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



ITEM: 3.24 (ID # 13339)

MEETING DATE:

Tuesday, October 27, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Accept the Low Bid and Award the Contract for the Construction of the Lovekin Boulevard Reconstruction Project, Mesa Drive Resurfacing Project, and Hobson Way Resurfacing Project, in the Communities of River Valley, Mesa Verde and

East Blythe. District 4. [\$2,811,000 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Accept the low bid of Hardy & Harper, Inc. of Lake Forest, California in the amount of \$2,811,000;
- 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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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

Kecia R. Harper

Absent: Date:

None

Clerk of the Boar

Deputy

XC:

October 27, 2020 Transp.

3.24

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

FINANCIAL DATA	Curi	rent Fiscal Year:	Next Fiscal Y	ear:	Т	otal Cost:		Ongoing C	ost
COST	\$	2,811,000	\$	0		\$ 2,81	1,000	\$	0
NET COUNTY COST	\$	0	\$	0		\$	0	\$	0
SOURCE OF FUNDS There are no General F				Blythe	(17%)	Budg	get Adjus	tment: No	
						For F	iscal Yea	ar: 20	21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated June 23, 2020 (Agenda Item 3.35), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Lovekin Boulevard Reconstruction Project, Mesa Drive Resurfacing Project, and Hobson Way Resurfacing Project, in the Communities of River Valley, Mesa Verde and East Blythe of eastern Riverside County.

The following road limits are included in the contract:

Road Name	Begin		End	Road Segment Length	
Lovekin Boulevard	Seeley Avenue	to	4,400 feet north of Seeley Avenue	0.85 miles	
Mesa Drive	Bellwood Drive	to	Black Rock Road/ Hobson Way	0.25 miles	
Hobson Way	Florence Boulevard (West)	to	2,680 feet east of De Frain Boulevard	1.2 miles	

The three 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 bid costs associated with larger bid quantities.

Roadway resurfacing or reconstruction is needed for the roadway segments noted above due to the deteriorated pavement conditions. The Lovekin Boulevard segment will be reconstructed and the Hobson Way and Mesa Drive segments will be resurfaced, with new asphalt concrete pavement. Shoulder backing material will be placed along the shoulders to prevent the outside edge of pavement from cracking and to prevent 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.

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On April 28, 2017, Senate Bill 1 (SB1) was passed to improve the state's aging transportation infrastructure, particularly roads and bridges. Because of this, the County is now able to improve the condition of roads in need of resurfacing or reconstruction and has included them in the County Transportation Improvement Program (TIP). The Lovekin Boulevard reconstruction, Mesa Drive resurfacing, and Hobson Way resurfacing projects are three 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.

The contract includes the following schedules of work:

Base Bid 1: Lovekin Boulevard Reconstruction and associated road improvements

Base Bid 2: Mesa Drive Resurfacing and associated road improvements

Hobson Way Resurfacing and associated road improvements

Alternative Bid 1: Hobson Way Resurfacing – City of Blythe Portion

The Alternative Bid Schedule 1 includes the portion of Hobson Way resurfacing within City of Blythe (City), and the City has concurred with the bid prices proposed by Hardy & Harper, Inc. The reimbursement Agreement between the City and County will be submitted to the Board of Supervisors for approval concurrent with the award of the construction contract.

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. C1-0493, Lovekin Boulevard Reconstruction Project

C1-0618, Mesa Drive Resurfacing Project D0-0075, Hobson Way Resurfacing Project

Impact on Residents and Businesses

The purpose of this project is to rehabilitate deteriorated segments of Lovekin Boulevard, Mesa Drive, and Hobson Way, totaling approximately two miles, to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin in late fall of 2020. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

<u>Additional Fiscal Information</u>

Construction is expected to be completed in FY 2020/2021 and will be funded with Gas Tax/SB1 funds and City of Blythe.

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

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

There are no General Funds used in this project.

Contract History and Price Reasonableness

Two (2) bids were received ranging from \$2,811,000 to \$3,124,993. 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 and Harper, Inc. in the amount of \$2,811,000 which is \$159,540 (5.4%) below the Engineer's Estimate.

The Transportation Department recommends the award of the contract to the lowest responsive and responsible contractor, Hardy and Harper, Inc. for a total amount of \$2,811,000.

ATTACHMENTS:

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

Jason Farin, Principal Management Analyst 10/20/2020 Gregory V. Priamos, Director County Counsel 9/4/2020

Bid

Date: 07/10/2020

To:

County of Riverside, hereafter called "County";

Bidder:

Hardy & Harper, Inc.

(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Lovekin Boulevard Reconstruction Project, Seeley Avenue to 4,400 feet north of Seeley Avenue; and Mesa Drive Resurfacing Project, Bellwood Drive to Black Rock Road / Hobson Way; and Hobson Way Resurfacing Project, Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard, Communities of River Valley, Mesa Verde, and East Blythe; Project No. C1-0493, C1-0618, D0-0075 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

- 1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor (not by telephone or facsimile) before the time specified in the Notice Inviting Bids for the public opening of bids, this Bid constitutes an irrevocable offer for 90 calendar days after that date.
- 2. County has the right to reject any or all Bids and to waive any irregularities or informalities contained in a Bid.
- 3. To execute the Contract and deliver the Performance Bond, Payment Bond and Insurance Certificate with endorsements, that comply with the requirements set forth in the Instruction to Bidders and General Conditions, within ten (10) business days of the date of the Notice of Acceptance of Bid and Intent to Award as issued by the County.
- 4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of County; and that execution of the Contract shall constitute a written memorial thereof.
- 5. To submit to the County such information as County may require determining whether a particular Bid is the lowest responsible bid submitted.
- 6. That the accompanying Bid Bond, certified check or cashier's check is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Contract and deliver the required bonds within ten (10) business days after notice of award. If Contractor fails to execute and deliver said documents, the bond or check is to be charged with the costs of the resultant damages to the County, including but not limited to: publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done for the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
- 7. By signing this Bid the Contractor certifies that the representations made therein are made under penalty of perjury.

Lovekin Boulevard Reconstruction Project Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard Communities of River Valley, Mesa Verde, and East Blythe Project No. C1-0493, C1-0618, D0-0075

PROPOSAL

No.	CODE			UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHED	ULE 1 - Lovekin Boulevard Reconstruction Project			17	L	
1	100100	DEVELOP WATER SUPPLY		LS	1	10,000	10,000
2	120100	TRAFFIC CONTROL SYSTEM		LS	1	39,207	39,207
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500	2,500
4	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000	10,000
5	066102	DUST ABATEMENT		LS	1	5,000	5,000
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	23,343	3.00	70,029
7	190185	SHOULDER BACKING	Like 2	LF	8,242	3.50	28,847
8	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	8,634	92.00	794,328
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)		LF	170	<i>55.∞</i>	9,350
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	4,093	6.00	24,558
11	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	206	5.25	1,081.50
12	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	11	30.00	330.00
13	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	10	400.00	4,000
14	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	441	11.00	4,851
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	6,930	0.45	3,118.50
16	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	65,000.00	65,000.00
17	190101 (F)	ROADWAY EXCAVATION		CY	200	69.00	13,800.00

BASE BID SCH. 1 SUB-TOTAL: one million eignty-six thousand dollars and zero cents

\$ 1,086,000

ITEMS 1-17

"WORDS"

^{*} NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid Items cost discrepancies are submitted. Applicabble only to Base Bid Schedules 1, 3, and Alternative Bid Schedule 1. Base Bid Schedule 2 is not included.

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHEDU	JLE 2 - Mesa Drive Resurfacing Project					
18	100100	DEVELOP WATER SUPPLY		LS	1	10,000	10,000
19	120100	TRAFFIC CONTROL SYSTEM		LS	1	23,355.15	23,355.15
20	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500	2,500
21	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000	10,000
22	066102	DUST ABATEMENT		LS	1	5,000	5,000
23	190101 (F)	ROADWAY EXCAVATION		CY	1,453	69.00	1001257
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)		EA	4	900.00	3,600
25	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,070	8.00	8,560
26	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	8	100.00	800.00
27	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	6,000	6,000
28	839752	REMOVE GUARDRAIL		LF	105	45.00	4,725.00
29	390132	HOT MIX ASPHALT (TYPE A)		TON	3,223	00.011	354,530
30	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)		LF	67	55.00	3,685
31	810230	PAVEMENT MARKER (RETROREFLECTIVE)		EA	173	5.25	908.25
32	820410	SALVAGE ROADSIDE SIGN		EA	12	30.00	360.00
33	820840	ROADSIDE SIGN - ONE POST		EA	11	400.00	4,400.00
34	840515	THERMOPLASTIC PAVEMENT MARKING		SQFT	336	11.00	3,696.00
35	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	4,608	0.45	2,073.00
36	820850	ROADSIDE SIGN - TWO POST		EA	1	550.00	550,00
37	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00

BASE BID SCH. 2 SUB-TOTAL:

ITEMS 18-37

Five hundred seventy - five thousand dollars and zero \$ 575,000.00

^{*} NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply If Like Bid Items cost discrepancies are submitted. Applicabble only to Base Bid Schedules 1, 3, and Alternative Bid Schedule 1. Base Bid Schedule 2 is not included.

