	635	5.00	3,175.00	10.00	6,350.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	5.00	1,050.00	3.50	735.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	5,000.00	5,000.00	9,200.00	9,200.00
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	20.00	35,100.00	17.00	29,835.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	5.00	275.00	5.00	275.00
17	820410	SALVAGE ROADSIDE SIGN	EA	19	200.00	3,800.00	73.00	1,387.00
18	820840	ROADSIDE SIGN - ONE POST	EA	18	500.00	9,000.00	156.00	2,808.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	5.00	4,650.00	5.20	4,836.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	0.50	290.00	2.00	1,160.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
		PROJECT TOTAL ITEMS 1 - 21			h L	850,285.00		650,000.00

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web

Updated: 2/26/2020

Advertised: February 4, 2020 (Agenda Item: 3.13)

Addenda: None

Bids Open: 2 pm Date: Wednesday, February 26, 2020

PROJECT: Datil Road Resurfacing Project

Thelma Avenue to San Miguelito Drive; and Sierra Del Sol Resurfacing Project

Ramon Road to La Canada Way

Community of Thousand Palms

Project No. C9-0053, C9-0054

	•				All American Asph Corona, CA 92879		Granite Constructi Indio, CA 92203	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	3,100.00	3,100.00	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	62,000.00	62,000.00	41,574.00	41,574.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	3,500.00	3,500.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	5,000.00	5,000.00
5	066100	DUST ABATEMENT	LS	1	9,500.00	9,500.00	4,000.00	4,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	3.30	48,873.00	2.70	39,987.00
7	190101(F)	ROADWAY EXCAVATION	CY	235	78.00	18,330.00	400.00	94,000.00
8	190185	SHOULDER BACKING	LF	6,900	2.10	14,490.00	4.50	31,050.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	65	14.70	955.50	8.00	520.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	1.90	24,453.00	2.30	29,601.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	84.00	346,080.00	84.00	346,080.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	635	15.00	9,525.00	8.00	5,080.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	1.90	399.00	5.00	1,050.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	4,000.00	4,000.00	1,950.50	1,950.50
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	14.00	24,570.00	8.00	14,040.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	5.30	291.50	5.00	275.00
17	820410	SALVAGE ROADSIDE SIGN	EA	19	53.00	1,007.00	50.00	950.00
18	820840	ROADSIDE SIGN - ONE POST	EA	18	496.00	8,928.00	470.00	8,460.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	5.20	4,836.00	4.85	4,510.50
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	1.10	638.00	1.00	580.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
		PROJECT TOTAL ITEMS 1 - 21				659,476.00		708,708.00

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web Updated: 2/26/2020

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Advertised: February 4, 2020 (Agenda Item: 3.13)

Addenda: None

Bids Open: 2 pm Date: Wednesday, February 26, 2020

PROJECT: Datil Road Resurfacing Project

Thelma Avenue to San Miguelito Drive; and Sierra Del Sol Resurfacing Project

Ramon Road to La Canada Way

Community of Thousand Palms Project No. C9-0053, C9-0054

Figure 5 pin Bate. Wednesday, February 26, 2020						4 5				
		*	_		Onyx Paving Conp Anaheim, CA 9280		Matich Corporation Highland, CA 9240	1		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE		
1	100100	DEVELOP WATER SUPPLY	LS	1	3,794.00	3,794.00	9,700.00	9,700.00		
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	88,000.00	88,000.00	42,000.00	42,000.00		
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	3,000.00	3,000.00	7,100.00	7,100.00		
4	170103	CLEARING AND GRUBBING	LS	1	24,000.00	24,000.00	62,000.00	62,000.00		
5	066100	DUST ABATEMENT	LS	1	3,000.00	3,000.00	10,700.00	10,700.00		
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	3.33	49,317.30	4.30	63,683.00		
7	190101(F)	ROADWAY EXCAVATION	CY	235	77.00	18,095.00	83.00	19,505.00		
8	190185	SHOULDER BACKING	LF .	6,900	2.50	17,250.00	2.80	19,320.00		
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	65	13.00	845.00	9.00	585.00		
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	4.44	57,142.80	4.75	61,132.50		
11	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	76.00	313,120.00	82.00	337,840.00		
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	635	13.00	8,255.00	8.25	5,238.75		
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	6.00	1,260.00	6.50	1,365.00		
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	. 1	9,600.00	9,600.00	9,700.00	9,700.00		
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	16.00	28,080.00	17.00	29,835.00		
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	7.00	385.00	4.50	247.50		
17	820410	SALVAGE ROADSIDE SIGN	EA	19	55.00	1,045.00	77.00	1,463.00		
18	820840	ROADSIDE SIGN - ONE POST	EA	18	500.00	9,000.00	165.00	2,970.00		
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	5.00	4,650.00	5.50	5,115.00		
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	2.00	1,160.00	1.10	638.00		
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00		
		PROJECT TOTAL ITEMS 1 - 21				710,999.10		760,137.75		

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web

Updated: 2/26/2020

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Addenda: None

Bids Open: 2 pm Date: Wednesday, February 26, 2020

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Thelma Avenue to San Miguelito Drive; and

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Ramon Road to La Canada Way

Community of Thousand Palms Project No. C9-0053, C9-0054

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ATP General Engineering Contractors	Vance Corpora

				in programme and the second	ATP General Engineering Contractors San Diego, CA 92123		Vance Corporation Bloomington, CA 92316	
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	500.00	500.00	5,700.00	5,700.00
. 2	120100	TRAFFIC CONTROL SYSTEM	LS	1	79,000.00	79,000.00	68,500.00	68,500.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	10,000.00	10,000.00	14,200.00	14,200.00
4	170103	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00	11,500.00	11,500.00
5	066100	DUST ABATEMENT	LS	1	5,000.00	5,000.00	60,400.00	60,400.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	6.00	88,860.00	3.00	44,430.00
7	190101(F)	ROADWAY EXCAVATION	CY	235	89.00	20,915.00	237.00	55,695.00
8	190185	SHOULDER BACKING	LF	6,900	8.00	55,200.00	3.32	22,908.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	65	6.00	390.00	8.00	520.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	2.70	34,749.00	4.00	51,480.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	90.00	370,800.00	87.00	358,440.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	635	6.00	3,810.00	8.00	5,080.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	6.00	1,260.00	4.50	945.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	9,000.00	9,000.00	10,000.00	10,000.00
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	14.00	24,570.00	14.00	24,570.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	5.10	280.50	6.00	330.00
17	820410	SALVAGE ROADSIDE SIGN	EA	19	60.00	1,140.00	203.00	3,857.00
18	820840	ROADSIDE SIGN - ONE POST	EA	18	550.00	9,900.00	493.00	8,874.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	5.00	4,650.00	5.00	4,650.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	4.00	2,320.00	1.05	609.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
	PROJECT TOTAL ITEMS 1 - 21					812,344.50		822,688.00

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web

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Addenda: None

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PROJECT: Datil Road Resurfacing Project
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Community of Thousand Palms

