

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



ITEM: 3.59
(ID # 17643)

MEETING DATE:

Tuesday, December 14, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION

DEPARTMENT: Accept the Low Bid and Award the Contract for the Construction of the San Jacinto Street Resurfacing Project, in the Community of East Hemet. District 3. [\$1,745,000 Total Cost - Local Funds 100%] (Companion Item to MT Item 17637)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any and all immaterial irregularities and accept the low bid of Hardy & Harper, Inc. of Lake Forest, California in the amount of \$1,745,000;
2. Award the contract to Hardy & Harper, Inc. and authorize the Chair of the Board to execute the contract documents; and
3. Approve the project proposed budget as shown on Attachment "A".

ACTION: Policy

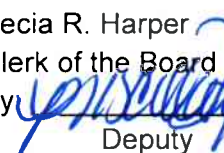

Mark Lancaster, Director of Transportation 11/4/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: December 14, 2021
xc: Trans.

(Companion Item 3.62)

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,745,000	\$ 0	\$ 1,745,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB-1 (63%), City of Hemet (35%), and Eastern Municipal Water District [EMWD] (2%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated September 14, 2021 (Agenda Item 3.37), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the San Jacinto Street Resurfacing Project to resurface approximately 1.5 miles between Thornton Avenue and Florida Avenue (SH 74) in the Community of East Hemet.

San Jacinto Street is classified as a local road south of Stetson Avenue and as a secondary highway north of Stetson Avenue in the County of Riverside's General Plan. San Jacinto Street is a two-lane road and currently ranges from 20 to 64 feet wide with curb and gutter along various segments of the roadway. Roadway resurfacing is needed due to the deteriorated pavement conditions. Various pavement rehabilitation methods are being proposed throughout the project limits which will result in new Hot Mix Asphalt (HMA) and Rubberized Hot Mix Asphalt (RHMA) being placed throughout the project limits.

Additional improvements include placement of an asphalt concrete dike, reconstruction of cross gutter and spandrels, Americans with Disabilities Act (ADA) compliant concrete driveways, pavement safety edge, placing of traffic striping, thermoplastic crosswalks and pavement markings, upgrading the existing traffic signal at the Stetson Avenue intersection from an inductive loop vehicle detection system to a video vehicle detection system, 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). San Jacinto Street resurfacing project is one of Riverside County's priority projects approved for use of the new Gas Tax/SB1 funds. Without SB1 this needed road repair project would have been shelved until funding became available.

The contract includes the following schedules of work:

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

Base Bid Schedule:	San Jacinto Street Resurfacing
Alternative Bid 1:	City of Hemet (City Limit to Florida Avenue)
Alternative Bid 2:	Eastern Municipal Water District (EMWD) Manhole Adjustments
Alternative Bid 3:	EMWD Manhole Adjustments (within City of Hemet limits)

The City of Hemet has accepted the bid prices proposed by Hardy & Harper, Inc. for alternative bid schedule 1. Therefore, the reimbursement agreement between the City of Hemet and County of Riverside is being submitted to the Board of Supervisors for approval concurrent with the award of this project.

EMWD has accepted the bid prices proposed by Hardy & Harper, Inc. for alternative bid schedules 2 and 3, and the cost for the work will be reimbursed by EMWD through a reimbursement agreement. The Director of Transportation has the authority to sign reimbursement agreements up to \$100,000 per Minute Order dated November 19, 2019 (Agenda Item 3.25).

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

Project No. D0-0069

Impact on Residents and Businesses

The purpose of this project is to replace existing deteriorated pavement with new hot mix asphalt and rubberized hot mix asphalt for the approximate 1.5 miles segment of San Jacinto Street to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

The work is scheduled to begin early 2022. The work will be phased to keep the road open during construction as much as possible and will take approximately two and a half months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in FY 2021/22 and will be funded with Gas Tax/SB1, City of Hemet, and EMWD funds.

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

There are no General Funds used in this project.

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

Contract History and Price Reasonableness

Seven bids were received on Wednesday October 6, 2021 ranging from \$1,745,000 to \$2,630,738. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Hardy & Harper, Inc. in the amount of \$1,745,000 which is \$223,428 (11.35%) below the Engineer's Estimate.

The Transportation Department recommends the award of the contract to Hardy & Harper, Inc. in the amount of \$1,745,000.