PROPOSAL

No.	CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCHED	ULE 3 - Hobson Way Resurfacing Project					
38	100100	DEVELOP WATER SUPPLY		LS	1	10,000	101000
39	120100	TRAFFIC CONTROL SYSTEM		LS	1	31,876.9	31,876.95
40	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500	2,500
41	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000	10,000
42	066102	DUST ABATEMENT	-	LS	1	5,000	5,000
43	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	16,470	3.00	49,410
44	190185	SHOULDER BACKING	Like 2	LF	5,720	3.50	20,020
45	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)		EA	4	900.00	3,600
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		LF	1,078	8.00	81624.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	4,843	92.00	445,556
48	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	2,806	6.00	16,836
49	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	268	5.25	1,407.00
50	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	10	30.00	300.00
51	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	10	400.00	4,000.00
52	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	53	11.00	583 00
53	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,749	0.45	51287,05.
54	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	50,000.00	50,000.00

BASE BID SCH. 3

SUB-TOTAL: ITEMS 38-54 six hundred sixty-five thousand dollars

\$ 665,000.00

"WORDS"

^{*} NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid Items cost discrepancies are submitted. Applicabble only to Base Bid Schedules 1, 3, and Alternative Bid Schedule 1. Base Bid Schedule 2 is not included.

PROPOSAL

No.	CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTER	NATIVE BID	SCHEDULE 1 - City of Blythe, Portion of Hobson Way	Resurfa	cing P	roject		
55	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	12,464	3.00	37,392.00
56	190185	SHOULDER BACKING	Like 2	LF	4,722	3.50	16,527.00
57	710200	ADJUST MANHOLE		EA	5	11211.90	6,059.80
58	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	176	22.00	3,872.00
59	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	2	6,000	12,000
60	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)		SQFT	996	27.00	26,892
61	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	3,806	92.00	350,152.00
62	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	857	6.00	5,142.00
63	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	210	5.25	1,102.50
64	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	9	30.60	270.00
65	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	400.00	3,542.00
66	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	322	11.00	3,542.00
67	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	8,886	0.45	3,998.70
68	820850	ROADSIDE SIGN - TWO POST		EA	1	550.00	550,00
69	100000	ADJUST CONCRETE ENCASED WATER VALVES		EA	13	1,100,00	14,300

ALT. BID SCH. 1

SUB-TOTAL:

Four hundred eighty-five thousand dollars and zero cents \$ 485,000.00

PROJECT TOTAL (BASE BID SCH. 1 + BASE BID SCH. 2 + BASE BID SCH. 3 + ALT. BID SCH. 1) ITEMS 1 - 69

Two million eight hundred eleven thousand dollars and \$2,811,000,00

^{*} NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9; corrections will apply if Like Bid Items cost discrepancies are submitted. Applicabble only to Base Bid Schedules 1, 3, and Alternative Bid Schedule 1. Base Bid Schedule 2 is not included.

Bidder Data and Signature

Name of Bidder: Hard	Hardy & Harper, Inc.					
Type of organization: S. Co	prporation					
Person(s) authorized to sign:	for Bidder: Michael Murray - Vice President					
Kristen S. Paulino - Corp	orate Secretary					
Tanner Hambright - Vice	President					
president, secretary, treasurer If Bidder is a Co-Partnership composing firm. If Bidder is a sole proprietors	o, state true name of firm and also names of all individual co-partners thip or an Individual , state first and last name(s) in full. It other than an owner, partner or corporate officer, Bid shall be					
Business Street Address: 32 Rancho Circle (Please include business address even if P.O. Box is						
Business City, State, Zip Cod	e: Lake Forest, CA 92630					
P.O. Box- Number:	N/A					
P.O. Box- City, State, Zip Co	de: N/A					
Phone: (714) 4	44-1851					
Facsimile: (714) 4	44-2801					
E-mail: ablanchard@har	dyandharper.com					
	Contractor's license number: 215952					
	License Classification(s): A, C-8 & C12					
	Expiration date: 12/31/2021					
Department of Industrial Rela	tions 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:

Lovekin Boulevard Reconstruction Project Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project
Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

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

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

Signature:

Name (printed):

Michael Murray

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.

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.	Pavement recycling	569352	33.63	Jurupa Valley, CA	6,43,55 Grinding Ac	V
2.	chrisp Co-	374600	306	Bloomington, CA	11-15,31-36 49-53,63-68 Stripina	
3.	1 200				5	
4.						
5.						
6.					~	

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

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

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.			=			
2.				2		
3.						
4.						
5.						
6.						

Additional Subcontractor List(s) may be attached to the Bid. (A copy of this form may be attached with additional Subcontractor information.)
Percent of work to be performed by Subcontractors:%
Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

V.060719 B9

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 foregoin	g bid. (Title) of Hardy & Harper, Inc. (Company),				
association, organization, or chas not directly or indirectly is bidder has not directly or incanyone else to put in a sham be manner, directly or indirectly	erest of, or on behalf of, any undisclosed person, partnership, company, corporation. The bid is genuine and not collusive or sham. The bidder nduced or solicited any other bidder to put in a false or sham bid. The directly colluded, conspired, connived, or agreed with any bidder or id, or that anyone shall refrain from bidding. The bidder has not in any, sought by agreement, communication, or conference with anyone to or any other bidder, or to fix any overhead, profit, or cost element of the er bidder.				
or her bid price of any breaker relative thereto, to any corpor	e bid are true. The bidder has not, directly or indirectly, submitted his down thereof, or the contents thereof, or divulged information or data ation, partnership, company, association, organization, bid depository, reof to effectuate a collusive or sham bid, and has not paid, and will not uch purpose.				
venture, limited liability comp	claration on behalf of a bidder that is a corporation, partnership, joint pany, limited liability partnership, or any other entity, hereby represents to execute, and does execute, this declaration on behalf of the bidder.				
I declare under penalty of perj that this declaration is execute	tury under the applicable laws that the foregoing is true and correct and ed on				
July(Month) 10th (Day) of 2020 (Year),				
at Lake Forest	(City), CA (State).				
Signature of Declarant:	111/1/				
Printed name of Declarant:	Michael Murray				
Name of Bidder (Company):	Hardy & Harper, Inc.				
Title or Office:	Vice President				
Note: Notarization of signature Check box if attachmen					

B10

V.060719

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 Orange)	
On July 10, 2020 before me,	Ashlie Blanchard, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Michael Murray	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(x) whose name(x) is/axe edged to me that he/ske/they executed the same in s/hxer/their signature(x) on the instrument the person(x), ted, executed the instrument.
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph s true and correct.
ASHLIE BLANCHARD COMM. #2279550	Signature A Notary Public
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	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	
Capacity(ies) Claimed by Signer(s)	Signer's Name:
Signer's Name: Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:Signer Is Representing:
organia in hoprosortung.	Signor is ricpresenting.

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 Institution Hardy & Harper, Inc.	tion (Printed)	Federal ID Number (or n/a) 95-2251022
By (Authorized Signature)	1,14	осит населения 18 г. основно в того оческого в страв постоя на страва и по в страва по страва основно остига о
Printed Name and Title of Person . Michael Murray - Vice Pres		
Date Executed 07/10/2020	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.

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

Contractor Name/Financial Institution (Printed)	
erson Signing	
Executed in	
	erson Signing

B11

SPECIFICATIONS and CONTRACT DOCUMENTS

for the

CONSTRUCTION

of

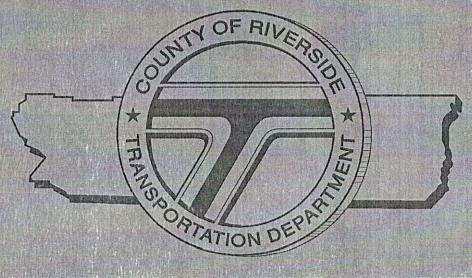
Lovekin Boulevard Reconstruction Project Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project
Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project
Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075



TRANSPORTATION DEPARTMENT

Bid Bond

Recitals:	
Lovekin Boulevard Reconstruction Project, Drive Resurfacing Project, Bellwood Drive Resurfacing Project, Florence Boulevard (V. River Valley, Mesa Verde, and East Blythe Notice Inviting Bids from the County.	"Contractor", has submitted Riverside, "County", for the construction of public work for Seeley Avenue to 4,400 feet north of Seeley Avenue; and Mesa ve to Black Rock Road / Hobson Way; and Hobson Way Vest) to 2,680 feet east of De Frain Boulevard, Communities of Project No. C1-0493, C1-0618, D0-0075 in accordance with a
 Fidelity and Deposit Company of Maryland corporation, hereafter called "Surety", is the 	
 The amount of the obligation of this bond is alternates, and inures to the benefit of Count This Bond is exorerated by (1) County rej accepted, Contractor executes the Contract a remains in full forge and effect for the recov of Contractor to actus agreed to in its Propositin the Contractor's Proposal. Surety, for value received, stipulates and agreed 	ecting said Proposal or, in the alternate, (2) if said Proposal is and furnishes the Bonds as agreed to in its Proposal, otherwise it ery of loss, damage and expense of County resulting from failure al. Some types of possible loss, damage and expense are specified rees that its obligations hereunder shall in no way be impaired or hich County may accept the Proposal and waives notice of any
Dated: July 10th, 2020 Signatures:	
Fidelity and Deposit Company of Maryland By:	By: Hardy & Harper, Inc.
Daniel Huckabay Title: Attorney in Fact "Surety"	Title: michael murray T.P. "Contractor"
STATE OFOUNTY) ss. SURETY'S ACKNOWLEDGEMENT
	known to me, or proved to me on the basis of name is subscribed to the within instrument and acknowledged to horized capacities, and that by his/her signature on the instrument he person acted, executed the instrument.
Signature of Notary Public	Notary Public (Seal)
Note: This Bond must be executed by both Contract notarized. (Attach acknowledgements).	or and Surety with corporate seal affixed. All signatures must be

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 California County of	Orange)				
On <u>07/10/2020</u>	I	before me,	1500	nn Vaccaro, Notary Put me and title of the offi		
personally appeared who proved to me on subscribed to the with his/her/their authorize person(s), or the entit	the basis of sa nin instrument a ed capacity(ies)	atisfactory evide and acknowled), and that by h	ence to be t ged to me t is/her/their	that he/she/they exect signature(s) on the in	uted the sam strument the	ne in
I certify under PENAL paragraph is true and		JRY under the	laws of the	State of California tha	at the foregoi	ing
WITNESS my hand a	and official seal			MELISSA AN COMM. #2 Notary Publi ORANGE	2241394 m ic-California w COUNTY	
Signature	1 maca	Vaccaro	(Seal)	My Comm. Expire	es May 12, 2022	

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

I, the undersigned, 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 10th day of July 2020.