Project No. C9-0053, C9-0054

				Sully Miller Contracting Co. Brea, CA 92821		LC Paving & Sealing, Inc. Escondido, CA 92029		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	59,000.00	59,000.00	37,250.00	37,250.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,000.00	5,000.00	6,500.00	6,500.00
4	170103	CLEARING AND GRUBBING	LS	1	10,000.00	10,000.00	33,250.00	33,250.00
5	066100	DUST ABATEMENT	LS	1	22,000.00	22,000.00	9,250.00	9,250.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	5.00	74,050.00	7.00	103,670.00
7	190101(F)	ROADWAY EXCAVATION	CY	235	65.00	15,275.00	84.20	19,787.00
8	190185	SHOULDER BACKING	LF	6,900	7.00	48,300.00	3.60	24,840.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	65	10.00	650.00	40.60	2,639.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	6.00	77,220.00	3.90	50,193.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	95.00	391,400.00	105.00	432,600.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	635	10.00	6,350.00	20.40	12,954.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	8.00	1,680.00	7.80	1,638.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	13,000.00	13,000.00	4,650.00	4,650.00
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	12.00	21,060.00	13.60	23,868.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	6.00	330.00	5.70	313.50
17	820410	SALVAGE ROADSIDE SIGN	EA	19	60.00	1,140.00	55.00	1,045.00
18	820840	ROADSIDE SIGN - ONE POST	EA	18	600.00	10,800.00	610.00	10,980.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	6.00	5,580.00	5.00	4,650.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	2.00	1,160.00	3.95	2,291.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
		PROJECT TOTAL ITEMS 1 - 21				838,995.00		857,368.50

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web

Updated: 2/26/2020

9

Bid

		Date:	02/24/2020
To:	County of Riverside, hereafter called "County";		
Bidder:	Hardy & Harper, Inc.		
Diagon	(hereafter called "Contractor")		

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Datil Road Resurfacing Project, Thelma Avenue to San Miguelito Drive; and Sierra Del Sol Resurfacing Project, Ramon Road to La Canada Way, Community of Thousand Palms, Project No. C9-0053, C9-0054 hereby proposes to construct the work in accordance with the (Fill in addenda numbers if Contract Documents, including Addenda Number(s) 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.

Datil Road Resurfacing Project Thelma Avenue to San Miguelito Drive, and Sierra Del Sol Resurfacing Project Ramon Road to La Canada Way

Community of Thousand Palms

Project No. C9-0053, C9-0054

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)				
BASE	BASE BID SCHEDULE- Datil Road and Sierra Del Sol Resurfacing Project									
1	100100	DEVELOP WATER SUPPLY	LS	1	\$3,200.00	\$3,200.00				
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$48,000.00	\$48,000.00				
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$3,000.00	\$3,000.00				
4	170103	CLEARING AND GRUBBING	LS	1	\$9,500.00	\$9,500,00				
5	066100	DUST ABATEMENT	LS	1	\$100,200.50	\$60,206.50				
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	\$2.00	\$29,620.00				
7	190101(F)	ROADWAY EXCAVATION	CY	235	\$71.00	\$16,685.00				
8	190185	SHOULDER BACKING	LF	6,900	\$3.41	\$23,529.00				
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	65	\$16.50	\$1,072.50				
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	\$2.30	\$29,601.00				
11	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	\$ 75.00	\$309,000.00				
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	635	\$10.00	\$ 6,350.00				
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	\$3.50	\$735.00				
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	\$9,200.00	\$9,200.00				
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	\$17.00	\$29,835.00				
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	\$5.00	\$275.00				
17	820410	SALVAGE ROADSIDE SIGN	EA	19	\$73.00	\$1,387.00				

PROPOSAL

ITEM No.	ITEM	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BI	ID SCHEDU	LE- Datil Road and Sierra Del Sol Resurfacing Project				
18	820840	ROADSIDE SIGN - ONE POST	EA	18	\$156.00	\$2,808.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	\$5.20	\$4 1836.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	\$2.00	\$1,160.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00

PROJECT TOTAL: SIX hundred	fifty thousand	ddlars and	zero cents	9	650,000.00
ITEMS 1-21		"WORDS"			

B3

Bidder Data and Signature

Name of Bidder:	Hardy & Ha	arper, Inc.	
Type of organization:	S. Corporat	tion	
Person(s) authorized to	sign for Bidd	er: Steve Kirschner	- Vice President
		, Tanner Hambright	
Kristen S. Paulino -	· Corporate S	Secretary	
president, secretary, tr If Bidder is a Co-Part composing firm. If Bidder is a sole prop	easurer and manership, state to prietorship or a nagent other	anager thereof. True name of firm and ale In Individual, state first than an owner, partne	and also names of the president, vice- so names of all individual co-partners and last name(s) in full. or or corporate officer, Bid shall be
Business Street Addre	ess:	32 Rancho Circle (Please include busine	ss address even if P.O. Box is used.)
Business City, State, 2	Zip Code:	Lake Forest, CA 92	2630
P.O. Box- Number:		N/A	
P.O. Box- City, State,	Zip Code:	N/A	
Phone: (714		351	
Facsimile: (714	444-28	301	
E-mail: ablanchare	d@hardyand	harper.com	
	Contr	actor's license number:	215952
	Licen	se Classification(s):	A, C-8 & C12
	Expir	ation date:	12/31/2021
Department of Indust	rial Relations	Registration Number:	100000076



Hardy & Harper, Inc. S. Corporation 32 Rancho Circle. Lake Forest, CA 92630

Dan T. Maas – President, Chief Financial Officer
Steve Kirschner – Vice President
Michael Murray – Vice President
Tanner Hambright – 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:

Datil Road Resurfacing Project
Thelma Avenue to San Miguelito Drive; and

Sierra Del Sol Resurfacing Project Ramon Road to La Canada Way

Community of Thousand Palms

Project No. C9-0053, C9-0054

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:		Market Commence of the Commenc
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.	
Thank of Bloder (x rame, constant constant con-		

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	EBS Utilities Adjusting, Inc.	932798	100000- 4286	Corona, ca	various vility lowering	
2.	safe USA	874085	3/1	Ontario, CA	lu-20 striping signing, Markina	
3.	Pavement recycling sustems	519352	3363	Jurupa Valley, CA	operated Wachine Rental	V
4.					7.2	
5.						
6.						