ATTACHMENTS:

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



Jason Farin, Principal Management Analyst 12/6/2021

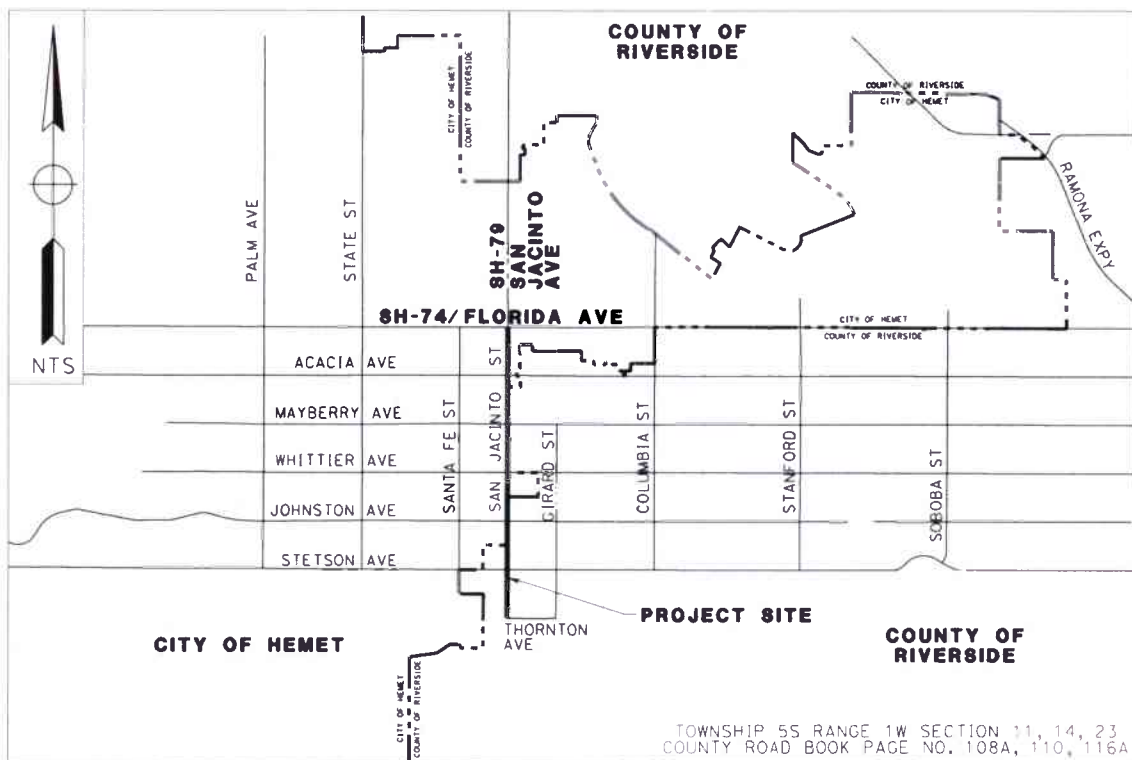
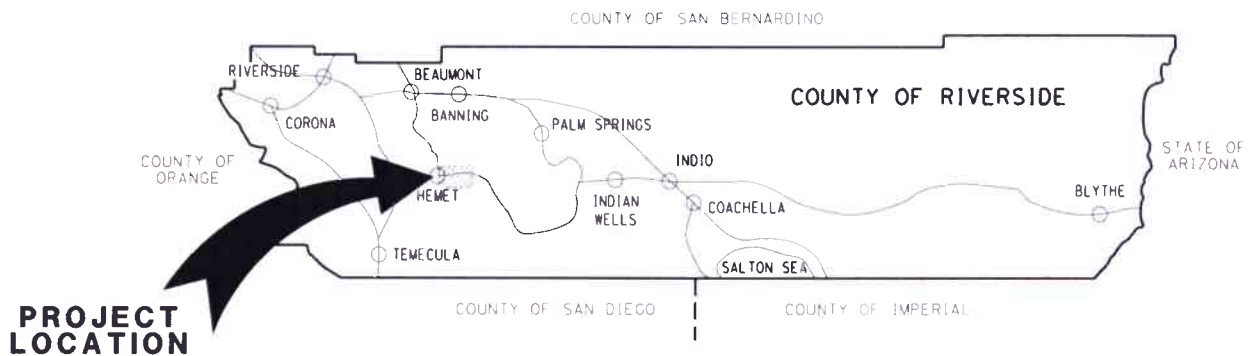


Gregory L. Priamos, Director County Counsel 12/2/2021

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SAN JACINTO STREET
RESURFACING PROJECT
THORNTON AVENUE TO FLORIDA AVENUE
COMMUNITY OF EAST HEMET

PROJECT No. D0-0069



VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Page 1

Project **SAN JACINTO ST
RESURFACING**

Project No.(s): **D0-0069**

Expenses as of **11/1/2021**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	90,398		91,000	90,000	91,000
Environmental	6,531	400	7,000	10,000	7,000
Design	267,416	5,000	273,000	227,000	273,000
Right-of-way					
Utilities					
Construction		1,745,000	1,920,000	2,270,000	1,920,000
Construction Contingency 10.0%		174,500			
Construction Engineering & Inspection 15.0%	6,815	255,185	262,000	358,000	262,000
Construction Survey 5.0%		88,000	88,000	96,000	88,000
Totals:	371,160	2,268,085	2,641,000	3,051,000	2,641,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax / SB-1	2,081,000	1,782,500
710	City of Hemet	970,000	823,500
839	Eastern Municipal Water District (EMWD)		35,000
Totals		3,051,000	2,641,000