Bv:

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

STATE OF CALIFORNIA DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

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

Fidelity and Deposit Company of Maryland

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

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,
Automobile, Aircraft and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.



IN WITNESS WHEREOF, effective as of the 12th day of March, 2019, I have set my hand and caused my official seal to be affixed this 12th day of March, 2019.

Ricardo Lara Insurance Commissioner

Ву

Valerie Sarfaty for Catalina Hayes-Bautista Insurance Chief Deputy

NOTICE:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California)	
County of)	
	Achlia Planchard Notary Bublia
On July 10, 2020 before me, <i>Date</i>	Here Insert Name and Title of the Officer
personally appeared Michael Murray	The of the of the office
personally appeared <u>Wildriae Wulfray</u>	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(x) whose name(x) is/axe edged to me that he/ske/they executed the same in /hxr/their signature(x) on the instrument the person(x), ed, executed the instrument.
o	certify under PENALTY OF PERJURY under the laws if the State of California that the foregoing paragraph is true and correct.
ASHLIF BLANCHARD	Signature A Signature of Notary Public
Though this section is optional, completing this i	TONAL ————————————————————————————————————
Description of Attached Document	
	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner — □ Limited □ General	□ Partner - □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other:Signer Is Representing:
Signer Is Representing:	Signer is nepresenting.

Riverside County Transportation Department

LOVEKIN BLVD RESURFACING, MESA DR RECONSTRUCTION, AND HOBSON WAY RESURFACING

Project No.(s): C1-0493, C1-0618, and D0-0075

Expenses as of:

8/19/2020

Page 1

Project Costs and Budget

Project:

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey						
Environmental		693	2,000	3,000	36,000	3,000
Design		345,622	31,000	377,000	315,000	377,000
Right-of-way						
Utilities				* 2		
Construction			2,811,000	3,094,000	1.740.000	3.093.000
Construction Contingency	10.0%		281,100	3,094,000	1,740,000	3,093,000
Construction Engineering & Inspection		4,829	558,171	563,000	510,000	563,000
Construction Survey			142,000	142,000	51,000	142,000
	Totals:	351,144	3,825,271	4,179,000	2,652,000	4,178,000

Project Funding

Code	Name		Existing Budget	Proposed Budget
221	Gas Tax / HUTA	- 25 17	1,000	1,000
223	Gas Tax / SB1		2,648,000	3,568,000
215	Proposition 1B (State bond funds- Local Roads)		3,000	3,000
703	City of Blythe	8		606,000
317		Totals	2,652,000	4,178,00

Comments	
Comments	

This is a combined Attachment "A" for all three projects.

Printed:

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BY:

Alfredo Martinez

Riverside County Transportation Department

Page 1

Project:

LOVEKIN BOULEVARD

RECONSTRUCTION

Project No.(s): C1-0493

Expenses as of.

8/19/2020

Project Costs	and Budget
---------------	------------

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey						
Environmental			1,000	1,000	7,000	1,000
Design		122,606	5,000	128,000	75,000	128,000
Right-of-way						
Utilities						
Construction		574	1,086,000	1,195,000	600.000	1,195,000
Construction Contingency	10.0%		108,600	1,133,000	000,000	1,100,000
Construction Engineering & Inspection	20.0%		218,000	218,000	105,000	218,000
Construction Survey	5.0%		55,000	55,000	15,000	55,000
	Totals:	123,180	1,473,600	1,597,000	802,000	1,597,000

Project Funding

Code	Na	me	Existing Budget	Proposed Budget
221	Gas Tax / HUTA		1,000	1,000
223	Gas Tax / SB1		801,000	1,596,00
			=	
	39.	Totals	802,000	1,597,00

Comments			
1			
- NC - R			
	DV.	Alfrada Mai	tino

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BY:

Alfredo Martinez

Riverside County Transportation Department

Page 1

Project:

MESA DRIVE RESURFACING

Project No.(s): C1-0618

Expenses as of:

8/19/2020

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey						
Environmental			1,000	1,000	7,000	1,000
Design		125,898	5,000	131,000	90,000	131,000
Right-of-way						
Utilities						
Construction			575,000	633,000	600.000	633,000
Construction Contingency	10.0%		57,500	033,000	000,000	033,000
Construction Engineering & Inspection	20.0%		115,000	115,000	105,000	115,000
Construction Survey	5.0%		29,000	29,000	25,000	29,000
	Totals:	125,898	782,500	909,000	827,000	909,000

Project Funding

Code	Name		Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)		3,000	3,000
223	Gas Tax / SB1		824,000	906,000
	*			
		Totals	827,000	909,00

Printed:

August 19,20 8:55 AM

Alfredo Martinez

Riverside County Transportation Department

HOBSON WAY RESURFACING

Project:

Project No.(s): **D0-0075** Expenses as of: 8/19/2020

Project Costs and Budget Existing Budget Total Proposed Projected Incurred **Activity** Budget Costs Costs Preliminary Survey 1,000 1,000 22,000 Environmental 693 118,000 150,000 118,000 20,000 97,118 Design Right-of-way Utilities 1,150,000 Construction 540,000 1,265,000 1,265,000 115,000 Construction Contingency 10.0%

4,829

20.0%

 5.0%
 58,000
 58,000
 11,000
 58,000

 Totals:
 102,640
 1,568,171
 1,672,000
 1,023,000
 1,672,000

230,000

225,171

Page 1

230,000

300,000

Project Funding

Construction Survey

Construction Engineering & Inspection

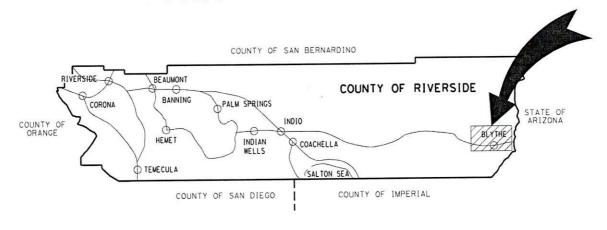
Code	Name		Existing Budget	Proposed Budget
223	Gas Tax / SB1		1,023,000	1,066,000
703	City of Blythe			606,000
		Totals	1,023,000	1,672,000

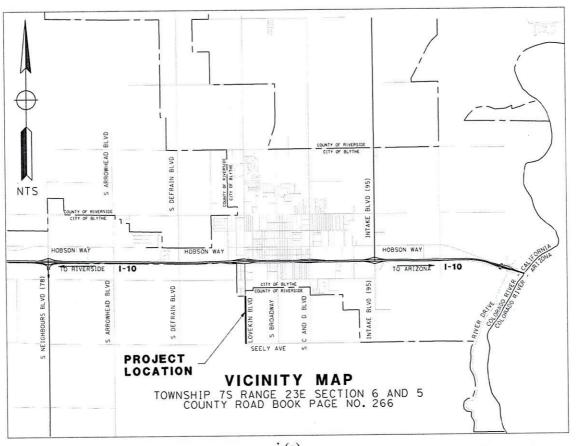
Comments	3		
Printed:	August 19,20 10:09 AM	BY:	Alfredo Martinez

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

LOVEKIN BOULEVARD RECONSTRUCTION PROJECT

SEELEY AVENUE TO 4,400 FEET NORTH OF SEELEY AVENUE COMMUNITY OF RIVER VALLEY PROJECT No. C1-0493



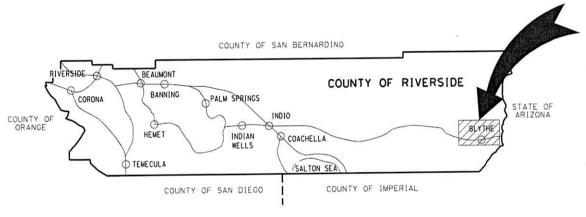


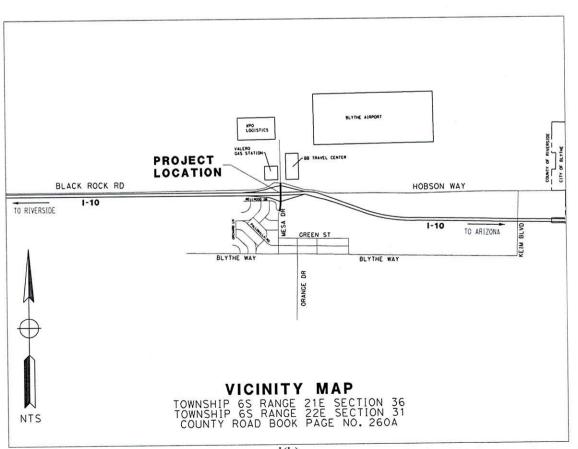
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