-				
A (1	Additional Subcontractor List(s) may be attached to (A copy of this form may be attached with additional	the Bid. I Subcontractor	informa	ation.)
P	Percent of work to be performed by Subconti	ractors:	12.	_%

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

Non-Collusion Declaration

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

The undersigned declares:		
I am the Vice President the party making the foregoing I	tid. (Title) of Hardy & Ha	rper, Inc. (Company),
association, organization, or conhas not directly or indirectly indibidder has not directly or indirectly anyone else to put in a sham bid manner, directly or indirectly, s	est of, or on behalf of, any undiscloser poration. The bid is genuine and no duced or solicited any other bidder to rectly colluded, conspired, connived, or that anyone shall refrain from bisought by agreement, communication any other bidder, or to fix any overher bidder.	ot collusive or sham. The bidder or put in a false or sham bid. The d, or agreed with any bidder or idding. The bidder has not in any on, or conference with anyone to
or her bid price of any breakdo	bid are true. The bidder has not, di own thereof, or the contents thereof tion, partnership, company, associate of to effectuate a collusive or sham ch purpose.	or divulged information or data ion, organization, bid depository,
venture, limited liability compa	laration on behalf of a bidder that is any, limited liability partnership, or a execute, and does execute, this decl	iny other entity, hereby represents
I declare under penalty of perjuthat this declaration is executed	ary under the applicable laws that the	e foregoing is true and correct and
February (M	Month) 24 (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	and the formal of the
Note: Notarization of signature Check box if attachment		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

<u> </u>	***************************************
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange)	
	ALE DI LANGE DIE
On February 24, 2020 before me,	Here Insert Name and Title of the Officer
Date	Here insert Name and Title of the Officer
personally appeared <u>Steve Kirschner</u>	Name of Stangard
	Name(\$) of Signer(\$)
subscribed to the within instrument and acknowled	evidence to be the person(x) whose name(x) is/axed dged to me that he/ske/they executed the same in /hxer/their signature(x) on the instrument the person(x), ed, executed the instrument.
of	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct.
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California ORANGE COUNTY My Comm. Expires March 3, 2023	ignature Ashur Blanchard Signature of Notary Public
Place Notary Seal Above	
	ONAL
	nformation can deter alteration of the document or form to an unintended document.
Description of Attached 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):	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:Signer Is Representing:
Signer Is Representing:	Signer Is Representing:

Iran Contracting Act

(Public Contract Code sections 2200-2208)

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

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

b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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

Option #1 - Certification

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

Contractor Name/Financial Institution Hardy & Harper, Inc.	Federal ID Number (or n/a) 95-2251022	
By (Authorized Signature)		
Printed Name and Title of Person Sign Steve Kirschner - Vice Pre	^{ing} esident	Millian Commence
Date Executed 02/24/2020	Executed in Lake Forest, CA	

Option #2 - Exemption

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

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

Contractor Name/Financial Institution (Printed)		Federal ID Number (or n/c		
By (Authorized Signature)		200		
Printed Name and Title of Pe	rson Signing			
Date Executed	Executed in			

Bid Bond

Re	ecitals: "Contractor", has
1.	
	submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of
	public work for Datil Road Resurfacing Project, Thelma Avenue to San Miguelito Drive; and Sierra
	Del Sol Resurfacing Project, Ramon Road to La Canada Way, Community of Thousand Palms,
	Project No. C9-0053, C9-0054 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.
A	greement:
W	e, 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,
	resulting from failure of Contractor to act as agreed to in its 1 toposat. Botho types of possible to act as agreed to in its 1 toposat.
^	damage and expense are specified in the Contractor's Proposal. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be
3.	impaired or affected by any extension of time within which County may accept the Proposal and
	waives notice of any such extension.
4	The state of the s
4	. This bolid is briding on our notes, expecteds, administrator, and a second se
	pated: February 21st, 2020
	ignatures:
0	ignatures.
F	Fidelity and Deposit Company of Maryland Hardy & Harper, Inc.
E	By:
	Dwight Reilly Title: Steve Kirschner- V.P.
1	nie. Attorney in 1 det
	"Surety" "Contractor"
	STATE OF STIPETUIC A CUNIONAL EDGENGENT
1-	COUNTY } ss. SURETY'S ACKNOWLEDGEMENT
	OF
	I C
	On before me, known to me, or proved to me on the basis
I	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.
1	instrument.
8	WITNESS my hand and official seal.
	WITH LOO My Maria and Official Soul.
	Signature of 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).
	The state of the s



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California) County of)	00
OnFebruary 21, 2020 before me,	Ashlie Blanchard, Notary Public , Here Insert Name and Title of the Officer
personally appeared Steve Kirschner	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	vidence to be the person(x) whose name(x) is/axed dged to me that he/ske/they executed the same in har/their signature(x) on the instrument the person(x), ed, executed the instrument.
of	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California ORANGE COUNTY My Comm. Expires March 3, 2023	ITNESS my hand and official seal. Ignature Admir Blanchard Signature of Notary Public
Place Notary Seal Above	ONAL
Though this section is optional, completing this in	orwal offormation can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than	Document Date: 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.

validity of that docu	ment.	
State of California County of	Orange)	
On <u>2/21/2020</u>	before me,	Adrian Benkert-Langrell, Notary Public (insert name and title of the officer)
who proved to me on subscribed to the with his/her/their authorize	nin instrument and acknowled ed capacity(ies), and that by l	dence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENAL paragraph is true and		e laws of the State of California that the foregoing
WITNESS my hand a	nd official seal.	ADRIAN BENKERT-LANGRELL COMM. #2214263 Notary Public-California ORANGE COUNTY My Comm. Expires Sep 15,2021
Signature	n Benkert-Langrell	(Seal)

Riverside County Transportation Department

Page 1

Project:

DATIL RD

RESURFACING PROJECT

Project No.(s): C9-0053

Expenses as of:

3/17/2020

Dro	oct	Coete	and	Budget
	HUCL.	CUSIS	anu	Duuuei

reject cotte una Baaget						
Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey						
Environmental		34		1,000	4,000	1,000
Design		45,003	3,000	49,000	66,000	49,000
Right-of-way					.1	
Utilities		1				
Construction			395,608	435,169	300.000	435,169
Construction Contingency	10.0%		39,561	435, 109	300,000	435, 169
Construction Engineering & Inspection	18.0%	5,762	66,238	72,000	75,000	72,000
Construction Survey	5.0%		20,000	20,000	10,000	20,000
	Totals:	50,799	524,407	577,169	455,000	577,169

	ndin	

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	455,000	577,169

Totals 455,000 577,169

Comments

Printed:

March 25,20 11:12 AM

BY:

Riverside County Transportation Department

Page 1

Project:

SIERRA DEL SOL

RESURFACING PROJECT

Project No.(s): C9-0054

Expenses as of:

3/17/2020

Pro	iect	Costs	and	Budget

Toject 003t3 and Dauget						
Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey				100		
Environmental		26		1,000	3,000	1,000
Design		40,268	2,000	43,000	35,000	43,000
Right-of-way						
Utilities						
Construction			254,392	279,831	180,000	279,831
Construction Contingency	10.0%		25,439	219,031	180,000	219,031
Construction Engineering & Inspection	18.0%		46,000	46,000	40,000	46,000
Construction Survey	5.0%		13,000	13,000	5,000	13,000
781 W	Totals:	40,293	340,831	382,831	263,000	382,831

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	263,000	382,831

Totals 263,000 382,831

Comments

Printed:

March 25,20 11:13 AM

BY:

Riversi	Riverside County	ty Transportation Department	_	PROJECT:	PROJECT: Datil Road Resurfacing Project Thelma Avenue to San Miguelito Drive; and	acing Project n Miguelito Drive; a	P	
		2			Sierra Del Sol Resurfacing Project	surfacing Project		
Advertis	ed: Februs	Advertised: February 4, 2020 (Agenda Item: 3.13)			Ramon Road to La Canada Way	anada Way		
Addenda: None Bids Open: 2 pm	Addenda: None Bids Open: 2 pm	Date: Wednesday. February 26, 2020			Community of Thousand Palms Project No. C9-0053, C9-0054	ousand Palms 53, C9-0054		
					All American Asphalt	alt	3 Granite Construction Co. India CA 92203	on Co.
ITEM NO.	ITEM CODE	CONTRACTITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	_	DEVELOP WATER SUPPLY	rs	-	3,100.00	3,100.00	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	S	-	62,000.00	62,000.00	41,574.00	41,574.00
က	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	rs	-	3,500.00	3,500.00	5,000.00	5,000.00
4	170103	CLEARING AND GRUBBING	rs	-	4,000.00	4,000.00	5,000.00	5,000.00
2	006100	DUST ABATEMENT	rs	-	9,500.00	9,500.00	4,000.00	4,000.00
9	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	3.30	48,873.00	2.70	39,987.00
7	190101(F)	ROADWAY EXCAVATION	ζ	235	78.00	18,330.00	400.00	94,000.00
80	190185	SHOULDER BACKING	님	006'9	2.10	14,490.00	4.50	31,050.00
თ	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	占	99	14.70	955.50	8.00	520.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	1.90	24,453.00	2.30	29,601.00
£	390132	HOT MIX ASPHALT (TYPE A)	NOT	4,120	84.00	346,080.00	84.00	346,080.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	4	635	15.00	9,525.00	8.00	5,080.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	1.90	399.00	5.00	1,050.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	-	4,000.00	4,000.00	1,950.50	1,950.50
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	14.00	24,570.00	8.00	14,040.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	5.30	291.50	5.00	275.00
17	820410	SALVAGE ROADSIDE SIGN	EA	19	53.00	1,007.00	50.00	950.00
18	820840	ROADSIDE SIGN - ONE POST	EA	18	496.00	8,928.00	470.00	8,460.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	5.20	4,836.00	4.85	4,510.50
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	H	580	1.10	638.00	1.00	580.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	-	70,000.00	70,000.00	70,000.00	70,000.00
		PROJECT TOTAL ITEMS 1 - 21				659,476.00		708,708.00

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web Updated: 2/26/2020

Rivers	ide Coun ary of Bic	Riverside County Transportation Department Summary of Bids		PROJECT:	PROJECT: Datil Road Resurfacing Project Thelma Avenue to San Miguelito Drive; and	facing Project in Miguelito Drive; a	pu	
Advertis	sed: Februa	Advertised: February 4, 2020 (Agenda Item: 3.13)			Sierra Del Sol Resurfacing Project Ramon Road to La Canada Way	surfacing Project anada Way		
Addend Bids Op	Addenda: None Bids Open: 2 pm	Date: Wednesday, February 26, 2020			Community of Thousand Palms Project No. C9-0053, C9-0054	ousand Palms 53, C9-0054		•
					4 Onyx Paving Conpany, Inc. Anaheim, CA 92806	any, Inc.	Matich Corporation	- "
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	ST	-	3,794.00	3,794.00	9,700.00	9,700.00
2	120100	TRAFFIC CONTROL SYSTEM	rs		88,000.00	88,000.00	42,000.00	42,000.00
က	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	ST	-	3,000.00	3,000.00	7,100.00	7,100.00
4	170103	CLEARING AND GRUBBING	rs	<u>-</u>	24,000.00	24,000.00	62,000.00	62,000.00
S	066100	DUST ABATEMENT	rs	-	3,000.00	3,000.00	10,700.00	10,700.00
9	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	3.33	49,317.30	4.30	63,683.00
7	190101(F)	ROADWAY EXCAVATION	ζ	235	77.00	18,095.00	83.00	19,505.00
œ	190185	SHOULDER BACKING	5	006'9	2.50	17,250.00	2.80	19,320.00
თ	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	5	65	13.00	845.00	9.00	585.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	4.44	57,142.80	4.75	61,132.50
Σ	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	76.00	313,120.00	82.00	337,840.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	5	635	13.00	8,255.00	8.25	5,238.75
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	00.9	1,260.00	6.50	1,365.00
4	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	~	9,600.00	9,600.00	9,700.00	9,700.00
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	16.00	28,080.00	17.00	29,835.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	7.00	385.00	4.50	247.50
17	820410	SALVAGE ROADSIDE SIGN	EA	19	55.00	1,045.00	77.00	1,463.00
18	820840	ROADSIDE SIGN - ONE POST	EA	18	500.00	9,000.00	165.00	2,970.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	5.00	4,650.00	5.50	5,115.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	4	580	2.00	1,160.00	1.10	638.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	-	70,000.00	70,000.00	70,000.00	70,000.00
		PROJECT TOTAL ITEMS 1 - 21				710,999.10		760,137.75
0	0							

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054):: Summary Web Updated: 2/26/2020

Rivers Summ	Riverside Count Summary of Bid	Riverside County Transportation Department Summary of Bids		PROJECT:	PROJECT: Datil Road Resurfacing Project Thelma Avenue to San Miguelito Drive; and	facing Project in Miguelito Drive; a	pu	
					Sierra Del Sol Resurfacing Project	surfacing Project		
Advertis	sed: Februa	Advertised: February 4, 2020 (Agenda Item: 3.13)			Ramon Road to La Canada Way	anada Way		
Addend Bids Op	Addenda: None Bids Open: 2 pm	Date: Wednesday, February 26, 2020			Project No. C9-0053, C9-0054	53, C9-0054		
					6 ATP General Engineering Contractors San Diego, CA 92123	ering Contractors 23	7 Vance Corporation Bloomington, CA 92316	2316
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
~	100100	DEVELOP WATER SUPPLY	ST	Y	500.00	500.00	5,700.00	5,700.00
. 2	120100	TRAFFIC CONTROL SYSTEM	S		79,000.00	79,000.00	68,500.00	68,500.00
က	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	S	•	10,000.00	10,000.00	14,200.00	14,200.00
4	170103	CLEARING AND GRUBBING	ST	•	20,000.00	20,000.00	11,500.00	11,500.00
3	0066100	DUST ABATEMENT	S	-	5,000.00	5,000.00	60,400.00	60,400.00
9	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	9.00	88,860.00	3.00	44,430.00
7	190101(F)	ROADWAY EXCAVATION	≿	235	89.00	20,915.00	237.00	55,695.00
80	190185	SHOULDER BACKING	ㅂ	006'9	8.00	55,200.00	3.32	22,908.00
თ	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	H	99	00.9	390.00	8.00	520.00
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	2.70	34,749.00	4.00	51,480.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	00.06	370,800.00	87.00	358,440.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	L	635	00.9	3,810.00	8.00	5,080.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	00.9	1,260.00	4.50	945.00
4	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	-	00.000,6	9,000.00	10,000.00	10,000.00
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	14.00	24,570.00	14.00	24,570.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	5.10	280.50	00.9	330.00
17	820410	SALVAGE ROADSIDE SIGN	EA	19	00.09	1,140.00	203.00	3,857.00
18	820840	ROADSIDE SIGN - ONE POST	EA	18	550.00	9,900.00	493.00	8,874.00
6	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	5.00	4,650.00	5.00	4,650.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	4	580	4.00	2,320.00	1.05	00.609
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
		PROJECT TOTAL ITEMS 1 - 21				812,344.50		822,688.00