Comments

Printed: November 1, 21 11:26 AM

BY: Alfredo Martinez

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet
 Project No. DO-0069

Advertised: September 14, 2021 (Agenda Item: 3.37)
 Addenda: None
 Bids Open: 2 pm Date: Wednesday, October 6, 2021

Company Name	BASE BID SCHEDULE San Jacinto Street Resurfacing	ALTERNATIVE BID SCHEDULE 1 City of Hemet (City Limit to Florida Ave)	ALTERNATIVE BID SCHEDULE 2 EMWD Manhole Adjustments (County)	ALTERNATIVE BID SCHEDULE 3 EMWD Manhole Adjustments (City)	Project Total
COUNTY'S ESTIMATE	1,208,676.90	745,751.75	8,000.00	6,000.00	\$1,968,428.65
1 Hardy & Harper, Inc.	1,107,000.00	610,000.00	16,000.00	12,000.00	\$1,745,000.00
2 Onyx Paving Company, Inc.	1,208,000.00	595,000.00	8,000.00	6,000.00	\$1,817,000.00
3 All American Asphalt	1,250,774.75	632,992.85	7,264.00	5,448.00	\$1,896,479.60
4 LC Paving & Sealing, Inc.	1,229,204.03	717,435.36	10,485.28	7,863.96	\$1,964,988.63
5 R.J. Noble Company	1,671,530.10	579,708.00	6,600.00	6,600.00	\$2,264,438.10
6 ATP General Engineering Contractors	1,542,382.00	768,584.75	7,600.00	5,700.00	\$2,324,266.75
7 Hillcrest Contracting	1,800,004.47	816,734.05	8,000.00	6,000.00	\$2,630,738.52
Average Bid Prices	\$1,401,270.76	\$674,350.72	\$9,135.61	\$7,087.42	\$2,091,844.51

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

BASE BID SCHEDULE - San Jacinto Street Resurfacing					COUNTY'S ESTIMATE			1	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	-----	LS	1	2,350.00	2,350.00	2,000.00	2,000.00
2	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	47,000.00	47,000.00	41,484.00	41,484.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	2,350.00	2,350.00	2,000.00	2,000.00
4	170103	CLEARING AND GRUBBING	-----	LS	1	11,750.00	11,750.00	11,000.00	11,000.00
5	066100	DUST ABATEMENT	-----	LS	1	4,700.00	4,700.00	2,092.15	2,092.15
6	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	-----	EA	1	1,000.00	1,000.00	6,000.00	6,000.00
7	190101(F)	ROADWAY EXCAVATION	Like 1	CY	1,450	55.00	79,750.00	55.00	79,750.00
8	202027	RELOCATE WATER METER	-----	EA	1	500.00	500.00	12,000.00	12,000.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	145	10.00	1,450.00	13.00	1,885.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	-----	LF	434	10.00	4,340.00	13.00	5,642.00
11	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	-----	SQFT	263	10.00	2,630.00	5.00	1,315.00
12	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	3,035	10.00	30,350.00	5.00	15,175.00
13	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	2,456	80.00	196,480.00	75.00	184,200.00
14	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,093	100.00	209,300.00	88.00	184,184.00
15	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-----	LF	301	10.00	3,010.00	13.00	3,913.00
16	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	9,983	3.00	29,949.00	2.25	22,461.75
17	710200	ADJUST MANHOLE [LHMWD, RCFC]	Like 6	EA	12	1,000.00	12,000.00	1,350.00	16,200.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-----	LF	1,241	35.00	43,435.00	36.00	44,676.00
19	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	346	35.00	12,110.00	38.00	13,148.00
20	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	257	35.00	8,995.00	11.00	2,827.00
21	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	-----	SQFT	348	15.00	5,220.00	15.00	5,220.00

