

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



ITEM: 3.28  
(ID # 14268)

MEETING DATE:

Tuesday, February 09, 2021

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION  
DEPARTMENT: Approve an Addendum to the Plans and Specifications, Accept  
the Low Bid and Award the Contract for the Construction of Camino Aventura  
Resurfacing Project, Bubbling Wells Road to Approximately 0.25 miles Easterly,  
Community of Desert Hot Springs; District 4. [\$432,000 Total Cost - Local Funds  
100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the December 2, 2020, bid opening;
2. Accept the low bid of Hardy and Harper, Inc. of Lake Forest, California in the amount of \$432,000; and
3. Award the contract to Hardy and Harper, Inc and authorize the Chairman of the Board to execute the contract documents.

ACTION: Policy

  
Mark Lancaster, Director of Transportation 1/5/2021

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: February 9, 2021  
xc: Transp.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 432,000	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax/SB1 (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

By Minute Order dated November 10, 2020 (Agenda Item 3.27), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Camino Aventura from Bubbling Wells Road to Approximately 0.25 miles Easterly, in the Community of Desert Hot Springs located in the 4th Supervisorial District of Riverside County.

Camino Aventura is a 64-foot-wide local road with curb and gutter on both sides. Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the proposed project will include removing approximately 0.25 miles of existing asphalt concrete pavement and repaving with Hot Mix Asphalt Concrete.

Additional improvements include reconstruction of concrete cross gutter, curb and gutter, relocation of existing irrigation lines, traffic striping, thermoplastic pavement markings, replacement of existing traffic signs and other associated work.

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

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addendum on their contractor's bid in order to be considered for award. The Addendum No.1 was issued to replace the bid proposal and is attached herewith.

The contractor, Hardy and Harper, Inc. is qualified to perform the work as outlined in the bid. They have executed the Contract and have provided bonds and insurance documents that meet the requirements of the Contract.

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

Project Number: C3-0056

**Impact on Residents and Businesses**

The purpose of this project is to rehabilitate a deteriorated segment of Camino Aventura, totaling approximately 0.25 miles, to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is anticipated to begin in March 2021 and completed within one month. The work will be phased to keep the road open during construction as much as possible.

**Additional Fiscal Information**

The Contract is recommended to be awarded to Hardy and Harper, Inc. for the total amount of \$432,000. The construction contract is funded with Gas Tax/SB1. There are no General Funds used in this project.

The project is expected to be completed within the existing budget as shown on Attachment "A", which includes the contract award amount and other associated costs.

**Contract History and Price Reasonableness**

Eight bids were received on Wednesday December 2, 2020, ranging from \$432,000 to \$554,216. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Hardy and Harper, Inc. in the amount of \$432,000 which is \$19,962 (4.4%) 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.

**SUPPLEMENTAL:**

**ATTACHMENTS:**

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

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



Jason Farin, Principal Management Analyst

2/2/2021



Gregory V. Priamos, Director County Counsel

1/11/2021

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

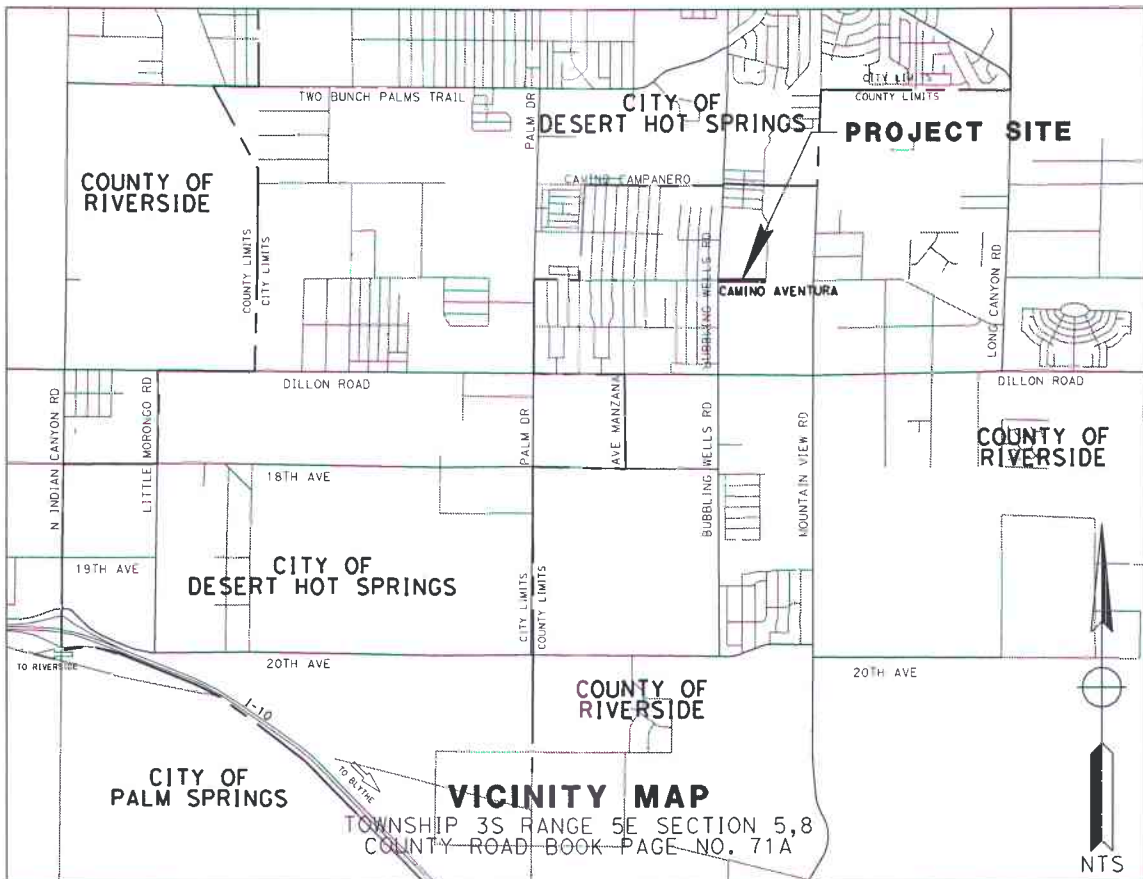
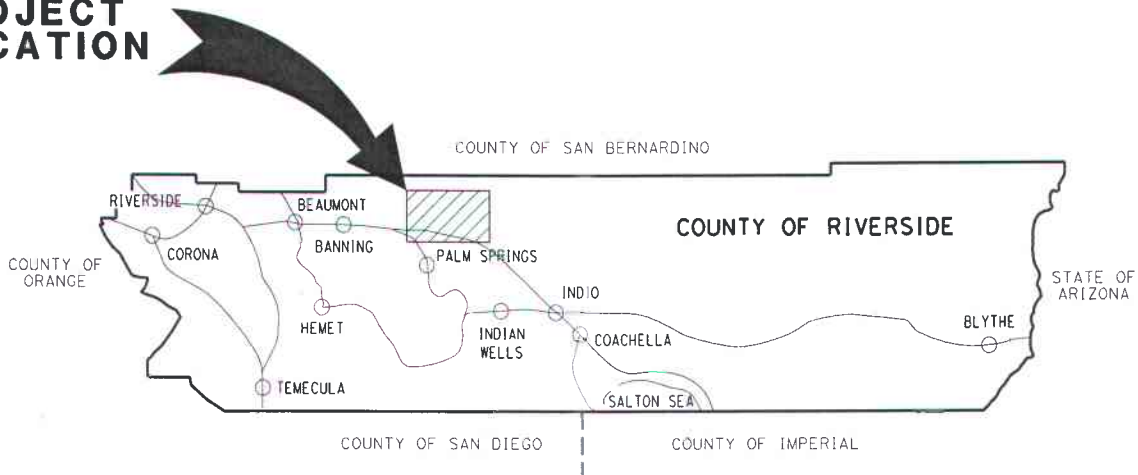
**CAMINO AVENTURA**