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web Updated: 2/26/2020

Advertised: Febru Addenda: None Bids Open: 2 pm TEM NO. ITEM CODE 1 100100 2 120100 3 130200 4 170103 5 066100 6 011505	uary 4, 2020 (Agenda Item: 3.13) Date: Wednesday, February 26, 2020 CONTRACT ITEM DEVELOP WATER SUPPLY TRAFFIC CONTROL SYSTEM PREPARE WATER POLLUTION CONTROL PROGRAM CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE	LS LS LS LS SQYD	È	Sierra Del Sol Resurfacing Project Ramon Road to La Canada Way Community of Thousand Palms Project No. C9-0053, C9-0054 8 Sully Miller Contracting Co. Brea, CA 92821 BID UNIT PRICE BID ESTIMATE 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00	Surfacing Project anada Way tousand Palms 153, C9-0054 cting Co. 5,000.00 59,000.00 59,000.00	LC Paving & Sealing, Inc. Escondido, CA 92029 BID UNIT PRICE BID 5,000.00 37,250.00 6,500.00	ESTI
Addenda: None Bids Open: 2 propers 2	Date: Wednesday, February 26, 2020 CONTRACT ITEM DEVELOP WATER SUPPLY TRAFFIC CONTROL SYSTEM PREPARE WATER POLLUTION CONTROL PROGRAM CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	LS LS LS LS SQYD	· ·	Community of The Project No. C9-00 8 8 Sully Miller Contract Brea, CA 92821 BID UNIT PRICE 5,000.00 5,000.00 5,000.00 22,000.00 5.00	E 91 1F1		ESTI
	CONTRACT ITEM DEVELOP WATER SUPPLY TRAFFIC CONTROL SYSTEM PREPARE WATER POLLUTION CONTROL PROGRAM CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	LS LS LS LS SQYD		Sully Miller Contrac Brea, CA 92821 BID UNIT PRICE 5,000.00 5,000.00 5,000.00 10,000.00 22,000.00			BST ST
	CONTRACT ITEM DEVELOP WATER SUPPLY TRAFFIC CONTROL SYSTEM PREPARE WATER POLLUTION CONTROL PROGRAM CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	LS LS LS LS LS SQYD	TTT 1 14,810	5,000.00 5,000.00 5,000.00 10,000.00 22,000.00 5,00	BID EST		BID ESTI
	DEVELOP WATER SUPPLY TRAFFIC CONTROL SYSTEM PREPARE WATER POLLUTION CONTROL PROGRAM CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	SQYD LS LS LS LS	L L L L 74.	5,000.000 59,000.000 5,000.000 10,000.000 22,000.000 5.00	50220 Al 8	8	5,000.00
	TRAFFIC CONTROL SYSTEM PREPARE WATER POLLUTION CONTROL PROGRAM CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	LS LS SQYD	1	59,000.000 5,000.000 10,000.000 22,000.000 5.00	59,000.00	69	37,250.00
	PREPARE WATER POLLUTION CONTROL PROGRAM CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	SQYD LS LS	14,810	5,000.000 10,000.00 22,000.00 5.00	5,000.00		
	CLEARING AND GRUBBING DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	LS LS SQYD	1,810	10,000.00	10,000.00		6,500.00
	DUST ABATEMENT GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	LS	14,810	22,000.00		33,250.00	33,250.00
228	GRINDING ASPHALT CONCRETE IN PLACE ROADWAY EXCAVATION	SQYD	14,810	5.00	22,000.00	9,250.00	9,250.00
_					74,050.00	7.00	103,670.00
7 190101(F)		ζ	735	65.00	15,275.00	84.20	19,787.00
190185	SHOULDER BACKING	H	006'9	7.00	48,300.00	3.60	24,840.00
9 013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	님	65	10.00	650.00	40.60	2,639.00
10 013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	00.9	77,220.00	3.90	50,193.00
11 390132	2 HOT MIX ASPHALT (TYPE A)	NOT	4,120	95.00	391,400.00	105.00	432,600.00
12 394076	6 PLACE HOT MIX ASPHALT DIKE (TYPE E)	<u></u>	635	10.00	6,350.00	20.40	12,954.00
13 394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	8.00	1,680.00	7.80	1,638.00
14 017315	5 MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	-	13,000.00	13,000.00	4,650.00	4,650.00
15 731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	12.00	21,060.00	13.60	23,868.00
16 810230	0 PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	00.9	330.00	5.70	313.50
17 820410	0 SALVAGE ROADSIDE SIGN	EA	19	60.00	1,140.00	55.00	1,045.00
18 820840	0 ROADSIDE SIGN - ONE POST	EA	18	600.00	10,800.00	610.00	10,980.00
19 840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	00.9	5,580.00	9.00	4,650.00
20 840656	6 PAINT TRAFFIC STRIPE (2-COAT)	片	580	2.00	1,160.00	3.95	2,291.00
21 010602	2 MISCELLANEOUS WORK (AS DIRECTED)	FA	-	70,000.00	70,000.00	70,000.00	70,000.00
	PROJECT TOTAL ITEMS 1 - 21				838,995.00		857,368.50

DatilRd.SierraDelSol.Resurf(C9-0053,C9-0054).: Summary Web Updated: 2/26/2020

Bid

	2.0	Date: _	02/24/2020	
Го:	County of Riverside, hereafter called "County";			
Bidder:	Hardy & Harper, Inc.			
	(hereafter called "Contractor")			

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of <u>Datil Road Resurfacing Project</u>, <u>Thelma Avenue to San Miguelito Drive</u>; and <u>Sierra Del Sol Resurfacing Project</u>, <u>Ramon Road to La Canada Way</u>, <u>Community of Thousand Palms</u>, <u>Project No. C9-0053</u>, <u>C9-0054</u> hereby proposes to construct the work in accordance with the Contract Documents, including <u>Addenda Number(s)</u> (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.

Datil Road Resurfacing Project Thelma Avenue to San Miguelito Drive, and Sierra Del Sol Resurfacing Project Ramon Road to La Canada Way

Community of Thousand Palms

Project No. C9-0053, C9-0054

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE B	ID SCHEDUL	E- Datil Road and Sierra Del Sol Resurfacing Project				
1	100100	DEVELOP WATER SUPPLY	LS	1	\$3,200.00	\$3,200.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$48,000.00	\$48,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$3,000.00	\$3,000.00
4	170103	CLEARING AND GRUBBING	LS	1	\$9,500.00	\$9,500,00
5	066100	DUST ABATEMENT	LS	1	\$100,200.50	\$ 50,206.50
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	14,810	\$2.00	\$29,620.00
7	190101(F)	ROADWAY EXCAVATION	CY	235	\$71.00	\$16,685.00
8	190185	SHOULDER BACKING	LF	6,900	\$3.41	\$23,529.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	65	\$16.50	\$1,072.50
10	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	12,870	\$2.30	\$29,601.00
11	390132	HOT MIX ASPHALT (TYPE A)	TON	4,120	\$75.00	\$309,000.00
12	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	635	\$10.00	\$ 6,350.00
13	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQFT	210	\$3.50	\$735.00
14	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	1	\$9,200.00	\$9,200.00
15	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	1,755	\$17.00	\$29,835.00
16	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	55	\$5.00	\$ 275.00
17	820410	SALVAGE ROADSIDE SIGN	EA	19	\$73.00	\$1,387.00