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

BASE BID SCHEDULE - San Jacinto Street Resurfacing (continued)						COUNTY'S ESTIMATE			1 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	2	4,000.00	8,000.00	4,500.00	9,000.00	
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	12,646	15.00	189,690.00	15.00	189,690.00	
24	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	13	20.00	260.00	55.00	715.00	
25	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	2,546	35.00	89,110.00	11.00	28,006.00	
26	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	158	50.00	7,900.00	8.00	1,264.00	
27	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	6	5,000.00	30,000.00	4,500.00	27,000.00	
28	782120	RELOCATE MAILBOX	-----	EA	8	150.00	1,200.00	600.00	4,800.00	
29	015602	FUNDING AWARENESS SIGN	-----	EA	2	500.00	1,000.00	1,600.00	3,200.00	
30	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	509	3.00	1,527.00	4.50	2,290.50	
31	820130	OBJECT MARKER	-----	EA	1	150.00	150.00	150.00	150.00	
32	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	24	150.00	3,600.00	55.00	1,320.00	
33	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	23	350.00	8,050.00	350.00	8,050.00	
34	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,200	5.00	6,000.00	4.00	4,800.00	
35	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	232	2.50	580.00	4.00	928.00	
36	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	8,254	0.35	2,888.90	0.40	3,301.60	
37	846020(F)	REMOVE PAINTED TRAFFIC STRIPE	-----	LF	52	1.00	52.00	6.00	312.00	
38	870400	SIGNAL AND LIGHTING SYSTEM [STETSON AVE]	-----	LS	1	60,000.00	60,000.00	75,000.00	75,000.00	
39	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	90,000.00	90,000.00	90,000.00	90,000.00	
BASE BID SCH - SUB-TOTAL							1,208,676.90		1,107,000.00	
ITEMS 1 - 39										

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave)					COUNTY'S ESTIMATE			1	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	100100	DEVELOP WATER SUPPLY		LS	1	2,650.00	2,650.00	2,000.00	2,000.00
41	120100	TRAFFIC CONTROL SYSTEM		LS	1	53,000.00	53,000.00	39,809.00	39,809.00
42	130200	PREPARE WATER POLLUTION CONTROL PROGRAM		LS	1	2,650.00	2,650.00	2,000.00	2,000.00
43	170103	CLEARING AND GRUBBING		LS	1	13,250.00	13,250.00	10,000.00	10,000.00
44	066100	DUST ABATEMENT		LS	1	5,300.00	5,300.00	5,000.00	5,000.00
45	190101(F)	ROADWAY EXCAVATION	Like 1	CY	144	55.00	7,920.00	55.00	7,920.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	10	10.00	100.00	13.00	130.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	220	80.00	17,600.00	75.00	16,500.00
48	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,713	100.00	271,300.00	88.00	238,744.00
49	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	21,040	3.00	63,120.00	2.25	47,340.00
50	710200	ADJUST MANHOLE [LHMWD]	Like 6	EA	7	1,000.00	7,000.00	1,350.00	9,450.00
51	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	20	35.00	700.00	38.00	760.00
52	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	443	35.00	15,505.00	11.00	4,873.00
53	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	4	4,000.00	16,000.00	4,500.00	18,000.00
54	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	6,092	15.00	91,380.00	15.00	91,380.00
55	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	123	20.00	2,460.00	55.00	6,765.00
56	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	283	35.00	9,905.00	11.00	3,113.00
57	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	1,187	50.00	59,350.00	8.00	9,496.00
58	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	16	5,000.00	80,000.00	4,500.00	72,000.00
59	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	350	3.00	1,050.00	4.50	1,575.00
60	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	29	150.00	4,350.00	55.00	1,595.00

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave) (continued)							COUNTY'S ESTIMATE		1 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
61	820510	RESET ROADSIDE SIGN (ONE POST)	-----	EA	3	100.00	300.00	150.00	450.00	
62	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	29	350.00	10,150.00	350.00	10,150.00	
63	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,172	5.00	5,860.00	4.00	4,688.00	
64	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	215	2.50	537.50	4.00	860.00	
65	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	3,755	0.35	1,314.25	0.40	1,502.00	
66	870111	INDUCTIVE LOOP DETECTOR (EA)	-----	EA	3	1,000.00	3,000.00	1,300.00	3,900.00	
ALT BID SCH 1 - SUB-TOTAL ITEMS 40 - 66							745,751.75		610,000.00	

ALTERNATIVE BID SCHEDULE 2 - EMWD Manhole Adjustments (County)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
67	710200	ADJUST MANHOLE [EMWD]	-----	EA	8	1,000.00	8,000.00	2,000.00	16,000.00
ALT BID SCH 2 - SUB-TOTAL							8,000.00		16,000.00
ITEM 67									

ALTERNATIVE BID SCHEDULE 3 - EMWD Manhole Adjustments (City)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
68	710200	ADJUST MANHOLE [EMWD]	-----	EA	6	1,000.00	6,000.00	2,000.00	12,000.00
ALT BID SCH 3 - SUB-TOTAL							6,000.00		12,000.00
ITEM 68									