BUBBLING WELLS RD TO E'LY 0.25 MI  
WO No. C3-0056

RESURFACING

COMMUNITY OF DESERT HOT SPRINGS

PROJECT  
LOCATION



# Attachment "A"

Riverside County Transportation Department

Project: **CAMINO AVENTURA  
RESURFACING**

Project No.(s): **C3-0056**

Expenses as of: **12/29/2020**

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	2,054	900	3,000	7,000	3,000
Design	115,063	10,000	126,000	132,000	126,000
Right-of-way					
Utilities					
Construction		432,000	476,000	600,000	476,000
Construction Contingency 10.0%		43,200			
Construction Engineering & Inspection 20.0%	3,378	87,000	91,000	90,000	91,000
Construction Survey 5.0%		22,000	22,000	30,000	22,000
<b>Totals:</b>	<b>120,494</b>	<b>595,100</b>	<b>718,000</b>	<b>859,000</b>	<b>718,000</b>

## Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax / HUTA	42,000	42,000
223	Gas Tax / SB-1	817,000	676,000
<b>Totals</b>		<b>859,000</b>	<b>718,000</b>

## Comments





Patricia Romo, P.E.  
Director of Transportation

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

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

### Transportation Department

#### ADDENDUM NUMBER 1

Dated November 18, 2020

to the Specifications and Contract Documents  
for the construction of

Camino Aventura Resurfacing Project  
Bubbling Wells Road to Approximately 1285 Feet Easterly  
Community of Desert Hot Springs  
Project No. C3-0056

**Bids Due:** Wednesday, December 2, 2020; 2:00 p.m.  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780

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

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

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

#### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

**Item 1: Order of Work.**

Refer to Section "Order of Work" page 12-13 of the special provisions. The following provision added and made part thereof:

**1st Lift of Hot Mix Asphalt (HMA)**

The 1st lift of HMA shall be placed no later than 5 days after the existing pavement removal. The roadway shall remain open for traffic prior to placing 1st lift of HMA.

**Item 2: 73-1.03 Construction**

Refer to Section 73-1.03B Subgrade Preparation on page 43 of the special provisions. The following special provisions are added and made a part thereof:

The existing landscaping and irrigation system within one foot behind the proposed curb must be relocated out of 1' AB placed behind the curb.

The full compensation to remove landscaping and relocate irrigation behind proposed curb shall be considered as included in the contract unit price paid per Linear Foot curb and gutter and no additional compensation will be allowed.

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

FEB 09 2021 3.28

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

**Recommended by:**

  
\_\_\_\_\_  
Alfredo Martinez, PE  
Engineering Project Manager



**Concurrence:**

  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Contractor)

JRJ: jrj:sb

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).



**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT:**

Camino Aventura Resurfacing Project  
 Bubbling Wells Road to Approximately 1285 feet Easterly  
 Community of Desert Hot Springs

Advertised: November 10, 2020 (Agenda Item: 3.27)

Addenda: 1(11/18/20)

Bids Open: 2 pm Date: Wednesday, December 2, 2020

Project No. C3-0056

Company Name	BASE BID - Camino Aventura Resurfacing	Project Total
COUNTY'S ESTIMATE	451,962.00	\$451,962.00
1 Hardy & Harper Inc.	432,000.00	\$432,000.00
2 LC Paving & Sealing Inc.	450,947.80	\$450,947.80
3 Onyx Paving Company	455,000.00	\$455,000.00
4 All American Asphalt	472,433.82	\$472,433.82
5 Matich Corp	484,482.00	\$484,482.00
6 Vance Corp	496,824.90	\$496,824.90
7 Granite Construction Company	525,525.00	\$525,525.00
8 Calmex Engineering Inc.	554,216.00	\$554,216.00
<i>Average Bid Prices</i>	\$483,928.69	\$483,928.69

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Camino Aventura Resurfacing Project**  
 Bubbling Wells Road to Approximately 1285 feet Easterly  
 Community of Desert Hot Springs