MESA DRIVE RESURFACING PROJECT

BELLWOOD DRIVE TO BLACK ROCK ROAD / HOBSON WAY

COMMUNITY OF MESA VERDE PROJECT No. C1-0618

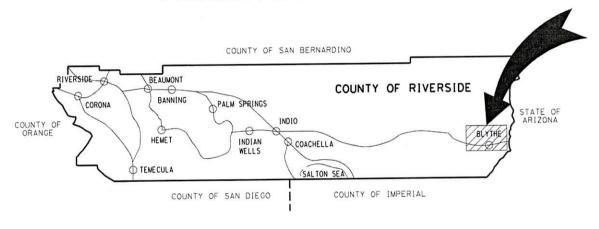


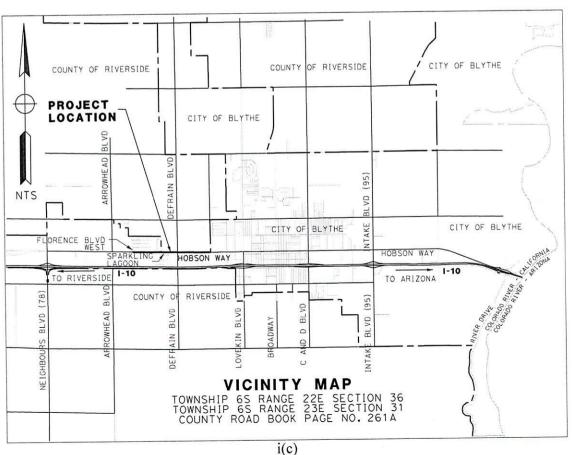


COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

HOBSON WAY RESURFACING PROJECT

FLORENCE BLVD (WEST) TO 2,680 FEET EAST OF DE FRAIN BLVD COMMUNITY OF EAST BLYTHE PROJECT No. D0-0075





PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Advertised: June 23, 2020 (Agenda Item: 3.35)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 15, 2020

	Company Name	Base Bid Schedule 1 Lovekin Boulevard Reconstruction Project	Base Bid Schedule 2 Mesa Drive Resurfacing Project	Base Bid Schedule 3 Hobson Way Resurfacing Project	Alt. Bid Schedule 1 City of Blythe Portion of Hobson Way Resurfacing Project	Project Total
	COUNTY'S ESTIMATE	1,176,623.00	533,359.00	732,809.50	527,749.00	\$2,970,540.50
1	Hardy & Harper	1,086,000.00	575,000.00	665,000.00	485,000.00	\$2,811,000.00
2	Granite Construction Co	1,206,519.05	667,909.05	755,092.60	495,472.30	\$3,124,993.00
	Average Bid Prices	\$1,146,259.53	\$621,454.53	\$710,046.30	\$490,236.15	\$2,967,996.50

PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Advertised: June 23, 2020 (Agenda Item: 3.35)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 15, 2020

COUNTY'S ESTIMATE Hardy & Harper
Lake Forest, CA 92630

BASE BID	BASE BID SCHEDULE 1 - Lovekin Boulevard Reconstruction Project							Lake Forest, CA 92	2630
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	120100	TRAFFIC CONTROL SYSTEM		LS	1	10,000.00	10,000.00	39,207.00	39,207.00
. 3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00	2,500.00	2,500.00
4	170103	CLEARING AND GRUBBING (LS)		LS	1	15,000.00	15,000.00	10,000.00	10,000.00
5	066102	DUST ABATEMENT		LS	1	10,000.00	10,000.00	5,000.00	5,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	23,343	3.00	70,029.00	3.00	70,029.00
7	190185	SHOULDER BACKING	Like 2	LF	8,242	2.00	16,484.00	3.50	28,847.00
8	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	8,634	100.00	863,400.00	92.00	794,328.00
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)		LF	170	50.00	8,500.00	55.00	9,350.00
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	4,093	20.00	81,860.00	6.00	24,558.00
11	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	206	5.00	1,030.00	5.25	1,081.50
12	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	11	150.00	1,650.00	30.00	330.00
13	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	10	350.00	3,500.00	400.00	4,000.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	441	5.00	2,205.00	11.00	4,851.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	6,930	0.50	3,465.00	0.45	3,118.50
16	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	65,000.00	65,000.00	65,000.00	65,000.00
17	190101 (F)	ROADWAY EXCAVATION		CY	200	60.00	12,000.00	69.00	13,800.00
		BASE BID 1 SUBTOTAL ITEMS 1 - 17		E 1			1,176,623.00		1,086,000.00

PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Advertised: June 23, 2020 (Agenda Item: 3.35)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 15, 2020

Bids Open: 2 pm Date: Wednesday, July 15, 2020									
BASE BID SCHEDULE 2 - Mesa Drive Resurfacing Project						COUNTY'S		1 Hardy & Harper Lake Forest, CA 92	2630
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
18	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
19	120100	TRAFFIC CONTROL SYSTEM		LS	1	10,000.00	10,000.00	23,355.15	23,355.15
20	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00	2,500.00	2,500.00
21	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
22	066102	DUST ABATEMENT		LS	1	5,000.00	5,000.00	5,000.00	5,000.00
	17000 -0000 F000			×			07.400.00		100 057 00

PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Advertised: June 23, 2020 (Agenda Item: 3.35)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 15, 2020

COUNTY'S ESTIMATE Hardy & Harper

BASE BIL	SCHEDULE	3 - Hobson Way Resurfacing Project						Hardy & Harper Lake Forest, CA 92	2630
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
38	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
39	120100	TRAFFIC CONTROL SYSTEM		LS	1	10,000.00	10,000.00	31,876.95	31,876.95
40	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00	2,500.00	2,500.00
41	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
42	066102	DUST ABATEMENT		LS	1	5,000.00	5,000.00	5,000.00	5,000.00
43	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	16,470	3.00	49,410.00	3.00	49,410.00
44	190185	SHOULDER BACKING	Like 2	LF	5,720	2.00	11,440.00	3.50	20,020.00
45	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)		EA	4	2,500.00	10,000.00	900.00	3,600.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		LF	1,078	20.00	21,560.00	8.00	8,624.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	4,843	100.00	484,300.00	92.00	445,556.00
48	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	2,806	20.00	56,120.00	6.00	16,836.00
49	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	268	5.00	1,340.00	5.25	1,407.00
50	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	10	150.00	1,500.00	30.00	300.00
51	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	10	350.00	3,500.00	400.00	4,000.00
52	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	53	5.00	265.00	11.00	583.00
53	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,749	0.50	5,874.50	0.45	5,287.05
54	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	50,000.00	50,000.00	50,000.00	50,000.00
		BASE BID 3 SUBTOTAL ITEMS 38-54					732,809.50		665,000.00

PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Advertised: June 23, 2020 (Agenda Item: 3.35)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 15, 2020

	ALTERNATIVE BID SCHEDULE 1 - City of Blythe, Portion of Hobson Way Resurfacing Project					COUNTY'S	ESTIMATE	Hardy & Harper Lake Forest, CA 92	630
ITEM NO.	continues to the continue	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
55	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	12,464	3.00	37,392.00	3.00	37,392.00
56	190185	SHOULDER BACKING	Like 2	LF	4,722	2.00	9,444.00	3.50	16,527.00
57	710200	ADJUST MANHOLE		EA	5	1,500.00	7,500.00	1,211.96	6,059.80
58	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	176	35.00	6,160.00	22.00	3,872.00
59	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	2	5,000.00	10,000.00	6,000.00	12,000.00
60	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)		SQFT	996	35.00	34,860.00	27.00	26,892.00
61	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	3,806	100.00	380,600.00	92.00	350,152.00
62	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	857	20.00	17,140.00	6.00	5,142.00
63	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	210	5.00	1,050.00	5.25	1,102.50
64	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	9	150.00	1,350.00	30.00	270.00
65	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	350.00	2,800.00	400.00	3,200.00
66	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	322	5.00	1,610.00	11.00	3,542.00
67	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	8,886	0.50	4,443.00	0.45	3,998.70
68	820850	ROADSIDE SIGN - TWO POST		EA	1	400.00	400.00	550.00	550.00
69	100000	ADJUST CONCRETE ENCASED WATER VALVES		EA	13	1,000.00	13,000.00	1,100.00	14,300.00
		ALT. BID SCHEDULE 1 SUBTOTAL ITEMS 55-69					527,749.00		485,000.00

PROJECT TOTAL	2,970,540.50	2,811,000.00
ITEMS 1 - 69		S883 W.

Riverside County Transportation Department PROJECT: Lovekin Boulevard Reconstruction Project **Summary of Bids** Seeley Avenue to 4,400 feet north of Seeley Avenue, and Mesa Drive Resurfacing Project Bellwood Drive to Black Rock Road / Hobson Way, and Hobson Way Resurfacing Project Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard Advertised: June 23, 2020 (Agenda Item: 3.35) Communities of River Valley, Mesa Verde, and East Blythe Addenda: None Bids Open: 2 pm Date: Wednesday, July 15, 2020 Project No. C1-0493, C1-0618, D0-0075 **Granite Construction Co** Indio, CA 92203 BASE BID SCHEDULE 1 - Lovekin Boulevard Reconstruction Project Like Bid ITEM CODE UNITS QUANTITY **BID UNIT PRICE BID ESTIMATE** ITEM NO. CONTRACT ITEM LS 10,000.00 10,000.00 1 100100 DEVELOP WATER SUPPLY 1 LS 51,000.00 51,000.00 1 2 120100 TRAFFIC CONTROL SYSTEM LS 2,500.00 2,500.00 3 130300 PREPARE STORM WATER POLLUTION PREVENTION PLAN 15,000.00 15,000.00 4 170103 CLEARING AND GRUBBING (LS) LS DUST ABATEMENT LS 1 34,685.00 34,685.00 5 066102 Like 1 SQYD 23,343 2.85 66,527.55 6 011505 GRINDING ASPHALT CONCRETE IN PLACE 7 190185 SHOULDER BACKING Like 2 LF 8,242 1.25 10,302.50 8.634 102.00 880,668.00 Like 3 TON 8 390132 HOT MIX ASPHALT (TYPE A) LF 9 017309 MINOR CONCRETE (TYPE "D" CURB) (CRS 204) 170 100.00 17,000.00 SQFT 4,093 4.00 16,372.00 013908 ASPHALT CONCRETE DRIVEWAY Like 4 10 206 1,236,00 11 810230 PAVEMENT MARKER (RETROREFLECTIVE) Like 5 EA 6.00 80.00 880.00 12 820410 SALVAGE ROADSIDE SIGN Like 6 EA 11 426.00 4,260.00 13 820840 ROADSIDE SIGN - ONE POST Like 7 EA 10 SQFT 4,851.00 Like 8 441 11.00 14 840515 THERMOPLASTIC PAVEMENT MARKING Like 9 LF 6,930 0.90 6,237.00 15 840656 PAINT TRAFFIC STRIPE (2-COAT) 65,000.00 65,000.00 16 010602 MISCELLANEOUS WORK (AS DIRECTED) FA 1 200 20,000.00 ROADWAY EXCAVATION CY 100,00 17 190101 (F) **BASE BID 1 SUBTOTAL**