PROJECT TOTAL				1,968,428.65				1,745,000.00	
ITEMS 1 - 68									

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

BASE BID SCHEDULE - San Jacinto Street Resurfacing						2		3	
ITEM NO.		ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	Onyx Paving Company, Inc. Anaheim, CA 92806	ENG ESTIMATE	All American Asphalt Corona, CA 92879
1		100100	DEVELOP WATER SUPPLY	-----	LS	1	3,000.00	3,000.00	2,000.00
2		120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	37,000.00	37,000.00	45,000.00
3		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	3,000.00	3,000.00	6,000.00
4		170103	CLEARING AND GRUBBING	-----	LS	1	88,000.00	88,000.00	46,000.00
5		066100	DUST ABATEMENT	-----	LS	1	3,000.00	3,000.00	8,000.00
6		011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	-----	EA	1	7,000.00	7,000.00	14,700.00
7		190101(F)	ROADWAY EXCAVATION	Like 1	CY	1,450	30.30	43,935.00	52.00
8		202027	RELOCATE WATER METER	-----	EA	1	10,000.00	10,000.00	8,100.00
9		013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	145	8.00	1,160.00	11.00
10		013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	-----	LF	434	8.00	3,472.00	11.00
11		013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	-----	SQFT	263	11.00	2,893.00	3.30
12		013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	3,035	3.33	10,106.55	2.60
13		390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	2,456	84.84	208,367.04	72.00
14		390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,093	88.88	186,025.84	96.00
15		394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-----	LF	301	8.00	2,408.00	11.00
16		398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	9,983	1.77	17,669.91	2.00
17		710200	ADJUST MANHOLE [LHMWD, RCFC]	Like 6	EA	12	1,000.00	12,000.00	908.00
18		017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-----	LF	1,241	44.00	54,604.00	48.00
19		017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	346	44.00	15,224.00	52.00
20		017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	257	13.00	3,341.00	13.50
21		017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	-----	SQFT	348	40.00	13,920.00	66.00

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

2					3		
Onyx Paving Company, Inc. Anaheim, CA 92806					All American Asphalt Corona, CA 92879		
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	2	4,848.00	9,696.00
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	12,646	14.41	182,228.86
24	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	13	44.00	572.00
25	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	2,546	13.00	33,098.00
26	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	158	10.00	1,580.00
27	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	6	4,848.00	29,088.00
28	782120	RELOCATE MAILBOX	-----	EA	8	300.00	2,400.00
29	015602	FUNDING AWARENESS SIGN	-----	EA	2	1,500.00	3,000.00
30	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	509	4.00	2,036.00
31	820130	OBJECT MARKER	-----	EA	1	200.00	200.00
32	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	24	25.00	600.00
33	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	23	350.00	8,050.00
34	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,200	4.75	5,700.00
35	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	232	4.00	928.00
36	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	8,254	0.75	6,190.50
37	846020(F)	REMOVE PAINTED TRAFFIC STRIPE	-----	LF	52	3.00	156.00
38	870400	SIGNAL AND LIGHTING SYSTEM [STETSON AVE]	-----	LS	1	106,350.30	106,350.30
39	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	90,000.00	90,000.00
BASE BID SCH - SUB-TOTAL							1,208,000.00
ITEMS 1 - 39							1,250,774.75

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave)						2		3	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	Onyx Paving Company, Inc. Anaheim, CA 92806		All American Asphalt Corona, CA 92879	
						UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	100100	DEVELOP WATER SUPPLY	-----	LS	1	3,000.00	3,000.00	900.00	900.00
41	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	13,055.79	13,055.79	19,000.00	19,000.00
42	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	3,000.00	3,000.00	3,000.00	3,000.00
43	170103	CLEARING AND GRUBBING	-----	LS	1	27,000.00	27,000.00	19,000.00	19,000.00
44	066100	DUST ABATEMENT	-----	LS	1	3,000.00	3,000.00	4,000.00	4,000.00
45	190101(F)	ROADWAY EXCAVATION	Like 1	CY	144	30.30	4,363.20	52.00	7,488.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	10	8.00	80.00	11.00	110.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	220	84.84	18,664.80	72.00	15,840.00
48	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,713	88.88	241,131.44	96.00	260,448.00
49	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	21,040	1.77	37,240.80	2.00	42,080.00
50	710200	ADJUST MANHOLE [LHMWD]	Like 6	EA	7	1,000.00	7,000.00	908.00	6,356.00
51	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	20	44.00	880.00	52.00	1,040.00
52	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	443	13.00	5,759.00	13.50	5,980.50
53	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	4	4,848.00	19,392.00	6,500.00	26,000.00
54	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	6,092	14.41	87,785.72	18.00	109,656.00
55	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	123	44.00	5,412.00	82.00	10,086.00
56	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	283	13.00	3,679.00	12.70	3,594.10
57	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	1,187	10.00	11,870.00	9.00	10,683.00
58	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	16	4,848.00	77,568.00	4,100.00	65,600.00
59	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	350	4.00	1,400.00	4.25	1,487.50
60	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	29	25.00	725.00	50.00	1,450.00