ITEM No.	ITEM	, ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BI	ID SCHEDU	LE- Datil Road and Sierra Del Sol Resurfacing Project	H			
18	820840	ROADSIDE SIGN - ONE POST	EA	18	\$156.00	\$2,808.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	\$5.20	\$4 1836.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	\$2.00	\$1,160.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00

		650,000.00
PROJECT SIX hundred fift	u thousand dilars and zero cent	5 5 660,000.00 ED
ITEMS 1-21	"WORDS"	

ITEM No.	ITEM	, ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE B	ID SCHEDU	LE- Datil Road and Sierra Del Sol Resurfacing Projec	ot			
18	820840	ROADSIDE SIGN - ONE POST	EA	18	\$156.00	\$2,808.00
19	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	930	\$5.20	\$4,836.00
20	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	580	\$2.00	\$1,160.00
21	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00

DDO IECT		T	001010		650,000.00
PROJECT TOTAL: SIX hundred f	fifty thousand	oblars and	zero certis	Si .	\$ 660,000.00 ED
ITEMS 1-21		"WORDS"			

Bidder Data and Signature

Name of Bidder:	Hardy & Harper, Inc. S. Corporation			
Type of organization:				
Person(s) authorized to	sign for Bidd	ler: Steve Kirschner	- Vice President	
		t, Tanner Hambright		
Kristen S. Paulino -	Corporate S	Secretary		
president, secretary, tre If Bidder is a Co-Parti composing firm. If Bidder is a sole prop	easurer and manership, state orietorship or a gent other	anager thereof. true name of firm and ale an Individual , state first than an owner, partne	and also names of the president, vicesonames of all individual co-partners and last name(s) in full. er or corporate officer, Bid shall be	
Business Street Address:		32 Rancho Circle (Please include business address even if P.O. Box is used.)		
Business City, State, Zip Code:		Lake Forest, CA 92630		
P.O. Box- Number:		N/A		
P.O. Box- City, State, Zip Code:		N/A		
Phone: (714		351		
Facsimile: (714		301		
E-mail: ablanchard	d@hardyand	lharper.com		
	Contr	actor's license number:	215952	
	Licen	se Classification(s):	A, C-8 & C12	
	Expir	ation date:	12/31/2021	
Department of Industrial Relations Registration Number:			100000076	

Bidder Data and Signature (continued)

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

Datil Road Resurfacing Project Thelma Avenue to San Miguelito Drive; and

> Sierra Del Sol Resurfacing Project Ramon Road to La Canada Way

Community of Thousand Palms

Project No. C9-0053, C9-0054

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:		and the contraction of the contr
Name (printed):	Steve Kirschner	
Title:	Vice President	
	"Contractor"	Total State Control of the Control o

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 Utilities Adjusting, Inc.	932798	100000- 4286	Corona, CA	various utility lowering	
2.	safe USA	874085	3/1	Ontario, CA	lu-20 striping signing, Markina	
3.	Pavement recycling sustems	519352	3363	Jurupa Valley, CA	operated Machine Pental	Ø
4.	0	- 3		10		
5.					7	
6.						

Additional Subcontractor List(s) may be attached to the Bid. (A copy of this form may be attached with additional Subcontractor information	on.)
Percent of work to be performed by Subcontractors: 71/2	6

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 the party making the foregoing to	bid. (Title) of Hardy & Harpe	er, Inc. (Company),		
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.				
or her bid price of any breakdorelative thereto, to any corporat	bid are true. The bidder has not, direct own thereof, or the contents thereof, or tion, partnership, company, association, cof to effectuate a collusive or sham bid, ch purpose.	divulged information or data organization, bid depository,		
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 perjuthat this declaration is executed	rry under the applicable laws that the for I on	regoing is true and correct and		
February (N	Month) 24 (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	man larris		
Note: Notarization of signature Check box if attachment				

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

$\forall a \forall a \forall a \forall b \forall a \forall a \forall a \forall a \forall a \forall a $				
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.			
State of California)				
County of)				
On February 24, 2020 before me,	Ashlie Blanchard, Notary Public ,			
Date	Here Insert Name and Title of the Officer			
personally appeared Steve Kirschner				
	Name(\$) of Signer(\$)			
subscribed to the within instrument and acknowled	vidence to be the person(x) whose name(x) is/axe dged to me that he/sxe/they executed the same in har/their signature(x) on the instrument the person(x), ed, executed the instrument.			
of	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.			
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California ORANGE COUNTY My Comm. Expires March 3, 2023	ignature A Signature of Notary Public			
Place Notary Seal Above OPTI	ONAL ————————————————————————————————————			
Though this section is optional, completing this ir	offormation can deter alteration of the document or form to an unintended document.			
Description of Attached 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):	Signer's Name:			
	☐ Partner — ☐ Limited ☐ General			
□ Partner — □ Limited □ General □ Atterney in Fact	☐ Individual ☐ Attorney in Fact			
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator			
Other:				
Signer Is Representing:	☐ Other:Signer Is Representing:			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the t			
State of California) County of Orange)			
OnFebruary 24, 2020 before me, Date	Ashlie Blanchard, Notary Public , Here Insert Name and Title of the Officer		
personally appeared <u>Steve Kirschner</u>	Name(s) of Signer(s)		
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/axe subscribed to the within instrument and acknowledged to me that he/ske/they executed the same in his/hær/their authorized capacity(ies), and that by his/hær/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.			
of	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.		
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California ORANGE COUNTY My Comm. Expires March 3, 2023	gnature Askur Blanchard Signature of Notary Public		
Place Notary Seal Above	214		
	ONAL formation can deter alteration of the document or		
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than	Document Date:		
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 <u>not</u> on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Institutio Hardy & Harper, Inc.	n (Printed)	Federal ID Number (or n/a) 95-2251022
By (Authorized Signature)		
Printed Name and Title of Person Sig Steve Kirschner - Vice Pr	^{ning} esident	Millian Commence
Date Executed 02/24/2020	Executed in Lake Forest, CA	

Option #2 - Exemption

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

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

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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California) County of)	au .
County of	
On February 21, 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)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/axe edged to me that he/ske/they executed the same in s/hær/their signature(s) on the instrument the person(s), ted, executed the instrument.
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California ORANGE COUNTY My Comm. Expires March 3, 2023	Signature of Notary Public
	Signature of Notary Fublic
Place Notary Seal Above	
Though this section is optional, completing this	rional information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
	Document Date:
Number of Pages: Signer(s) Other Than	n Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	□ Corporate Officer — Title(s):□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	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.