ITEMS 1 - 17

1,206,519.05

Advertised: June 23, 2020 (Agenda Item: 3.35)

Addenda: None

PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Tiobson way i

Indio, CA 92203

Bids Open: 2 pm Date: Wednesday, July 15, 2020 Project No

2 Granite Construction Co

BASE BID SCHEDULE 2 - Mesa Drive Resurfacing Project

ITEM NO.	ITEM CODE	CONTRACTITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE		
18	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00		11
19	120100	TRAFFIC CONTROL SYSTEM		LS	1	51,000.00	51,000.00		
20	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00		
21	170103	CLEARING AND GRUBBING (LS)		LS	1	15,000.00	15,000.00		
22	066102	DUST ABATEMENT		LS	1	35,000.00	35,000.00		
23	190101 (F)	ROADWAY EXCAVATION		CY	1,453	100.00	145,300.00		11
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)		EA	4	2,000.00	8,000.00		·- E
25	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,070	6.00	6,420.00		
26	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	8	30.00	240.00		
27	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	7,500.85	7,500.85		
28	839752	REMOVE GUARDRAIL		LF	105	55.00	5,775.00		
29	390132	HOT MIX ASPHALT (TYPE A)		TON	3,223	102.00	328,746.00	'	
30	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)		LF	67	100.00	6,700.00	E1	
31	810230	PAVEMENT MARKER (RETROREFLECTIVE)		EA	173	6.00	1,038.00		
32	820410	SALVAGE ROADSIDE SIGN		EA	12	80.00	960.00		
33	820840	ROADSIDE SIGN - ONE POST		EA	11	426.00	4,686.00		
34	840515	THERMOPLASTIC PAVEMENT MARKING		SQFT	336	11.00	3,696.00	¥.	
35	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	4,608	0.90	4,147.20		
36	820850	ROADSIDE SIGN - TWO POST		EA	1	1,200.00	1,200.00		
37	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00		
8		BASE BID 2 SUBTOTAL ITEMS 18-37				Ÿ	667,909.05		

Copy of LovekinBlvd.MesaDr.HobsonWy(C1-0493C1-0618D0-0075).1: Summary Web Updated: 7/15/20

Riverside County Transportation Department Summary of Bids

PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Advertised: June 23, 2020 (Agenda Item: 3.35)

Bids Open: 2 pm Date: Wednesday, July 15, 2020

Granite Construction Co Indio, CA 92203

BASE BID SCHEDULE 3 - Hobson Way Resurfacing Project

Addenda: None

ITEM NO.	ITEM CODE	CONTRACTITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE		
38	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00		
39	120100	TRAFFIC CONTROL SYSTEM	8	LS	1	51,000.00	51,000.00		10
40	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00		82
41	170103	CLEARING AND GRUBBING (LS)		LS	1	15,000.00	15,000.00		
42	066102	DUST ABATEMENT		LS	1	35,000.00	35,000.00		
43	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	16,470	2.85	46,939.50		
44	190185	SHOULDER BACKING	Like 2	LF	5,720	1.25	7,150.00		8
45	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)		EA	4	2,000.00	8,000.00		
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		LF	1,078	6.00	6,468.00		
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	4,843	102.00	493,986.00		
48	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	2,806	4.00	11,224.00		5 5
49	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	268	6.00	1,608.00		w 7
50	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	10	80.00	800.00	e	9
51	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	10	426.00	4,260.00	38	
52	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	53	11.00	583.00		4
53	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,749	0.90	10,574.10		
54	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	50,000.00	50,000.00		
		BASE BID 3 SUBTOTAL ITEMS 38-54					755,092.60		

Riverside County Transportation Department Summary of Bids

PROJECT: Lovekin Boulevard Reconstruction Project

Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project

Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project

Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Advertised: June 23, 2020 (Agenda Item: 3.35)

Addenda: None

Bids Open: 2 pm Date: Wednesday, July 15, 2020

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Indio, CA 92203

Granite Construction Co

ALTERNATIVE BID SCHEDULE 1 - City of Blythe, Portion of Hobson Way Resurfacing Project

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE		
55	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	12,464	2.85	35,522.40		
56	190185	SHOULDER BACKING	Like 2	LF	4,722	1.25	5,902.50		
57	710200	ADJUST MANHOLE		EA	5	2,000.00	10,000.00		1.
58	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	176	15.00	2,640.00	-	
59	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	2	2,500.00	5,000.00		
60	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)		SQFT	996	15.00	14,940.00		11
61	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	3,806	102.00	388,212.00		-1
62	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	857	4.00	3,428.00		
63	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	210	6.00	1,260.00		
64	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	9	80.00	720.00		
65	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	426.00	3,408.00		l d
66	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	322	11.00	3,542.00		0.0 0.0
67	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	8,886	0.90	7,997.40		
68	820850	ROADSIDE SIGN - TWO POST		EA	1	1,200.00	1,200.00		
69	100000	ADJUST CONCRETE ENCASED WATER VALVES		EA	13	900.00	11,700.00		
		ALT. BID SCHEDULE 1 SUBTOTAL ITEMS 55-69					495,472.30		

PROJECT TOTAL	3,124,993.00	
ITEMS 1 - 69	3,124,333.00	

Riverside County Contract No. 20-08-004

Contract

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

WITNESSETH

Recitals:

- Contractor has submitted to County his Contractor's Proposal for the construction of County Project, <u>Lovekin Boulevard Reconstruction Project</u>, <u>Seeley Avenue to 4,400 feet north of Seeley Avenue</u>; and <u>Mesa Drive Resurfacing Project</u>, <u>Bellwood Drive to Black Rock Road / Hobson Way</u>; and <u>Hobson Way Resurfacing Project</u>, <u>Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard</u>, <u>Communities of River Valley</u>, <u>Mesa Verde</u>, and <u>East Blythe</u>; <u>Project No. C1-0493</u>, <u>C1-0618</u>, <u>D0-0075</u>, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
- 2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of 2018 as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda (none), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

V.060719

Page 1 of 7

OCT 2 7 2020 3.24

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

Lovekin Boulevard Reconstruction Project Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Lovekin Boulevard Reconstruction Project							
1	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00
2	120100	TRAFFIC CONTROL SYSTEM		LS	1	39,207.00	39,207.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00
4	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
5	066102	DUST ABATEMENT		LS	1	5,000.00	5,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	23,343	3.00	70,029.00
7	190185	SHOULDER BACKING	Like 2	LF	8,242	3.50	28,847.00
8	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	8,634	92.00	794,328.00
9	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	3	LF	170	55.00	9,350.00
10	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	4,093	6.00	24,558.00
11	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	206	5.25	1,081.50
12	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	11	30.00	330.00
13	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	10	400.00	4,000.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	441	11.00	4,851.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	6,930	0.45	3,118.50
16	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	65,000.00	65,000.00
17	190101 (F)	ROADWAY EXCAVATION		CY	200	69.00	13,800.00

BASE BID SCHEDULE 1: ITEMS 1 – 17

One million, eighty six thousand dollars and zero cents

\$1,086,000.00

"WORDS"

Contract (Continued)

ITEM	ITEM	ITEM	Like Bid	UNIT	ESTIMATED	ITEM PRICE	TOTAL
No.	CODE	0 25.200	Items		QUANTITY	(IN FIGURES)	(IN FIGURES)
BASE	BID SCHI	EDULE 2 - Mesa Drive Resurfacing Proje	ct				
18	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00
19	120100	TRAFFIC CONTROL SYSTEM		LS	1	23,355.15	23,355.15
20	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00
21	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
22	066102	DUST ABATEMENT		LS	1	5,000.00	5,000.00
23	190101 (F)	ROADWAY EXCAVATION	æ	CY	1,453	69.00	100,257.00
24	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)		EA	4	900.00	3,600.00
25	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)		LF	1,070	8.00	8,560.00
26	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)		SQYD	8	100.00	800.00
27	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)		EA	1	6,000.00	6,000.00
28	839752	REMOVE GUARDRAIL		LF	105	45.00	4,725.00
29	390132	HOT MIX ASPHALT (TYPE A)		TON	3,223	110.00	354,530.00
30	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)		LF	67	55.00	3,685.00
31	810230	PAVEMENT MARKER (RETROREFLECTIVE)		EA	173	5.25	908.25
32	820410	SALVAGE ROADSIDE SIGN		EA	12	30.00	360.00
33	820840	ROADSIDE SIGN - ONE POST		EA	11	400.00	4,400.00
34	840515	THERMOPLASTIC PAVEMENT MARKING		SQFT	336	11.00	3,696.00
35	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	4,608	0.45	2,073.60
36	820850	ROADSIDE SIGN - TWO POST		EA	1	550.00	550.00
37	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	30,000.00	30,000.00

BASE BID SCHEDULE 2: ITEMS 18 – 37

Five hundred seventy five thousand dollars and zero cents "WORDS"