Advertised: November 10, 2020 (Agenda Item: 3.27)

Addenda: 1(11/18/20)

Bids Open: 2 pm Date: Wednesday, December 2, 2020

Project No. C3-0056

BASE BID		COUNTY'S ESTIMATE				BID UNIT PRICE		BID ESTIMATE	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00	
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	22,349.00	22,349.00	
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	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	3,000.00	3,000.00	
5	066102	DUST ABATMENT	LS	1	5,000.00	5,000.00	2,000.00	2,000.00	
6	190101(F)	ROADWAY EXCAVATION	CY	766	40.00	30,640.00	42.00	32,172.00	
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,763	80.00	141,040.00	75.00	132,225.00	
8	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	1,187	40.00	47,480.00	60.00	71,220.00	
9	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	980	35.00	34,300.00	20.00	19,600.00	
10	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	106	5.00	530.00	3.50	371.00	
11	820410	SALVAGE ROADSIDE SIGN	EA	5	150.00	750.00	115.00	575.00	
12	820840	ROADSIDE SIGN - ONE POST	EA	7	350.00	2,450.00	275.00	1,925.00	
13	018301	GUARD RAILING (BARRICADE) (CRS 810)	LS	1	3,000.00	3,000.00	1,500.00	1,500.00	
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	218	5.00	1,090.00	5.50	1,199.00	
15	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,364	0.50	3,182.00	1.00	6,364.00	
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	130,000.00	130,000.00	130,000.00	130,000.00	
<b>BID TOTAL</b>						<b>451,962.00</b>		<b>432,000.00</b>	
<b>ITEMS 1 - 16</b>									

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Camino Aventura Resurfacing Project**  
 Bubbling Wells Road to Approximately 1285 feet Easterly  
 Community of Desert Hot Springs

Advertised: November 10, 2020 (Agenda Item: 3.27)

Addenda: 1(11/18/20)

Bids Open: 2 pm Date: Wednesday, December 2, 2020

Project No. C3-0056

BASE BID		2		3		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	LC Paving & Sealing Inc. Escondido, CA 92029	Onyx Paving Company Anaheim, CA 92806
					BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	6,500.00	6,500.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	13,048.00	13,048.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	5,082.00	5,082.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	7,608.00	7,608.00
5	066102	DUST ABATMENT	LS	1	5,124.00	5,124.00
6	190101(F)	ROADWAY EXCAVATION	CY	766	54.00	41,364.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,763	84.00	148,092.00
8	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	1,187	45.00	53,415.00
9	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	980	22.00	21,560.00
10	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	106	4.60	487.60
11	820410	SALVAGE ROADSIDE SIGN	EA	5	165.00	825.00
12	820840	ROADSIDE SIGN - ONE POST	EA	7	425.00	2,975.00
13	018301	GUARD RAILING (BARRICADE) (CRS 810)	LS	1	8,250.00	8,250.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	218	7.00	1,526.00
15	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,364	0.80	5,091.20
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	130,000.00	130,000.00
<b>BID TOTAL</b>						<b>450,947.80</b>
<b>ITEMS 1 - 16</b>						<b>455,000.00</b>

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Camino Aventura Resurfacing Project**  
 Bubbling Wells Road to Approximately 1285 feet Easterly  
 Community of Desert Hot Springs

Advertised: November 10, 2020 (Agenda Item: 3.27)

Addenda: 1(11/18/20)

Bids Open: 2 pm Date: Wednesday, December 2, 2020

Project No. C3-0056

BASE BID		4			5		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	Match Corp San Bernardino, CA 92408
1	100100	DEVELOP WATER SUPPLY	LS	1	3,100.00	3,100.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	36,000.00	36,000.00	30,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	4,600.00	4,600.00	2,500.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	7,200.00	7,200.00	15,000.00
5	066102	DUST ABATMENT	LS	1	6,500.00	6,500.00	33,000.00
6	190101(F)	ROADWAY EXCAVATION	CY	766	44.30	33,933.80	49.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,763	80.00	141,040.00	73.00
8	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	1,187	59.00	70,033.00	53.00
9	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	980	26.00	25,480.00	25.50
10	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	106	5.25	556.50	6.00
11	820410	SALVAGE ROADSIDE SIGN	EA	5	79.00	395.00	79.00
12	820840	ROADSIDE SIGN - ONE POST	EA	7	299.00	2,093.00	300.00
13	018301	GUARD RAILING (BARRICADE) (CRS 810)	LS	1	5,200.00	5,200.00	5,200.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	218	7.60	1,656.80	8.00
15	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,364	0.73	4,645.72	0.75
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	130,000.00	130,000.00	130,000.00
<b>BID TOTAL</b>						<b>472,433.82</b>	<b>484,482.00</b>
<b>ITEMS 1 - 16</b>							

**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Camino Aventura Resurfacing Project**  
 Bubbling Wells Road to Approximately 1285 feet Easterly  
 Community of Desert Hot Springs

Advertised: November 10, 2020 (Agenda Item: 3.27)

Addenda: 1(11/18/20)

Bids Open: 2 pm Date: Wednesday, December 2, 2020

Project No. C3-0056

BASE BID		6			7			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Vance Corp Bloomington, CA 92316 BID UNIT PRICE	BID ESTIMATE	Granite Construction Company Indio, CA 92203 BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	30,000.00	30,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	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	15,000.00	15,000.00
5	066102	DUST ABATMENT	LS	1	14,000.00	14,000.00	36,234.20	36,234.20
6	190101(F)	ROADWAY EXCAVATION	CY	766	40.50	31,023.00	95.00	72,770.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,763	68.90	121,470.70	83.00	146,329.00
8	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	1,187	88.00	104,456.00	50.00	59,350.00
9	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	980	26.75	26,215.00	14.50	14,210.00
10	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	106	7.00	742.00	4.00	424.00
11	820410	SALVAGE ROADSIDE SIGN	EA	5	52.00	260.00	50.00	250.00
12	820840	ROADSIDE SIGN - ONE POST	EA	7	348.00	2,436.00	385.00	2,695.00
13	018301	GUARD RAILING (BARRICADE) (CRS 810)	LS	1	5,200.00	5,200.00	5,000.00	5,000.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	218	9.90	2,158.20	6.00	1,308.00
15	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,364	1.00	6,364.00	0.70	4,454.80
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	130,000.00	130,000.00	130,000.00	130,000.00
<b>BID TOTAL</b>						<b>496,824.90</b>		<b>525,525.00</b>
<b>ITEMS 1 - 16</b>								