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave) (continued)						2		3	
						Onyx Paving Company, Inc. Anaheim, CA 92806		All American Asphalt Corona, CA 92879	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
61	820510	RESET ROADSIDE SIGN (ONE POST)	-----	EA	3	200.00	600.00	100.00	300.00
62	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	29	350.00	10,150.00	325.00	9,425.00
63	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,172	4.75	5,567.00	3.50	4,102.00
64	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	215	4.00	860.00	3.50	752.50
65	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	3,755	0.75	2,816.25	0.35	1,314.25
66	870111	INDUCTIVE LOOP DETECTOR (EA)	-----	EA	3	1,000.00	3,000.00	1,100.00	3,300.00
ALT BID SCH 1 - SUB-TOTAL ITEMS 40 - 66							595,000.00		632,992.85

ALTERNATIVE BID SCHEDULE 2 - EMWD Manhole Adjustments (County)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
67	710200	ADJUST MANHOLE [EMWD]	-----	EA	8	1,000.00	8,000.00	908.00	7,264.00
ALT BID SCH 2 - SUB-TOTAL							8,000.00		7,264.00
ITEM 67									

ALTERNATIVE BID SCHEDULE 3 - EMWD Manhole Adjustments (City)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
68	710200	ADJUST MANHOLE [EMWD]	-----	EA	6	1,000.00	6,000.00	908.00	5,448.00
ALT BID SCH 3 - SUB-TOTAL							6,000.00		5,448.00
ITEM 68									

PROJECT TOTAL
ITEMS 1 - 68

		1,817,000.00	1,896,479.60
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Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

BASE BID SCHEDULE - San Jacinto Street Resurfacing						4		5	
						LC Paving & Sealing, Inc. Escondido, CA 92029		R.J. Noble Company Orange, CA 92856	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	----	LS	1	11,686.70	11,686.70	1,100.00	1,100.00
2	120100	TRAFFIC CONTROL SYSTEM	----	LS	1	32,357.67	32,357.67	230,000.00	230,000.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	----	LS	1	30,967.77	30,967.77	4,000.00	4,000.00
4	170103	CLEARING AND GRUBBING	----	LS	1	27,694.23	27,694.23	180,000.00	180,000.00
5	066100	DUST ABATEMENT	----	LS	1	12,981.25	12,981.25	89,000.00	89,000.00
6	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	----	EA	1	4,291.80	4,291.80	5,000.00	5,000.00
7	190101(F)	ROADWAY EXCAVATION	Like 1	CY	1,450	46.08	66,816.00	75.25	109,112.50
8	202027	RELOCATE WATER METER	----	EA	1	2,985.10	2,985.10	10,500.00	10,500.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	145	26.35	3,820.75	16.00	2,320.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	----	LF	434	10.38	4,504.92	16.00	6,944.00
11	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	----	SQFT	263	25.65	6,745.95	27.00	7,101.00
12	013908	ASPHALT CONCRETE DRIVEWAY	----	SQFT	3,035	7.23	21,943.05	5.50	16,692.50
13	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	2,456	80.85	198,567.60	76.00	186,656.00
14	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,093	115.77	242,306.61	83.50	174,765.50
15	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	----	LF	301	14.21	4,277.21	16.00	4,816.00
16	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	9,983	2.21	22,062.43	3.00	29,949.00
17	710200	ADJUST MANHOLE [LHMWD, RCFC]	Like 6	EA	12	880.94	10,571.28	1,100.00	13,200.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	----	LF	1,241	38.66	47,977.06	55.25	68,565.25
19	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	346	38.61	13,359.06	55.25	19,116.50
20	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	257	22.00	5,654.00	13.75	3,533.75
21	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	----	SQFT	348	54.54	18,979.92	44.00	15,312.00

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

4					5				
LC Paving & Sealing, Inc. Escondido, CA 92029					R.J. Noble Company Orange, CA 92856				
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	2	4,791.09	9,582.18	5,100.00	10,200.00
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	12,646	12.02	152,004.92	15.50	196,013.00
24	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	13	83.33	1,083.29	46.25	601.25
25	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	2,546	9.00	22,914.00	13.75	35,007.50
26	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	158	12.38	1,956.04	10.50	1,659.00
27	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	6	4,791.09	28,746.54	5,400.00	32,400.00
28	782120	RELOCATE MAILBOX	-----	EA	8	406.68	3,253.44	800.00	6,400.00
29	015602	FUNDING AWARENESS SIGN	-----	EA	2	920.77	1,841.54	630.00	1,260.00
30	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	509	4.30	2,188.70	4.50	2,290.50
31	820130	OBJECT MARKER	-----	EA	1	214.87	214.87	68.25	68.25
32	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	24	26.86	644.64	52.50	1,260.00
33	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	23	376.01	8,648.23	340.00	7,820.00
34	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,200	5.10	6,120.00	3.75	4,500.00
35	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	232	4.30	997.60	3.75	870.00
36	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	8,254	0.80	6,603.20	0.40	3,301.60
37	846020(F)	REMOVE PAINTED TRAFFIC STRIPE	-----	LF	52	3.22	167.44	3.75	195.00
38	870400	SIGNAL AND LIGHTING SYSTEM [STETSON AVE]	-----	LS	1	101,687.04	101,687.04	100,000.00	100,000.00
39	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	90,000.00	90,000.00	90,000.00	90,000.00
BASE BID SCH - SUB-TOTAL							1,229,204.03		1,671,530.10