\$ 575,000.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE	BID SCH	DULE 3 - Hobson Way Resurfacing Proj	ject				
38	100100	DEVELOP WATER SUPPLY		LS	1	10,000.00	10,000.00
39	120100	TRAFFIC CONTROL SYSTEM		LS	1	31,876.95	31,876.95
40	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	2,500.00	2,500.00
41	170103	CLEARING AND GRUBBING (LS)		LS	1	10,000.00	10,000.00
42	066102	DUST ABATEMENT		LS	1	5,000.00	5,000.00
43	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	16,470	3.00	49,410.00
44	190185	SHOULDER BACKING	Like 2	LF	5,720	3.50	20,020.00
45	013902	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)		EA	4	900.00	3,600.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		LF	1,078	8.00	8,624.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	4,843	92.00	445,556.00
48	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	2,806	6.00	16,836.00
49	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	268	5.25	1,407.00
50	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	10	30.00	300.00
51	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	10	400.00	4,000.00
52	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	53	11.00	583.00
53	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	11,749	0.45	5,287.05
54	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	50,000.00	50,000.00

BASE BID SCHEDULE 3: ITEMS 38 – 54

Six hundred sixty five thousand dollars and zero cents

\$ 665,000.00

"WORDS"

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTE	RNATIVE	BID SCHEDULE 1 - City of Blythe, Portion	n of Hobs	on Way I	Resurfacing F	Project	
55	011505	GRINDING ASPHALT CONCRETE IN PLACE	Like 1	SQYD	12,464	3.00	37,392.00
56	190185	SHOULDER BACKING	Like 2	LF	4,722	3.50	16,527.00
57	710200	ADJUST MANHOLE		EA	5	1,211.96	6,059.80
58	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)		SQFT	176	22.00	3,872.00
59	017316	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)		EA	2	6,000.00	12,000.00
60	017317	MINOR CONCRETE (CROSS- GUTTER AND SPANDREL)		SQFT	996	27.00	26,892.00
61	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	3,806	92.00	350,152.00
62	013908	ASPHALT CONCRETE DRIVEWAY	Like 4	SQFT	857	6.00	5,142.00
63	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 5	EA	210	5.25	1,102.50
64	820410	SALVAGE ROADSIDE SIGN	Like 6	EA	9	30.00	270.00
65	820840	ROADSIDE SIGN - ONE POST	Like 7	EA	8	400.00	3,200.00
66	840515	THERMOPLASTIC PAVEMENT MARKING	Like 8	SQFT	322	11.00	3,542.00
67	840656	PAINT TRAFFIC STRIPE (2-COAT)	Like 9	LF	8,886	0.45	3,998.70
6	820850	ROADSIDE SIGN - TWO POST		EA	1	550.00	550.00
69	100000	ADJUST CONCRETE ENCASED WATER VALVES		EA	13	1,100.00	14,300.00

ALT. BID		
SCHEDULE 1:	Four hundred eighty five thousand dollars and zero cents	\$ 485,000.00
ITEMS 55-69	"WORDS"	<u> </u>

PROJECT
TOTAL: Two million, eight hundred eleven thousand dollars and zero cents
ITEMS 1- 69

"WORDS"

\$2,811,000.00

Lovekin Boulevard Reconstruction Project Seeley Avenue to 4,400 feet north of Seeley Avenue, and

Mesa Drive Resurfacing Project Bellwood Drive to Black Rock Road / Hobson Way, and

Hobson Way Resurfacing Project Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard

Communities of River Valley, Mesa Verde, and East Blythe

Project No. C1-0493, C1-0618, D0-0075

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

BY: M. M. Supervisors	HARDY & HARPER, INC. BY: Mighael Murray
DATED: 0CT 2 7 2020	TITLE: Vice President (If Corporation, affix Seal)
ATTEST: Kecia R. Harper, Clerk of the Board	ATTEST:
BY: PHSULARUSSI	TITLE: Corporate Secretary
Deputy	Licensed in accordance with an act providing for the registration of Contractors,
	License No.: 215952
FORM APPROVED COUNTY COUNSEL	Federal Employer Identification Number:
KRISTINE BELL-VALDEZ DATE	95-2251022
	Department of Industrial Relations Registration Number:
	1000000076
BY	
"County"	"Corporation" (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California)
County of Orange)
On August 10, 2020 before me,	Ashlie Blanchard, Notary Bublic
Date	Here Insert Name and Title of the Officer
personally appeared Michael Murray and Kriste	
- Institution of the state of t	Name(s) of Signer(s)
subscribed to the within instrument and acknow	
	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 ORANGE COUNTY My Comm. Expires March 3, 2023	Signature of Notary Public
Place Notary Seal Above	PTIONAL -
Though this section is optional, completing this	is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Th	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Cignor's Name
Signer's Name: □ Corporate Officer — Title(s):	_ Signer's Name: □ Corporate Officer — Title(s):
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
□ Other: Signer Is Representing:	☐ Other:
organica to representing.	olulier is Redresenting:

Performance Bond

-			
ĸ	eci	ta	G.
7,	CCI	ıa	13.

	Hardy & Harper, Inc. (Contractor) ha (County) for construction of public work Avenue to 4,400 feet north of Seeley Avenue to Black Rock Road / Hobson Way; at (West) to 2,680 feet east of De Frain Bou Blythe; Project No. C1-0493, C1-0618, I	known as Lovekin Bou enue; and Mesa Drive nd Hobson Way Resu levard, Communities o	levard Reconstruction Project, Seeley Resurfacing Project, Bellwood Drive rfacing Project, Florence Boulevard
2.	is the Surety under this Bond.		corporation (Surety),
	eement:		
We, Cou	Contractor as Principal and Surety as S nty, as obligee, as follows:	Surety, jointly and seve	rally agree, state, and are bound unto
	1. The amount of the obligation of this of \$2,811,000.00 (two million, eight inures to the benefit of County.	Bond is 100% of the entry hundred eleven the	stimated contract price for the Project pusand dollars and zero cents) and
1	 This Bond is exonerated by Contrac conformance with the Contract Docu effect for the recovery of loss, damag to so act. All of said Contract Docun 	ments for this project, ge and expense of Coun	otherwise it remains in full force and ty resulting from failure of Contractor
	3. This obligation is binding on our succ	cessors and assigns.	
2	work to be performed thereunder shal	he terms and requireme I affect its obligations h	lange, time extension, prepayment to ents of the Contract Documents or the tereunder and waives notice as to such y more than 10% without approval of
THI	S BOND is executed as of		
Ву_		Ву	
Ву_		Type Name	
			Its Attorney in Fact "Surety"
	"Contractor"		
	(Corporate Seal)		(Corporate Seal)

NOTE:

This Bond must be executed by both parties with corporate seal affixed. <u>All</u> signatures must be acknowledged. (Attach acknowledgements).

V.060719

Payment Bond

(Public Works - Civil Code §9550 et seq.) The makers of this Bond are Hardy & Harper, Inc., as Principal and Original Contractor _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$2,811,000.00 (two million, eight hundred eleven 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 Lovekin Boulevard Reconstruction Project, Seeley Avenue to 4,400 feet north of Seeley Avenue; and Mesa Drive Resurfacing Project, Bellwood Drive to Black Rock Road / Hobson Way; and Hobson Way Resurfacing Project, Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard, Communities of River Valley, Mesa Verde, and East Blythe; Project No. C1-0493, C1-0618, D0-0075. The beneficiaries of this Bond are as is stated in 9554 of the Civil Code and requirements and conditions of this Bond are as is set forth in 9554, 9558, 9560 and 9564 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract. Dated: _____ Original Contractor – Principal Surety Title _____ (If corporation, affix seal) Its Attorney In Fact (Corporate Seal) (Corporate Seal) STATE OF ss. SURETY'S ACKNOWLEDGEMENT COUNTY On _____ before me, _____ personally , 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).

V.060719

MINUTES OF THE SPECIAL MEETING OF HARDY & HARPER, INC.

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 28, 2020, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

Pursuant to the provisions and bylaws, DANIEL MAAS as Chief Financial Officer and KRISTEN PAULINO, as Secretary of the Corporation, presided over the meeting.

The purpose of the meeting was to nominate and elect two additional Vice-Presidents of the Company.

Present at the meeting were all of the Directors of the Corporation:

DANIEL MAAS
STEVEN M. KIRSCHNER
KRISTEN S. PAULINO
TESSA MAAS

DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, STEVE KIRSCHNER was re-elected Vice-President, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations Manager for the corporation with authority to sign contracts on behalf of the corporation and authorized to sign checking and bank accounts on behalf of the corporation where the corporation has established bank and checking accounts.

There being no further business it was moved second and carried that the meeting be adjourned.

DATED: January 2020

DANIEL. MAAS, Director/President

STEVEN M. KIRSCHNER, Director/Vice-President

KRISTEN PAULINO, Director/Secretary

TESSA MAAS, Director

Performance Bond

Bond No. 7663969 Premium: \$13,861.00

Recitals:

Hardy & Harper, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as <u>Lovekin Boulevard Reconstruction Project</u>, <u>Sceley Avenue to 4,400 feet north of Seeley Avenue</u>; and <u>Mesa Drive Resurfacing Project</u>, <u>Bellwood Drive to Black Rock Road / Hobson Way</u>; and <u>Hobson Way Resurfacing Project</u>, <u>Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard</u>, <u>Communities of River Valley</u>, <u>Mesa Verde</u>, and <u>East Blythe</u>; <u>Project No. C1-0493</u>, <u>C1-0618</u>, <u>D0-0075</u>.

2.	Fidelity and Deposit Company of Maryland, a	Illinois	c	orporation	(Surety)
	is the Surety under this Bond.			porumon	(Surety)

Agreement:

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

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$2,811,000.00 (two million, eight hundred eleven thousand dollars and zero cents) and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

2020 Fidelity and Deposit Company of Maryland		
Ву		
Type Name Dwight Reilly		
Its Attorney in Fact		
"Surety"		

NOTE: T

This Bond must be executed by both parties with corporate seal affixed. <u>All</u> 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.

validity of that document		
State of California County of Ora	ange)	
On <u>08/04/2020</u>	before me,	Melissa Ann Vaccaro, Notary Public (insert name and title of the officer)
subscribed to the within in his/her/their authorized ca	pasis of satisfactory evidestrument and acknowle pacity(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 C paragraph is true and corn		e laws of the State of California that the foregoing
Signature Melissa An	OmyVaccoro	MELISSA ANN VACCARO COMM. #2241394 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2022

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.