**Riverside County Transportation Department**  
**Summary of Bids**

**PROJECT: Camino Aventura Resurfacing Project**  
 Bubbling Wells Road to Approximately 1285 feet Easterly  
 Community of Desert Hot Springs

Advertised: November 10, 2020 (Agenda Item: 3.27)

Addenda: 1(11/18/20)

Bids Open: 2 pm Date: Wednesday, December 2, 2020

Project No. C3-0056

8

Calmex Engineering Inc.  
 Bloomington, CA 92316

BASE BID							
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	2,500.00	2,500.00	
4	170103	CLEARING AND GRUBBING (LS)	LS	1	15,000.00	15,000.00	
5	066102	DUST ABATMENT	LS	1	11,000.00	11,000.00	
6	190101(F)	ROADWAY EXCAVATION	CY	766	86.00	65,876.00	
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,763	78.00	137,514.00	
8	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	1,187	98.00	116,326.00	
9	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	980	24.00	23,520.00	
10	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	106	5.00	530.00	
11	820410	SALVAGE ROADSIDE SIGN	EA	5	52.00	260.00	
12	820840	ROADSIDE SIGN - ONE POST	EA	7	400.00	2,800.00	
13	018301	GUARD RAILING (BARRICADE) (CRS 810)	LS	1	6,000.00	6,000.00	
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	218	7.00	1,526.00	
15	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,364	1.00	6,364.00	
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	130,000.00	130,000.00	
<b>BID TOTAL</b>						<b>554,216.00</b>	
<b>ITEMS 1 - 16</b>							



**Contract**

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

WITNESSETH

**Recitals:**

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, Camino Aventura Resurfacing Project, Bubbling Wells Road to Approximately 1285 Feet Easterly, Community of Desert Hot Springs, Project No. C3-0056, 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 (One), (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

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

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

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

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

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

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

4. Compensation

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

**Camino Aventura Resurfacing Project  
 Bubbling Wells Road to Approximately 1285 Feet Easterly  
 Community of Desert Hot Springs**

**Project No. C3-0056**

**Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	22,349.00	22,349.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	2,500.00	2,500.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	3,000.00	3,000.00
5	066102	DUST ABATMENT	LS	1	2,000.00	2,000.00
6	190101(F)	ROADWAY EXCAVATION	CY	766	42.00	32,172.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,763	75.00	132,225.00
8	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	1,187	60.00	71,220.00
9	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	980	20.00	19,600.00
10	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	106	3.50	371.00
11	820410	SALVAGE ROADSIDE SIGN	EA	5	115.00	575.00
12	820840	ROADSIDE SIGN - ONE POST	EA	7	275.00	1,925.00
13	018301	GUARD RAILING (BARRICADE) (CRS 810)	LS	1	1,500.00	1,500.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	218	5.50	1,199.00
15	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,364	1.00	6,364.00
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	130,000.00	130,000.00

Project  
 Total:  
 ITEMS 1- 16

**Four hundred thirty two thousand dollars and zero cents**  
 "WORDS"

**\$432,000.00**

**Camino Aventura Resurfacing Project**  
**Bubbling Wells Road to Approximately 1285 Feet Easterly**  
**Community of Desert Hot Springs**  
**Project No. C3-0056**

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

COUNTY OF RIVERSIDE

HARDY & HARPER, INC.

BY: Karen S. Spiegel  
**KAREN SPIEGEL**  
Chair, Board of Supervisors

BY: [Signature]  
Michael Murray

DATED: FEB 09 2021

TITLE: Vice President  
(If Corporation, affix Seal)

ATTEST:

Kecia R. Harper, Clerk of the Board

ATTEST: [Signature]  
Kristen Paulino

BY: [Signature]  
Deputy

TITLE: Secretary

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

License No.: 215952

Federal Employer Identification Number:  
95-2251022

Department of Industrial Relations Registration Number:  
1000000076

BY \_\_\_\_\_  
"County"

\_\_\_\_\_  
"Corporation"  
(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

On December 22, 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)*

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**MINUTES OF 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 26, 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.

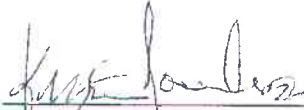
DATED: January 20, 2020



DANIEL MAAS, Director/President



STEVEN M. KIRSCHNER, Director/Vice-President



KRISTEN PAULINO, Director/Secretary



TESSA MAAS, Director

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in two (2)  
original counterparts

Bond No. 7664832  
Premium: \$2,270.00

### Performance Bond

#### Recitals:

1. Hardy & Harper, Inc. (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as Camino Aventura Resurfacing Project, Bubbling Wells Road to Approximately 1285 Feet Easterly, Community of Desert Hot Springs, Project No. C3-0056.
2. Fidelity and Deposit Company of Maryland, a Illinois corporation (Surety), is the Surety under this Bond.

#### Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$432,000.00 (four hundred thirty two thousand dollars and zero cents) and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of December 21st, 2020

By <u>Michael Murray - W.P.</u>	By <u>Fidelity and Deposit Company of Maryland</u>
By <u>Kristen Paulino - Secretary</u>	Type Name <u>Dwight Reilly</u>

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

## ACKNOWLEDGMENT

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

State of California  
County of Orange

On 12/21/2020 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



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

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

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of December, 2020



By: Brian M. Hodges  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

On December 21, 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)*

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in two (2)  
original counterparts

Bond No. 7664832

**Payment Bond**

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


The makers of this Bond are Hardy & Harper, Inc. as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$432,000.00 (four hundred thirty two 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 Camino Aventura Resurfacing Project, Bubbling Wells Road to Approximately 1285 Feet Easterly, Community of Desert Hot Springs, Project No. C3-0056.