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave)						4		5	
						LC Paving & Sealing, Inc. Escondido, CA 92029		R.J. Noble Company Orange, CA 92856	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	100100	DEVELOP WATER SUPPLY	-----	LS	1	11,686.70	11,686.70	320.00	320.00
41	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	32,357.67	32,357.67	50.00	50.00
42	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	7,228.28	7,228.28	50.00	50.00
43	170103	CLEARING AND GRUBBING	-----	LS	1	27,694.23	27,694.23	50.00	50.00
44	066100	DUST ABATEMENT	-----	LS	1	12,767.34	12,767.34	50.00	50.00
45	190101(F)	ROADWAY EXCAVATION	Like 1	CY	144	46.08	6,635.52	75.25	10,836.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	10	26.35	263.50	16.00	160.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	220	80.85	17,787.00	76.00	16,720.00
48	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,713	115.77	314,084.01	83.50	226,535.50
49	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	21,040	2.21	46,498.40	3.00	63,120.00
50	710200	ADJUST MANHOLE [LHMWD]	Like 6	EA	7	880.94	6,166.58	1,100.00	7,700.00
51	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	20	38.61	772.20	55.25	1,105.00
52	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	443	22.00	9,746.00	13.75	6,091.25
53	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	4	4,791.09	19,164.36	5,100.00	20,400.00
54	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	6,092	12.02	73,225.84	15.50	94,426.00
55	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	123	83.33	10,249.59	46.25	5,688.75
56	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	283	9.00	2,547.00	13.75	3,891.25
57	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	1,187	12.38	14,695.06	10.50	12,463.50
58	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	16	4,791.09	76,657.44	5,400.00	86,400.00
59	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	350	4.30	1,505.00	4.50	1,575.00
60	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	29	26.86	778.94	52.50	1,522.50

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave) (continued)				4		5	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	BID ESTIMATE
61	820510	RESET ROADSIDE SIGN (ONE POST)	-----	EA	3	214.87	644.61
62	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	29	376.01	10,904.29
63	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,172	5.10	5,977.20
64	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	215	4.30	924.50
65	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	3,755	0.80	3,004.00
66	870111	INDUCTIVE LOOP DETECTOR (EA)	-----	EA	3	1,156.70	3,470.10
ALT BID SCH 1 - SUB-TOTAL							717,435.36
ITEMS 40 - 66							579,708.00

ALTERNATIVE BID SCHEDULE 2 - EMWD Manhole Adjustments (County)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
67	710200	ADJUST MANHOLE [EMWD]	-----	EA	8	1,310.66	10,485.28	825.00	6,600.00
ALT BID SCH 2 - SUB-TOTAL							10,485.28		6,600.00
ITEM 67									

ALTERNATIVE BID SCHEDULE 3 - EMWD Manhole Adjustments (City)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
68	710200	ADJUST MANHOLE [EMWD]	-----	EA	6	1,310.66	7,863.96	1,100.00	6,600.00
ALT BID SCH 3 - SUB-TOTAL							7,863.96		6,600.00
ITEM 68									

PROJECT TOTAL
ITEMS 1 - 68

							1,964,988.63		2,264,438.10
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Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

Advised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

BASE BID SCHEDULE - San Jacinto Street Resurfacing										6		7	
ATP General Engineering Contractors San Diego, CA 92123				Hillcrest Contracting Corona, CA 92879									
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE				
1	100100	DEVELOP WATER SUPPLY	-----	LS	1	2,350.00	2,350.00	74,000.00	74,000.00				
2	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	200,000.00	200,000.00	111,000.00	111,000.00				
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	2,350.00	2,350.00	13,800.00	13,800.00				
4	170103	CLEARING AND GRUBBING	-----	LS	1	11,750.00	11,750.00	96,000.00	96,000.00				
5	066100	DUST ABATEMENT	-----	LS	1	4,700.00	4,700.00	24,000.00	24,000.00				
6	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	-----	EA	1	4,500.00	4,500.00	14,400.00	14,400.00				
7	190101(F)	ROADWAY EXCAVATION	Like 1	CY	1,450	57.00	82,650.00	130.00	188,500.00				
8	202027	RELOCATE WATER METER	-----	EA	1	7,500.00	7,500.00	15,800.00	15,800.00				
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	145	14.00	2,030.00	29.00	4,205.00				
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	-----	LF	434	14.00	6,076.00	16.60	7,204.40				
11	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	-----	SQFT	263	5.00	1,315.00	15.30	4,023.90				
12	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	3,035	5.00	15,175.00	8.70	26,404.50				
13	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	2,456	84.00	206,304.00	100.00	245,600.00				
14	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,093	99.00	207,207.00	129.00	269,997.00				
15	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-----	LF	301	14.00	4,214.00	19.20	5,779.20				
16	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	9,983	3.50	34,940.50	2.33	23,260.39				
17	710200	ADJUST MANHOLE [LHMWD, RCFC]	Like 6	EA	12	950.00	11,400.00	1,000.00	12,000.00				
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-----	LF	1,241	61.00	75,701.00	29.00	35,989.00				
19	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	346	61.00	21,106.00	110.00	38,060.00				
20	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	257	21.00	5,397.00	24.00	6,168.00				
21	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	-----	SQFT	348	79.00	27,492.00	153.00	53,244.00				