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

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange)	
County of	
On August 4, 2020 before me,	Ashlie Blanchard, Notary Public ,
Date	Here Insert Name and Title of the Officer
personally appeared Michael Murray and Kristen	Paulino
	Name(s) of Signer(s)
subscribed to the within instrument and acknow his/her/their authorized capacity(ies), and that by hor the entity upon behalf of which the person(s) are	rledged to me that he/ske/they executed the same in bis/hær/their signature(s) on the instrument the person(s), cted, executed the instrument. I certify under PENALTY OF PERJURY under the laws
	of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
ASHLIE BLANCHARD COMM. #2279550 Notary Public-California	Signature Of Notary Public
My Comm. Expires March 3, 2023	Signature of Notary Public
Place Notary Seal Above	
	TIONAL
Though this section is optional, completing this fraudulent reattachment of this	s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other That	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

This bond was issued in two (2) original counterparts

Bond No. 7663969

Payment Bond

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

The makers of this Bond are <u>Hardy & Harper</u>, <u>Inc.</u>, as Principal and Original Contractor and <u>Fidelity and Deposit Company of Maryland</u>, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$2,811,000.00 (two million, eight hundred eleven 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 <u>Lovekin Boulevard Reconstruction Project</u>, Seeley Avenue to 4,400 feet north of Seeley Avenue; and Mesa Drive Resurfacing Project, Bellwood Drive to Black Rock Road / Hobson Way; and Hobson Way Resurfacing Project, Florence Boulevard (West) to 2,680 feet east of De Frain Boulevard, Communities of River Valley, Mesa Verde, and East Blythe; Project No. C1-0493, C1-0618, D0-0075.

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

Dated: August 4th, 2020	Hardy & Harper, Inc.
	Original Contractor – Principal
Fidelity and Deposit Company of Maryland	By M
Surety	Michael Murray
Ву	Title Vice President
Dwight Reilly, Its Attorney In Fact	(If corporation, affix seal)
(Corporate Seal)	(Corporate Seal)
CT A TE	
STATE OF	
COUNTY	ss. SURETY'S ACKNOWLEDGEMENT
OF	
On before me,	personally
appeared,	, known to me, or proved to me on the basis of the name is subscribed to the within instrument and
acknowledged to me that he executed the same i	e name is subscribed to the within instrument and in his authorized capacities, and that by his signature on alf of which the person acted, executed the instrument.
	and the person delea, exceded the moralment.
WITNESS my hand and official seal.	
Signature of Notary Public	Notary Public (Seal)
NOTE: This Bond must be executed by bot	h parties with corporate seal affixed. All signatures

must be acknowledged. (Attach acknowledgements).

ACKNOWLEDGMENT

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

State of California County of	Orange	1	
County of	Orange		
On 08/04/2020	be	efore me,	Melissa Ann Vaccaro, Notary Public
			(insert name and title of the officer)
personally appeared		Dwight Reilly	y
subscribed to the with his/her/their authorized person(s), or the entited	hin instrument ar ed capacity(ies), ity upon behalf of	nd acknowled and that by h which the po	lence 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 erson(s) acted, executed the instrument. Iaws of the State of California that the foregoing
paragraph is true and	d correct.		
WITNESS my hand a	and official seal.	\	MELISSA ANN VACCARO COMM. #2241394 Notary Public-California ORANGE COUNTY
Signature	Lindoce	becar	(Seal)
Melis	sa Ann Vaccaro		

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.







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

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

notance a. Dunn

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific	cate verifies only the identity of the individual who signed the
document to which this certificate is attached, and not	
State of California)	
County of Orange	
On August 4, 2020 before me, Date	Here Insert Name and Title of the Officer
personally appeared Michael Murray	THOSE MOOR HAME AND THE OF THE CHIEGO
personally appeared <u>initinael multay</u>	Name(s) of Signer(s)
subscribed to the within instrument and acknow	
	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 ORANGE COUNTY My Comm. Expires March 3, 2023	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	
	Document Date:
Number of Pages: Signer(s) Other Th	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator	☐ Individual☐ Attorney in Fact☐ Guardian or Conservator
☐ Other:	
Signer Is Representing:	Signer Is Representing:
X2020202000000000000000000000000000000	alatalatatatatatatatatatatatatatatatata



COMPANY PROFILE

Company Profile Company Search

Company Information

Company Search

Results

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

39306

2479-4

01/01/1982

ILLINOIS

UNLIMITED-NORMAL

Property & Casualty

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

Information Old Company Names

Company

Agent for Service

Old Company Names

Reference Information

California Company ID #:

Date Authorized in California:

CA 95833-3505

Effective Date

Reference Information

NAIC Group List Lines of Business **Agent For Service**

Sacramento

NAIC #:

License Status:

Company Type:

State of Domicile:

Melissa DeKoven 2710 Gateway Oaks Drive, Suite 150N

Workers' Compensation

Complaint and Request for Action/Appeals Contact Information

Financial Statements

PDF's

Annual Statements

Quarterly Statements

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NAIC Group #:

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0212

ZURICH INS GRP

Lines Of Business

NAIC Group List

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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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

State of California County of	Orange)	
On <u>08/04/2020</u>		_ before me,	Melissa Ann Vaccaro, Notary Public (insert name and title of the officer)
	the basis of	satisfactory evid	idence to be the person(s) whose name(s) is/are
his/her/their authorize	ed capacity(i	es), and that by	edged 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 PENA paragraph is true and		JURY under the	e laws of the State of California that the foregoing
WITNESS my hand a	and official se	eal.	MELISSA ANN VACCARO COMM. #2241394 Motary Public-California
Signature W Q	Down	mbacan	ORANGE COUNTY My Comm. Expires May 12, 2022

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.







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

By: Robert D. Murray Vice President

By: Dawn E. Brown

Secretary

State of Maryland County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

Constance a. Dunn

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not t	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California)	
County of Orange)	
On August 4, 2020 before me, Date	Here Insert Name and Title of the Officer
personally appeared <u>Michael Murray</u>	Name(s) of Signer(s)
subscribed to the within instrument and acknow	
	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 ORANGE COUNTY My Comm. Expires March 3, 2023	Signature Ashui Blanchard Signature of Notary Public
Place Notary Seal Above	PTIONAL
Though this section is optional, completing this	is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	
	Document Date:
Number of Pages: Signer(s) Other That	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:
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COMPANY PROFILE

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Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY SCHAUMBURG, IL 60196

800-382-2150

Effective Date

Old Company Names

Agent For Service

Melissa DeKoven

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

Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #:

0212

ZURICH INS GRP

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

CREDIT

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT.

ALL LOCATIONS

Project No. C1-0493, C1-0618, D0-0075

(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 the contrary:

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.

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

7. Separation Of Insureds

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

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

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

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

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

This condition does not apply to Coverage C.

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

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

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

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

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

4. "Auto" means:

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

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

5. "Bodily injury" means physical:

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

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

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a.
 - (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

Philip Say

Project No. C1-0493, C1-0618, D0-0075

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

Philip Siday

Project No. C1-0493, C1-0618, D0-0075

- 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.

Project No. C1-0493, C1-0618, D0-0075

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Named Insured:

Hardy & Harper, Inc.

Endorsement Effective Date:

10/01/2019

SCHEDULE

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

WHERE REQUIRED BY WRITTEN CONTRACT.

Project No. C1-0493, C1-0618, D0-0075

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: Hardy & Harper, Inc.

Endorsement Effective Date: 10/01/2019

SCHEDULE

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

As Required by Written Contract

Project No. C1-0493, C1-0618, D0-0075

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.

POLICY NUMBER: 54310018

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

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:

- e. 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:

Philip S. My

Form: 16-02-0292 (Rev. 11-16)

Page 1 of 3

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- 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. Any:
 - 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;
- \$2,500 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.

- 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

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Page 2 of 3

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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:

- 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.

Philip Say

Project No. C1-0493, C1-0618, D0-0075

Form: 16-02-0292 (Rev. 11-16)

Page 3 of 3

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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

(DATE)

at 12:01 A. M. standard time, forms a part of

Policy No. 54310019

of the

FEDERAL INSURANCE COMPANY (NAME OF INSURANCE COMPANY)

issued to Hardy & Harper, Inc.

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

WHERE REQUIRED BY WRITTEN CONTRACT.

Job Description

WHERE REQUIRED BY WRITTEN CONTRACT.

Project No. C1-0493, C1-0618, D0-0075



ALLIED WORLD NATIONAL ASSURANCE COMPANY

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

FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

Policy No: 0311-6679

New/Renewal of: 0311-6679

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

DECLARATIONS

ITEM 1:

NAMED INSURED:

Hardy & Harper, Inc.

ADDRESS:

32 Rancho Circle Lake Forest, CA 92630

ITEM 2.

POLICY PERIOD:

From: December 31, 2019 To: October 1, 2020

[12:01 A.M. standard time at the address stated in Item 1. (b) above]

ITEM 3.

RETROACTIVE DATE:

N/A

ITEM 4:

LIMITS OF THIS INSURANCE:

US\$10,000.000 (a)

Each Occurrence Limit

US\$10,000,000 (b)

Products-Completed Operations Aggregate Limit

(c) US\$10,000,000 Other Aggregate Limit (where applicable)

ITEM 5:

LIMITS OF UNDERLYING EXCESS INSURANCE:

US\$1,000,000

Each Occurrence Limit

US\$2,000,000

Products-Completed Operations Aggregate Limit

Other Aggregate Limit (where applicable) Premium

\$140,000.00

US\$2,000,000

Company Fee \$0.00

ITEM 6: FOLLOWED POLICY:

Broker Fee

\$4,000.00

Company:

Executive Risk Indemnity, Inc.