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: December 21st, 2020

Hardy & Harper, Inc.  
Original Contractor – Principal

Fidelity and Deposit Company of Maryland  
Surety

By   
Michael Murray

By   
Dwight Reilly  
Its Attorney In Fact

Title Vice President  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE  
OF \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Notary Public (Seal)

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

## ACKNOWLEDGMENT

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

State of California  
County of Orange

On 12/21/2020 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



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

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

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

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



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

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

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

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



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

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of December, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

On December 21, 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)

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

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

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





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**COMPANY PROFILE**

**Company Information**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**1299 ZURICH WAY**  
**SCHAUMBURG, IL 60196**  
**800-382-2150**

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0212 ZURICH INS GRP

**Lines Of Business**

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

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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).

<b>PRODUCER</b> Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	<b>CONTACT NAME:</b> Soham Naik	
	<b>PHONE (A/C, No, Ext):</b> 949-527-9818	<b>FAX (A/C, No):</b> 949-756-2713
<b>E-MAIL ADDRESS:</b> Soham.Naik@alliant.com		
<b>INSURED</b> Hardy & Harper, Inc. Maas Equipment, LLC 32 Rancho Circle Lake Forest CA 92630	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Executive Risk Indemnity Inc	<b>NAIC #</b> 35181
	<b>INSURER B:</b> Allied World Assurance Co	<b>NAIC #</b> 19489
	<b>INSURER C:</b> Federal Insurance Company	<b>NAIC #</b> 20281
	<b>INSURER D:</b> Great American Insurance Group	<b>NAIC #</b> 16691
	<b>INSURER E:</b> Colony Specialty Insurance Com	<b>NAIC #</b> 36927
<b>INSURER F:</b>		


**COVERAGES** **CERTIFICATE NUMBER:** 1285340363 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	54309997	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	54310018	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	0311-6679	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	54310019	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Pollution Liability/ Professional Rented/Leased Equip Owned Equipment			PCM E502853 01 IM255523-0	10/1/2020 10/1/2020	10/1/2021 10/1/2021	\$2,000,000 agg. \$300,000 \$6,735,386 \$1,000,000 occ.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project No. C3-0056 Project Name - Camino Aventura Resurfacing Project

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

<b>CERTIFICATE HOLDER</b>  County of Riverside Transportation and Land Management Agency 3225 14th Street Riverside CA 92501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

However:

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

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

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

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

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.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

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

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

However:

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

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

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

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

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

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

## PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Additional Insured:**

**Location Of Covered Operations:**

WHERE REQUIRED BY WRITTEN CONTRACT.

ALL LOCATIONS

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

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

**Primary And Noncontributory Insurance**

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

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



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

**7. Separation Of Insureds**

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

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

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

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

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

This condition does not apply to Coverage C.

**9. When We Do Not Renew**

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

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

**SECTION V – DEFINITIONS**

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

- a. Copyrighted "advertisement"; or
  - b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
- 3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
  - 4. "Auto" means:
    - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
    - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

- 5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Disease;sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.
- 6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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

POLICY NUMBER: 54310018

COMMERCIAL AUTO  
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

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

**Named Insured:** Hardy & Harper, Inc.

**Endorsement Effective Date:** 10/01/2020

### 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.

POLICY NUMBER: 000000

COMMERCIAL AUTO  
CA 20 48 10 13

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

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

<b>Named Insured:</b> ardy car er, Inc
<b>Endorsement Effective Date:</b> 11/11/20

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b> <b>As Required by Written Contract</b>
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

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

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

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

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

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

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

B. Employees as Insureds

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

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

borrow in your business or your personal affairs.

C. Lessors as Insureds

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

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

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

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

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



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

**3. FELLOW EMPLOYEE COVERAGE**

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

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

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

**5. AUTO LOAN/LEASE GAP COVERAGE**

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

**c. Unpaid Loan or Lease Amounts**

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

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

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

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

**6. RENTAL AGENCY EXPENSE**

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

**d. Rental Expense**

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

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

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

**7. EXTRA EXPENSE – BROADENED COVERAGE**

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

**e. Recovery Expense**

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

**8. AIRBAG COVERAGE**

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

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

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

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

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**



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

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

**11. TWO OR MORE DEDUCTIBLES**

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

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

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

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

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

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

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

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

**13. WAIVER OF SUBROGATION**

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

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

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

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

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

**15. AUTOS RENTED BY EMPLOYEES**

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

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

**16. HIRED AUTO – COVERAGE TERRITORY**

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

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

**17. RESULTANT MENTAL ANGUISH COVERAGE**

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

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

**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.

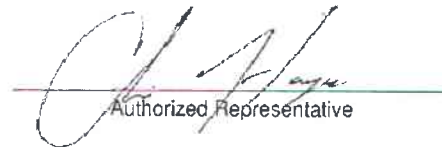
(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 11/21/11 20 at 12:01 A. M. standard time, forms a part of  
(DATE)

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

issued to Hardy Barber, Inc

Endorsement No.

  
Authorized Representative

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

**Schedule**

Person or Organization

Job Description

WHERE REQUIRED BY WRITTEN  
CONTRACT.

WHERE REQUIRED BY WRITTEN  
CONTRACT.