The state of the s	truthfulness, accuracy, or ent.	e is	
State of California County of	Orange)		
On <u>2/21/2020</u>	before me,		ert-Langrell, Notary Public and title of the officer)
who proved to me on the subscribed to the within his/her/their authorized	instrument and acknowled	ence to be the Iged to me tha nis/her/their sig	e person(s) whose name(s) is/are at he/she/they executed the same in gnature(s) on the instrument the l, executed the instrument.
I certify under PENALT paragraph is true and c		laws of the St	ate of California that the foregoing
WITNESS my hand and	d official seal.		ADRIAN BENKERT-LANGRELL COMM. #2214263 Notary Public-California ORANGE COUNTY My Comm. Expires Sep 15,2021
SignatureAdrjan B	Genkert-Langrell	(Seal)	

This bond was issued in two (2) original counterparts

Bond No. 7663039

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 \$650,000.00 (Six hundred fifty thousand dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Datil Road Resurfacing Project, Thelma Avenue to San Miguelito Drive; and Sierra Del Sol Resurfacing Project, Ramon Road to La Canada Way, Community of Thousand Palms, Project No. C9-0053, C9-0054. The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract. Dated: March 16, 2020 Hardy & Harper, Inc. Original Contractor - Principal Fidelity and Deposit Company of Maryland Tanner Surety Hambright Vice President Title Dwight Reilly, Attorney-in-Fact Its Attorney In Fact (If corporation, affix seal) (Corporate Seal) (Corporate Seal) 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 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.

Melissa Ann Vaccaro

validity	of that docu	ment.						
State of C County of	California - -	Orange)					
On	3/16/2020		before me,					
				(insert nan	ne and title	e of the of	ficer)	
personall	y appeared		Dwight Reilly	,				•
subscribe his/her/th	d to the with eir authorize	in instrument d capacity(ies	atisfactory evid and acknowled s), and that by h f of which the pe	lged to me this large the state of the state	hat he/she signature(they exes) on the i	cuted the	same in
	nder PENAL n is true and		URY under the	laws of the	State of C	alifornia th	nat the fo	regoing
WITNESS	6 my hand a	nd official sea	al.			comm.	NN VACCAR #2241394 blic-California	23
Signature	M	Docal	nulaccan	(Seal)	H		E COUNTY	ш

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.

Melissa Ann Vaccaro

Signature

validity of that document.		
State of California County of Orang	ge)	
On <u>3/16/2020</u>	before me,	Melissa Ann Vaccaro, Notary Public
		(insert name and title of the officer)
personally appeared	Dwight Reill	ly ,
who proved to me on the bas subscribed to the within instr his/her/their authorized capa	sis of satisfactory evidument and acknowle city(ies), and that by	dence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF paragraph is true and correct		e laws of the State of California that the foregoing
WITNESS my hand and office	ial seal.	MELISSA ANN VACCARO COMM. #2241394 Notary Public-California
0		Alit to che all langer his comment

My Comm. Expires May 12, 2022

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

I, the undersigned, 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 16th day of March 2020 .







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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

document to which this certificate is attached, and not	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California)
County ofOrange)
On March 16, 2020 before me,	Ashlie Blanchard, Notary Public ,
Date	Here Insert Name and Title of the Officer
personally appeared Tanner Hambright	
	Name(s) of Signer(s)
subscribed to the within instrument and ackno-	
	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.
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California	Signature Signature of Notary Public
ORANGE COUNTY My Comm. Expires March 3, 2023	Digitato di Notali i abile
Place Notary Seal Above	
Though this section is optional, completing the	OPTIONAL nis information can deter alteration of the document or his form to an unintended document.
Though this section is optional, completing the fraudulent reattachment of the Description of Attached Document	nis information can deter alteration of the document or his form to an unintended document.
Though this section is optional, completing the fraudulent reattachment of the Description of Attached Document Title or Type of Document:	nis information can deter alteration of the document or his form to an unintended document. Document Date:
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Though this section is optional, completing the fraudulent reattachment of the fraudulent reattachment reattac	is information can deter alteration of the document or his form to an unintended document. Document Date: han Named Above: Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General □ Individual □ Attorney in Fact
Though this section is optional, completing the fraudulent reattachment of the fraudulent reattachment	is information can deter alteration of the document or his form to an unintended document. Document Date: han Named Above: Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General



Company Search

→ Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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



CERTIFICATE OF LIABILITY INSURANCE

3/25/2020

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).

this certificate does not confer r	ights to the certificate holder in lieu of s				
PRODUCER		CONTACT NAME: Soham Naik			
Newport Beach-Alliant Insurance 1301 Dove St Ste 200	nce Services, Inc.	PHONE (A/C, No. Ext): 949-527-9818	FAX (A/C, No): 949-756-2713		
Newport Beach CA 92660		E-MAIL ADDRESS: Soham.Naik@alliant.com			
		INSURER(S) AFFORDING COVERAGE	NAIC #	#	
La contraction de la contracti		INSURER A: Executive Risk Indemnity Inc	3518	1	
INSURED		INSURER B: Allied World Assurance Co	19489	9	
Hardy & Harper, Inc. Maas Equipment, LLC		INSURER C : AGCS Marine Insurance Company	2283	7	
32 Rancho Circle	w - 0 - 1	INSURER D: Federal Insurance Company	2028	1	
Lake Forest CA 92630		INSURER E: Great American Insurance Group	1669	1	
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 2058085395	REVISION NU	MBER:		
THE IS TO SEPTIE! THE DO	NUMBER OF INCURANCE LIGHTED BELOW HA	VE DEEN JOOLIED TO THE INCHIDED NAMED ADO	VE FOR THE BOLLOV BERN	20	

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.

SR TR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X	CLAIMS-MADE X OCCUR	Y	Y	54309997	7/15/2019	7/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	- 1	OTHER:							\$
	AUT	OMOBILE LIABILITY	Υ	Υ	54310018	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Ī	Х	ANY AUTO			= × ,			BODILY INJURY (Per person)	S
Ì		OWNED SCHEDULED AUTOS ONLY			*1			BODILY INJURY (Per accident)	\$
1	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
1		AUTOS ONET							\$
	Х	UMBRELLA LIAB X OCCUR	Υ	Υ	0311-6679	12/31/2019	10/1/2020	EACH OCCURRENCE	\$ 10,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
1		DED RETENTION \$			×				\$
		RKERS COMPENSATION		Υ	54310019	10/1/2019	10/1/2020	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT	\$ 1,000,000
		ICER/MEMBER EXCLUDED?	N/A		=			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below				V		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Ren	ution Liability ted/Leased Equip ned Equipment			PCM E502853 00 MXI93020423	12/31/2019 12/31/2019	10/1/2020 10/1/2020	\$2,000,000 agg. \$300,000 \$6,024,056	\$1,000,000 occ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Datil Road Resurfacing Project and Sierra Del Sol Resurfacing

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

CERTIFICATE HOLDER	CANCELLATION
County of Riverside	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
3225 14th Street Riverside CA 92501	Philip & May

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations		
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work		
formation required to complete this Schedule, if not sho	wn 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
 - The acts or omissions of those acting on your behalf;

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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

Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
*10

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.

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 Insuranceand supersedes any provision to thecontrary:

Primary And Noncontributory Insurance

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

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

Policy Number: 54309997

- 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:

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

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

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

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

This condition does not apply to Coverage C.

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

- "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
 - "Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

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

4. "Auto" means:

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

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

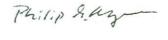
5."Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

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

6. "Coverage territory" means:

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



POLICY NUMBER: 54309997

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): where required by written contra	act
Information required to complete this Schedule, if not shown above, will	

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

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

п

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

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.