Inspection Fee \$0.00 State Tax \$4,200.00

Policy Number:

54309997-00

Stamp Fee \$280.00

Coverage:

General Liability

Total \$148,480.00

Policy Period:

From: July 15, 2019 To: July 15, 2020

CA SL Lic.#0592033

Limits of Liability: US\$1,000,000

Each Occurrence Limit

US\$2,000,000 US\$2,000,000

Products-Completed Operations Aggregate Limit

Other Aggregate Limit (where applicable)

ITEM 7:

MINIMUM AND ADVANCE PREMIUM:

US\$140,000

(b) MINIMUM EARNED PREMIUM: US\$49,000

ITEM 8. NOTICES TO THE COMPANY:

(a) All notices of occurrence, claim, suit, or proceeding:

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.

ATTN: CLAIMS DEPARTMENT

199 WATER STREET, 29TH FLOOR

NEW YORK, NY 10038

FACSIMILE: 646-794-0811

E-MAIL: <u>AWACUS.GeneralCasualtyClaims@awac.com</u>

(b) All other notices:

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.

ATTN: GENERAL CASUALTY 199 WATER STREET, 24TH FLOOR

NEW YORK, NY 10038

FACSIMILE: 646-794-0611

ITEM 9:

(a) Representative of Insured:

Brown and Riding Insurance Services, Inc.

(b) Address:

777 South Figueroa Street, Suite 2550

Los Angeles, CA 90017

Date of Issuance: January 17, 2020

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

President

Asst. Secretary

Karen Colon

AUTHORIZED REPRESENTATIVE

Policy Number: 0311-6679

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

SCHEDULE OF FORMS AND ENDORSEMENT

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

CALIFORNIA – SUITS INVOLVING A SURPLUS LINES BROKER - REMEDIES

- A. A surplus lines insurer may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by it, or any evidence of insurance issued or delivered by the surplus lines broker, pursuant to the procedure set forth in Sections 1610 to 1620, inclusive. Any policy or evidence of insurance issued by the surplus lines insurer or the surplus lines broker shall contain a provision stating the substance of this section, and designating the person to whom the Commissioner shall mail process.
- B. Every surplus lines insurer assuming a surplus lines insurance shall be deemed thereby to have subjected itself to this chapter.
- C. The remedies provided by this section shall be in addition to any other methods provided by law for service of process.

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: ☐ Erode ☒ Do Not Ero The Limits of Insurance I	Insurer Policy Number Policy Period Executive Risk Indemnity, Inc. 54309997-00 July 15, 2019 - July 15, 2020 de isted in the policy above.	<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
Employee Benefit Liability	Executive Risk Indemnity Inc.	US\$1,000,000	Employee Benefits Liability Each Employee
,	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 I	ode isted 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 I	ode isted 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 The Limits of Insurance I	*		



COMPANY PROFILE

Company Profile

Company Search

Company Search

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Old Company Names

Agent for Service

Reference

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NAIC Group List Lines of Business

Workers' Compensation

Complaint and Request for

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Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

Company Information

EXECUTIVE RISK INDEMNITY INC.

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

Old Company Names

AMERICAN EXCESS INSURANCE COMPANY

ERIC REINSURANCE COMPANY EXECUTIVE RE INDEMNITY INC.

EXECUTIVE RISK INDEMNITY, INC.

Effective Date 05/12/1987

> 11/18/1992 06/21/1995

08/02/2000

Agent For Service

Vivian Imperial

818 WEST SEVENTH STREET SUITE 930

LOS ANGELES

CA 90017

Reference Information

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

back to top

NAIC Group List

NAIC Group #:

0626

Chubb Ltd Grp

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER SURETY

TEAM AND VEHICLE



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Company Search

Company Search

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Find A Company Representative In Your Area

View Financial Disclaimer **COMPANY PROFILE**

Company Information

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.

199 WATER STREET, 29TH FLOOR NEW YORK, NY 10038 800-433-8880

Old Company Names

Effective Date

COMMERCIAL UNDERWRITERS INSURANCE COMPANY

10/23/2002

Agent For Service

Melissa DeKoven

2710 Gateway Oaks Drive, Suite 150N

Sacramento CA 95833-3505

Reference Information

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

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NAIC Group List

r Area

NAIC Group #:

0158

FAIRFAX FIN GRP

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

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TEAM AND VEHICLE



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Composite Complaints Studies

Additional Info

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View Financial Disclaimer

Company Information

FEDERAL INSURANCE COMPANY 202B HALL'S MILL ROAD WHITEHOUSE STATION, NJ 08889

800-252-4670

Old Company Names

Effective Date

Agent For Service

Vivian Imperial

818 WEST SEVENTH STREET

SUITE 930

LOS ANGELES CA 90017

Reference Information

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

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NAIC Group List

NAIC Group #:

0626

Chubb Ltd Grp

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2020

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 rights to the certificate holder in lieu of si	uch endorsement(s).	
PRODUCER	CONTACT NAME: Soham Naik	
Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200	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#
	INSURER A: Executive Risk Indemnity Inc	35181
INSURED Hardy & Harper, Inc.	INSURER B : Allied World Assurance Co	19489
Maas Equipment, LLC	INSURER c : Federal Insurance Company	20281
32 Rancho Circle	INSURER D: Great American Insurance Group	16691
Lake Forest CA 92630	INSURER E: Colony Specialty Insurance Com	36927
MANNEY STATE OF THE PARTY OF TH	INSURER F:	
COVERAGES CERTIFICATE NUMBER: 1819527707	REVISION NUM	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA' INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT OR OTHER DOCUMENT WITH ED BY THE POLICIES DESCRIBED HEREIN IS SUI	RESPECT TO WHICH THIS

ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE LIMITS **POLICY NUMBER** INSD WVD COMMERCIAL GENERAL LIABILITY X 54309997 10/1/2020 10/1/2021 EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$100,000 MED EXP (Any one person) \$5.000 PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER \$4,000,000 GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMP/OP AGG \$4,000,000 OTHER COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** 54310018 \$1,000,000 10/1/2020 10/1/2021 X ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) S AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) X X \$ **AUTOS ONLY AUTOS ONLY** \$ В **UMBRELLA LIAB** X 0311-6679 10/1/2020 10/1/2021 OCCUR **EACH OCCURRENCE** \$ 9.000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$9,000,000 DED RETENTION \$ \$ WORKERS COMPENSATION 54310019 PER STATUTE 10/1/2020 10/1/2021 AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 Pollution Liability/ Professional Rented/Leased Equip Owned Equipment PCM E502853 01 IM255523-0 \$1,000,000 occ. DE 10/1/2020 10/1/2021 \$2,000,000 agg. 10/1/2020 10/1/2021 \$300,000 \$6,735,386

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project name – Lovekin Boulevard Reconstruction Project, Mesa Drive Resurfacing Project, Hobson Way Resurfacing Project. Project #C1-0493, C1-0618, D0-0075

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, State of California, Department of Transportation, its elected and appointed officials, employees agents and representatives and the City of Blythe, its elected and appointed officials, employees, agents and representatives are named as additional insured.

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

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.

Policy # 54309997

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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

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

However:

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

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

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

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

whichever is less.

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

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.

10-02-2461 (Ed. 7-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

Philip & day

Policy Number: 54309997

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

7. Separation Of Insureds

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

- As if each Named Insured were the only Named Insured; and
- 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.

"Coverage territory" means:

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

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

Philip Say

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:

10/01/2020

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.

Philip S. ag

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: □ardy □ □ar □er, Inc	
Endorsement Effective Date:	
	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.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

- 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:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You;
- 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:

Philip Say

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- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to vou.
- FELLOW EMPLOYEE COVERAGE
 EXCLUSION B.5. FELLOW EMPLOYEE of SECTION II LIABILITY COVERAGE does not apply.
- 4. PHYSICAL DAMAGE ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
- 5. AUTO LOAN/LEASE GAP COVERAGE Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - c. Unpaid Loan or Lease Amounts
 In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
 - The amount paid under the Physical Damage Coverage Section of the policy; and
 - 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - 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.

- 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

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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:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

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

- 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.

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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

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

policy.)

WHERE REQUIRED BY WRITTEN CONTRACT.

Job Description

WHERE REQUIRED BY WRITTEN CONTRACT.

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Company Information

EXECUTIVE RISK INDEMNITY INC.

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

Old Company Names

AMERICAN EXCESS INSURANCE COMPANY

ERIC REINSURANCE COMPANY

EXECUTIVE RE INDEMNITY INC.

EXECUTIVE RISK INDEMNITY, INC.

Effective Date

05/12/1987 11/18/1992

06/21/1995

08/02/2000

Agent For Service

Vivian Imperial 818 WEST SEVENTH STREET

SUITE 930

LOS ANGELES CA 90017

Reference Information

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

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NAIC Group List

NAIC Group #:

0626

Chubb Ltd Grp

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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COMPANY PROFILE

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.

199 WATER STREET, 29TH FLOOR NEW YORK, NY 10038 800-433-8880

Old Company Names

Effective Date

COMMERCIAL UNDERWRITERS INSURANCE COMPANY

10/23/2002

Agent For Service

Melissa DeKoven

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

Reference Information

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

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NAIC Group List

NAIC Group #:

0158 FAIRFAX FIN GRP

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

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COMPANY PROFILE

FEDERAL INSURANCE COMPANY

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

Effective Date

Old Company Names

Agent For Service

Vivian Imperial

818 WEST SEVENTH STREET

SUITE 930

LOS ANGELES CA 90017

Reference Information

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

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NAIC Group List

NAIC Group #:

0525

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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