**CONFIRMATION OF COVERAGE # 937594**

**PRODUCER:** Alliant Insurance Services, Inc.  
1301 Dove Street  
Suite 200  
Newport Beach, CA 92660

**ATTENTION:** Philip Arzu

**INSURED:** Hardy & Harper, Inc.; Maas Equipment, LLC; TKM Enterprises, Inc.; MD Rubberized, LLC; ETD  
32 Rancho Circle  
Lake Forest, CA 92630

**PHYSICAL ADDRESS:** 32 Rancho Circle  
Lake Forest, CA 92630

**TERM:** 10/01/2020 - 10/01/2021

**COMPANY:** Allied World National Assurance Company

**POLICY #:** 0311-6679

**COVERAGE(S):** Umbrella Liability - Form: UM 00004 00 (07/08) - Occurrence

**LIMIT(S):** \$9,000,000 Each Occurrence  
\$9,000,000 Products-Completed Aggregate  
\$9,000,000 Other Aggregate (Where Applicable)

Defense costs do not erode the limits listed

Schedule of Underlying Insurance

General Liability  
Carrier: Executive Risk Indemnity Incorporated  
Effective Date: October 1, 2020  
Expiration Date: October 1, 2021  
Policy #: 5430999  
\$2,000,000 Each Occurrence  
\$4,000,000 General Aggregate  
\$4,000,000 Products-Completed Operations Aggregate  
Defense Type: Defense costs do not erode the Policy Limits listed above



Employee Benefit Liability Carrier: Executive Risk Indemnity Incorporated  
 Effective Date: October 1, 2020  
 Expiration Date: October 1, 2021  
 Policy #: 5430999  
 \$1,000,000 Employee Benefits Liability Each Employee  
 \$1,000,000 Employee Benefits Liability Annual Aggregate  
 Defense Type: Defense costs do not erode the Policy Limits listed above

Auto Liability Carrier: Federal Insurance Company  
 Effective Date: October 1, 2020  
 Expiration Date: October 1, 2021  
 Policy #: 54310018  
 \$1,000,000 Combined Single Limit  
 Defense Type: Defense costs do not erode the Policy Limits listed above

Employer Liability Carrier: Federal Insurance Company  
 Effective Date: October 1, 2020  
 Expiration Date: October 1, 2021  
 Policy #: 54310019  
 \$1,000,000 Bodily Injury Each Accident  
 \$1,000,000 Bodily Injury By Disease – Policy Aggregate  
 \$1,000,000 Bodily Injury By Disease – Each Employee  
 Defense Type: Defense costs do not erode the Policy Limits listed above

**RETENTION(S):** \$10,000 Self-Insured Retention

**TERMS:** Subject To:  
 - Copy of Insured's Indemnity Agreement(s)/Hold Harmless Agreement(s) - **ASAP**  
 - List of current Projects / Construction Work In Progress (WIP) - **ASAP**  
 - Completed & Signed SL-2 Form - within 15 days of binding  
 - Complete copies of ALL Underlying Policies - within 60 days of binding

Minimum Earned %: 35%

**FORMS:** All applicable mandatory state endorsements  
 UM 00269 00 (11/17) Residential Construction Operations and Condominium and Cooperative Conversion Exclusion  
 UM 00255 00 (07/17) Contractors' Limitation (With Means and Methods)  
 IL 00017 04 (11/08) California - Suits Involving a Surplus Lines Broker - Remedies  
 UM 00005 00 (01/15) Policyholder Disclosure Statement Under Terrorism Risk Insurance Act  
 UM 00016 00 (07/08) Cross Suits Exclusion



UM 00017 00 (07/08) Fungus Exclusion  
 UM 00022 00 (07/08) Exterior Insulation and Finishing Systems (EIFS) Exclusion  
 UM 00023 00 (07/08) Foreign Liability Exclusion  
 UM 00025 00 (07/08) Lead Exclusion  
 UM 00029 00 (07/08) Silica Exclusion Endorsement  
 UM 00035 00 (07/08) Professional Liability Exclusion  
 UM 00053 00 (07/08) Bacteria Exclusion  
 UM 00062 00 (07/08) Knowledge of Occurrence Endorsement  
 UM 00066 00 (07/08) Employee Benefits Liability Limitation Claims Made Version Endorsement  
 UM 00074 00 (07/08) Notice of Occurrence  
 UM 00075 00 (07/08) Anti-Stacking Excess Casualty Limitation Endorsement  
 UM 00080 00 (07/08) Amend Definition of Occurrence (Continuing or Progressively Deteriorating Damages Endorsement)  
 UM 00081 00 (07/08) Specified Operations Exclusion (Unmanned Aircraft; All work in the state of New York)  
 UM 00091 00 (10/08) Auto Liability Limitation Endorsement  
 UM 00109 00 (07/08) Schedule of Underlying Insurance  
 UM 00117 00 (01/09) Sexual Abuse and Molestation Exclusion  
 UM 00121 00 (03/12) Service of Suit  
 UM 00130 00 (01/14) Strategic Response Coverage Extension  
 UM 00235 00 (05/16) Access, Collection And Disclosure Of Non-Public Information Exclusion  
 UM 00277 00 (07/20) Communicable Disease And Infectious Agent Exclusion

Any restrictive policy terms and conditions that apply to underlying policies that are in excess of the Followed Policy but underlying to the policy Allied World Excess will also apply to the Allied World Excess limit of liability. Any additional endorsements to the Allied World Policy will be determined upon review of the above-required documentation.

**RATE(S):** Flat

**TERRORISM:** TRIA Coverage has been ACCEPTED for an additional \$2,032., plus applicable taxes and fees.

Flat Premium	\$	203,200.00	
Flat TRIA Premium	\$	2,032.00	
Broker fee	\$	5,580.00	Fully retained at inception
CA Surplus lines tax	\$	6,156.96	
CA Stamping fee	\$	513.08	
<b>Total Gross Amount</b>	<b>\$</b>	<b>217,482.04</b>	

See attached California Notice to Policyholder. (3005-IL [FORM D2])

**Payment due in 20 days.**



**35.0% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.**

Please review carefully. Coverages provided may differ from those requested.

This Confirmation is intended for use as evidence that insurance as described has been effected, against which a Policy or Policies will be issued. This Confirmation and the insurance effected by it are subject to all terms, conditions and provisions of the Policy or Policies to be issued and in the event of any inconsistency therewith, the terms, conditions and provisions of the Policy or Policies shall prevail.