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.

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:

 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:

- 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.
- 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:

- The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - 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;
- Any of your "employees" or agents; or
- 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:

- 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 vou.
- FELLOW EMPLOYÉE COVERAGE
 EXCLUSION B.5. FELLOW EMPLOYEE of SECTION II LIABILITY COVERAGE does not apply.
- 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.
- 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:
 - The amount paid under the Physical Damage Coverage Section of the policy; and
 - 2. Anv:
 - a. Overdue loan/lease payments at the time of the "loss";
 - 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:

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

- \$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:
 - 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:
 - \$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:
 - 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:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 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:

- In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - 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:

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.

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

Policy No. 54310019

(DATE)

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

WHERE REQUIRED BY WRITTEN CONTRACT.

Job Description

WHERE REQUIRED BY WRITTEN CONTRACT.

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

Type of Coverage General Liability Defense costs:	Insurer Policy Number Policy Period Executive Risk Indemnity, Inc. 54309997-00 July 15, 2019 - July 15, 2020	<u>Limits of Insurance</u> US\$1,000,000 US\$2,000,000 US\$2,000,000	Each Occurrence Other Aggregate Products-Completed Operations Aggregate
☐ Erode ☐ Do Not Ero The Limits of Insurance	ode listed in the policy above.	8	
Employee Benefit Liability	Executive Risk Indemnity Inc.	US\$1,000,000	Employee Benefits Liability Each Employee
Zidomiy	54309997-00 July 15, 2019 - July 15, 2020	US\$1,000,000	Employee Benefits Liability Annual Aggregate
		Retroactive Date: 07/01/	2019
Defense costs: ☐ Erode ☒ Do Not Ero The Limits of Insurance	ode listed in the policy above.	¥	
Employer Liability	Federal Insurance Company 005 4310019	US\$1,000,000	Bodily Injury By Disease Each Employee
	October 1, 2019 - October 1, 2020	US\$1,000,000	Bodily Injury By Disease Policy Aggregate
		US\$1,000,000	Bodily Injury Each Accident
Defense costs: ☐ Erode ☒ Do Not Ero The Limits of Insurance	ode 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: ☐ Erode ☒ Do Not Ero			
:	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



ALLIED WORLD NATIONAL ASSURANCE COMPANY

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

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

SECTION I - INSURING AGREEMENT

- A. Subject to all the warranties, terms, conditions, exclusions and limitations applicable to this policy, the company shall pay, on behalf of the insured, that part of loss, to which this policy applies, which exceeds the applicable underlying limits. This policy does not provide coverage for any part of loss within underlying limits, or any related cost or expenses.
- B. This policy only applies if the triggering event that must happen during the policy period of the Followed Policy happens during the Policy Period, as stated in Item 2. of the Declarations, of this policy.
- C. This **policy** does not provide coverage for any:
 - 1. Injury or damage that occurs;
 - 2. Accident that occurs:
 - 3. Offense that was committed: or
 - 4. Act, error or omission that occurs;

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

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

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

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS

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

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

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

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

SECTION III - WHO IS AN INSURED

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

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

SECTION IV - LIMITS OF INSURANCE

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

 (a) of the Declarations is the most the

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

- D. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Products-Completed Operations Aggregate Limit stated in Item 4. (b) of the Declarations is the most the company will pay for loss under the products-completed operations hazard, as that hazard is defined in the Followed Policy.
- E. Subject to the Each Occurrence Limit stated in Item 4. (a) of the Declarations, the Other Aggregate Limit stated in Item 4. (c) of the Declarations is the most the company will pay for loss under this policy, except loss:
 - Included in the products-completed operations hazard, as that hazard is defined in the Followed Policy; or
 - Otherwise covered by the Followed Policy, but to which no aggregate limit in the Followed Policy applies, but only if all other underlying excess insurance also does not apply an aggregate limit to such loss.
- F. Subject to paragraphs C., D., and E. above, if the underlying limits have been reduced by payment of loss to which this policy would also apply (but for the existence of such underlying limits), then this policy will drop down to become immediately excess of the reduced underlying limits, but only if all underlying excess insurance applies to such loss and also drops down.
- G. Underlying limits will not be reduced by:
 - The insolvency of, or unwillingness to pay by, any insurer;
 - The uncollectibility of any self-insured retention, deductible or other alternative risk-financing mechanism;

- Any insured's failure to pay any allocation, deductible, participation, retention, or other self-insurance;
- 4. The existence of a sub-limit of liability in any underlying excess insurance;
- Cancellation, expiration or recision of any underlying primary insurance or underlying excess insurance;
- Defense or supplementary expense payments, unless the Schedule Of Underlying Insurance of this policy specifies that the applicable limits of underlying excess insurance are reduced by such payments; or
- 7. Any underlying excess insurance containing a warranty, term, condition, exclusion or limitation different from the Followed Policy or this policy.
- H. If after issuance, the Policy Period of this policy, stated in Item 2. of the Declarations, is extended, then the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance of this policy.

SECTION V - CONDITIONS

A. Appeals

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

B. Cancellation

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

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

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

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

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

C. Changes

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

D. Changes In Followed Policy

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

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

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

E. Compliance

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

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

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

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

G. First Named Insured The person or organization first named in Item 1. (a) of the Declarations is responsible for payment of all premiums due under this policy. The first Named Insured will act on behalf of all other insureds for the giving and receiving of any notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

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

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

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

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

I. Other Insurance

This policy will apply in excess of all other insurance.

J. Premium

- At the beginning of the Policy Period, stated in Item 2. of the Declarations, of this policy, the first Named Insured must pay the company the Minimum And Advance Premium stated in Item 7.
 (a) of the Declarations for this policy.
- 2. The Minimum Earned Premium, if any, stated in Item 7. (b) will be deemed to be 100% earned from the inception date of the Policy Period of this **policy**.
- 3. The Minimum And Advance Premium is subject to adjustment if:
 - The premium of the Followed Policy is adjusted; or
 - An Endorsement describing such adjustment is attached to this policy.
- 4. In no event, however, will the adjusted premium be less than the greater of:
 - a) The Minimum And Advance Premium for this policy stated in Item 7. (a) of the Declarations; or
 - b) The Minimum Earned Premium, if any, stated in Item 7. (b) of the Declarations.

K. Representations

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

designee knows about such hazard or other material information.

SECTION VI - DEFINITIONS

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

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

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

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

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

Triggering event means:

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

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

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

Underlying limits mean the sum of:

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

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



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EXECUTIVE RISK INDEMNITY INC.

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

Old Company Names

Effective Date

05/12/1987

11/18/1992

06/21/1995

08/02/2000

AMERICAN EXCESS INSURANCE COMPANY

ERIC REINSURANCE COMPANY EXECUTIVE RE INDEMNITY INC.

EXECUTIVE RISK INDEMNITY, INC.

Agent For Service

Vivian Imperial 818 WEST SEVENTH STREET SUITE 930

CA 90017 LOS ANGELES

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 #:

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

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MARINE

MISCELLANEOUS

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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 #:

0158 FAIRFAX FIN GRP

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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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