Brown & Riding has the right to cancel any binder or policy in accordance with the cancellation provisions of such binder or policy. When coverage is bound by Brown & Riding, a charge will be made in accordance with the policy terms and upon binding, all fees for the full policy term will be fully earned. Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then Brown & Riding may, without limitation of other remedies, cancel the policy for non-payment of premium.

Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding broker fees, other fees, and charges disclosed by Brown & Riding to Producer.

Producer shall hold harmless Brown & Riding, and Brown & Riding shall hold harmless Producer, from any and all of the respective negligent or wrongful acts, omissions, or conduct that result in a financial or other obligation to the other.

In the event of a dispute between Brown & Riding and Producer, the prevailing party shall be entitled to recover its attorneys' fees, costs, and related litigation expenses in addition to any other recovery.

While we do encourage policyholders to submit all claim notices directly, Brown & Riding remains happy to assist throughout the reporting and adjustment process. Please feel free to contact us at [claimdesk@brcins.com](mailto:claimdesk@brcins.com) with any claim-related questions, requests, or concerns.

The responsibility for the accuracy of the information set forth in any certificate of insurance is the sole responsibility of the person or entity which issues the certificate. Although Brown & Riding may retain copies of certificates of insurance forwarded to us, Brown & Riding does so strictly without prejudice as to their accuracy. Neither the insurers, their representatives, nor Brown & Riding will be responsible for any liability resulting from your issuance any certificate of insurance. We also draw your attention to the fact that unless the policy is physically endorsed, the issuance of a certificate does not amend, extend, or alter the coverage afforded by the policy or change the person(s) or entities to whom such coverage is afforded under the policy.

Moreover, neither the underwriters, their representatives, nor Brown & Riding will be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the insurers but where the authorized wording has been amended or revised in any way, without the prior written approval of the insurers.





By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Regards,

Lucy Lyons



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- Company Enforcement Action
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- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**EXECUTIVE RISK INDEMNITY INC.**  
**2028 HALL'S MILL ROAD**  
**WHITEHOUSE STATION, NJ 08889**  
**908990392207**

**Old Company Names**

**Effective Date**

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

**Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0626 Chubb Ltd Grp

**Lines Of Business**

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

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



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**COMPANY PROFILE**

**Company Information**

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

**Old Company Names**

**Effective Date**

COMMERCIAL UNDERWRITERS INSURANCE COMPANY 10/23/2002

**Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0158 FAIRFAX FIN GRP

**Lines Of Business**

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

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



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**COMPANY PROFILE**

**Company Information**

**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**

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- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

## Bid

Date: 11/23/2020

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 **Camino Aventura Resurfacing Project, Bubbling Wells Road to Approximately 1285 Feet Easterly, Community of Desert Hot Springs, Project No. C3-0056** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1. (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.

**Camino Aventura Resurfacing Project**  
**Bubbling Wells Road to Approximately 1285 Feet Easterly**  
**Community of Desert Hot Springs**  
**Project No. C3-0056**

**PROPOSAL**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<b>BASE BID</b>						
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	22,349.00	22,349.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	2,500.00	2,500.00
4	170103	CLEARING AND GRUBBING (LS)	LS	1	3,000.00	3,000.00
5	066102	DUST ABATMENT	LS	1	2,000.00	2,000.00
6	190101(F)	ROADWAY EXCAVATION	CY	766	42.00	32,172.00
7	390132	HOT MIX ASPHALT (TYPE A)	TON	1,763	75.00	132,225.00
8	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	1,187	60.00	71,220.00
9	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	SQFT	980	20.00	19,600.00
10	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	106	3.50	371.00
11	820410	SALVAGE ROADSIDE SIGN	EA	5	115.00	575.00
12	820840	ROADSIDE SIGN - ONE POST	EA	7	275.00	1,925.00
13	018301	GUARD RAILING (BARRICADE) (CRS 810)	LS	1	1,500.00	1,500.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	218	5.50	1,199.00
15	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	6,364	1.00	6,364.00
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	130,000.00	130,000.00

PROJECT TOTAL: four hundred thirty two thousand dollars and no cents \$432,000.00  
 ITEMS 1-16 "WORDS"



## Bidder Data and Signature

Name of Bidder: Hardy & Harper, Inc.

Type of organization: S. Corporation

Person(s) authorized to sign for Bidder: Michael Murray - Vice President

Note:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof. (Please see attached for Corporation Officers)

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

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

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

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

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

P.O. Box- Number: N/A

P.O. Box- City, State, Zip Code: N/A

Phone: ( 714 ) 444-1851

Facsimile: ( 714 ) 444-2801

E-mail: ablanchard@hardyandharper.com

Contractor's license number: 215952

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

Expiration date: 12/31/2021

Department of Industrial Relations Registration Number: 1000000076



**Hardy & Harper, Inc.**

*asphalt paving contractor*

32 RANCHO CIRCLE  
LAKE FOREST, CA 92630  
(714) 444-1851 FAX (714) 444-2801  
STATE LIC. NO. 215952  
DIR NO. 1000000076

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

Dan T. Maas – President, Chief Financial Officer

Michael Murray – Vice President

Tanner Hambright – Vice President

Kristen S. Paulino – Corporate Secretary

**Bidder Data and Signature (continued)**

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

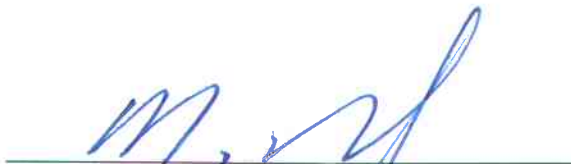
**Camino Aventura Resurfacing Project  
Bubbling Wells Road to Approximately 1285 Feet Easterly  
Community of Desert Hot Springs**

**Project No. C3-0056**

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.

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.	Pavement Recycling	569352	100000 3363	Jurupa Valley, CA	6 Excavation	<input type="checkbox"/>
2.	Interstate Striping	838618	100000 7945	Fontana, CA	10-15 Striping	<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 10 %

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

## Subcontractor List

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

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

Name of Bidder (Prime/General Contractor): Hardy & Harper, Inc.

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.						<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

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

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



## Non-Collusion Declaration

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

The undersigned declares:

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

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

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

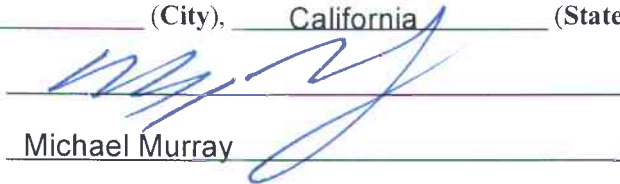
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the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

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

Novemeber (Month) 23 (Day) of 2020 (Year),

at Lake Forest (City), California (State).

Signature of Declarant:



Printed name of Declarant:

Michael Murray

Name of Bidder (Company):

Hardy & Harper, Inc.

Title or Office:

Vice President

Note: Notarization of signature required.

Check box if attachment is included.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On November 23, 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)

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

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

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

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

**Option #1 – Certification**

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

<i>Contractor Name/Financial Institution (Printed)</i> <b>Hardy &amp; Harper, Inc.</b>		<i>Federal ID Number (or n/a)</i> <b>95-2251022</b>	
<i>By (Authorized Signature)</i> 			
<i>Printed Name and Title of Person Signing</i> <b>Michael Murray - Vice President</b>			
<i>Date Executed</i> <b>11/23/2020</b>		<i>Executed in</i> <b>Lake Forest, CA</b>	

**Option #2 – Exemption**

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

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

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

**SPECIFICATIONS and CONTRACT DOCUMENTS**  
**for the**  
**CONSTRUCTION**  
**of**

**Camino Aventura Resurfacing Project  
Bubbling Wells Road to Approximately 1285 Feet Easterly**

**Community of Desert Hot Springs**

**Project No. C3-0056**



**TRANSPORTATION DEPARTMENT**



Patricia Romo, P.E.  
Director of Transportation

# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

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

### Transportation Department

#### ADDENDUM NUMBER 1

Dated November 18, 2020

to the Specifications and Contract Documents  
for the construction of

**Camino Aventura Resurfacing Project  
Bubbling Wells Road to Approximately 1285 Feet Easterly  
Community of Desert Hot Springs  
Project No. C3-0056**

**Bids Due: Wednesday, December 2, 2020; 2:00 p.m.**  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street, Riverside, CA 92501  
(951) 955-6780

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

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

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

#### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

**Item 1: Order of Work.**

Refer to Section "Order of Work" page 12-13 of the special provisions. The following provision added and made part thereof.

**1st Lift of Hot Mix Asphalt (HMA)**

The 1st lift of HMA shall be placed no later than 5 days after the existing pavement removal. The roadway shall remain open for traffic prior to placing 1st lift of HMA.

**Item 2: 73-1.03 Construction**

Refer to Section 73-1.03B Subgrade Preparation on page 43 of the special provisions. The following special provisions are added and made a part thereof:

The existing landscaping and irrigation system within one foot behind the proposed curb must be relocated out of 1' AB placed behind the curb.

The full compensation to remove landscaping and relocate irrigation behind proposed curb shall be considered as included in the contract unit price paid per Linear Foot curb and gutter and no additional compensation will be allowed.



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

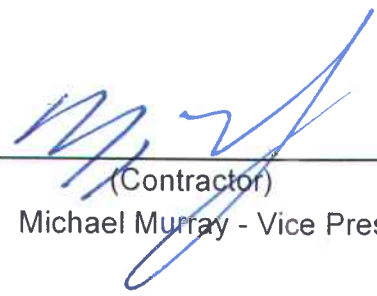
**Recommended by:**

  
\_\_\_\_\_  
Alfredo Martinez, PE  
Engineering Project Manager



**Concurrence:**

  
\_\_\_\_\_  
Khalid Nasim, PE  
Engineering Division Manager

**Acknowledged:**  \_\_\_\_\_ **Date:** 11/18/2020  
(Contractor)  
Michael Murray - Vice President

JRJ: jrj:sb

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).

### Bid Bond

**Recitals:**

1. Hardy & Harper, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Camino Aventura Resurfacing Project, Bubbling Wells Road to Approximately 1285 Feet Easterly, Community of Desert Hot Springs, Project No. C3-0056 in accordance with a Notice Inviting Bids from the County.
2. Fidelity and Deposit Company of Maryland a Illinois corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

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

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

Dated: November 20th, 2020

Signatures:

Fidelity and Deposit Company of Maryland

Hardy & Harper, Inc.

By: 

By: 

Title: Attorney in Fact  
"Surety"

Title: Michael Murray V.P.  
"Contractor"

STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Notary Public (Seal)

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

## ACKNOWLEDGMENT

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

State of California

County of Orange

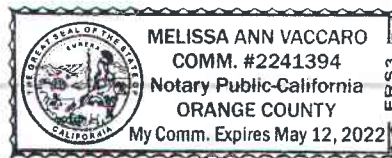
On 11/20/2020 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



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

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

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

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



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

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

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

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



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

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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of November, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended

**Certificate of Authority**

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

**Fidelity and Deposit Company of Maryland**

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

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

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

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

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



Ricardo Lara  
Insurance Commissioner

A handwritten signature in dark ink, appearing to read 'Valerie Sarfaty'.

Valerie Sarfaty  
for Catalina Hayes-Bautista  
Insurance Chief Deputy

By

**NOTICE:**

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

On November 20, 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)

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

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

WITNESS my hand and official seal.



Signature Ashlie Blanchard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

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

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



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**COMPANY PROFILE**

**Company Information**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

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

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0212 ZURICH INS GRP

**Lines Of Business**

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

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

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