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

BASE BID SCHEDULE - San Jacinto Street Resurfacing (continued)										6		7	
										ATP General Engineering Contractors San Diego, CA 92123		Hillcrest Contracting Corona, CA 92879	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE				
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	2	8,324.00	16,648.00	4,900.00	9,800.00				
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	12,646	22.00	278,212.00	16.00	202,336.00				
24	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	13	67.00	871.00	51.00	663.00				
25	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	2,546	12.00	30,552.00	17.60	44,809.60				
26	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	158	9.50	1,501.00	9.40	1,485.20				
27	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	6	8,310.00	49,860.00	5,600.00	33,600.00				
28	782120	RELOCATE MAILBOX	-----	EA	8	465.00	3,720.00	610.00	4,880.00				
29	015602	FUNDING AWARENESS SIGN	-----	EA	2	1,500.00	3,000.00	2,000.00	4,000.00				
30	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	509	4.00	2,036.00	4.50	2,290.50				
31	820130	OBJECT MARKER	-----	EA	1	200.00	200.00	68.00	68.00				
32	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	24	25.00	600.00	53.00	1,272.00				
33	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	23	350.00	8,050.00	340.00	7,820.00				
34	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,200	4.75	5,700.00	3.70	4,440.00				
35	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	232	4.00	928.00	3.70	858.40				
36	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	8,254	0.75	6,190.50	0.37	3,053.98				
37	846020(F)	REMOVE PAINTED TRAFFIC STRIPE	-----	LF	52	3.00	156.00	3.70	192.40				
38	870400	SIGNAL AND LIGHTING SYSTEM [STETSON AVE]	-----	LS	1	110,000.00	110,000.00	119,000.00	119,000.00				
39	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	90,000.00	90,000.00	90,000.00	90,000.00				
BASE BID SCH - SUB-TOTAL						1,542,382.00				1,800,004.47			
ITEMS 1 - 39													

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

6				7		
ATP General Engineering Contractors San Diego, CA 92123				Hillcrest Contracting Corona, CA 92879		
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	BID ESTIMATE
40	100100	DEVELOP WATER SUPPLY	----	LS	1	2,750.00
41	120100	TRAFFIC CONTROL SYSTEM	----	LS	1	28,000.00
42	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	----	LS	1	5,100.00
43	170103	CLEARING AND GRUBBING	----	LS	1	56,000.00
44	066100	DUST ABATEMENT	----	LS	1	13,000.00
45	190101(F)	ROADWAY EXCAVATION	Like 1	CY	144	8,208.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	10	140.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	220	18,480.00
48	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,713	268,587.00
49	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	21,040	73,640.00
50	710200	ADJUST MANHOLE [LHMWD]	Like 6	EA	7	6,650.00
51	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	20	1,220.00
52	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	443	9,303.00
53	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	4	8,324.00
54	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	6,092	134,024.00
55	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	123	8,241.00
56	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	283	3,396.00
57	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	1,187	11,276.50
58	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	16	8,310.00
59	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	350	1,400.00
60	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	29	725.00

Riverside County Transportation Department
Summary of Bids

PROJECT: San Jacinto Street Resurfacing Project
 Thornton Avenue to Florida Avenue
 Community of East Hemet

Advertised: September 14, 2021 (Agenda Item: 3.37)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 6, 2021

Project No. D0-0069

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave) (continued)				6		7	
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	BID ESTIMATE
61	820510	RESET ROADSIDE SIGN (ONE POST)	-----	EA	3	200.00	600.00
62	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	29	350.00	10,150.00
63	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,172	4.75	5,567.00
64	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	215	4.00	860.00
65	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	3,755	0.75	2,816.25
66	870111	INDUCTIVE LOOP DETECTOR (EA)	-----	EA	3	1,165.00	3,495.00
ALT BID SCH 1 - SUB-TOTAL ITEMS 40 - 66						768,584.75	816,734.05

ALTERNATIVE BID SCHEDULE 2 - EMWD Manhole Adjustments (County)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
67	710200	ADJUST MANHOLE [EMWD]	-----	EA	8	950.00	7,600.00	1,000.00	8,000.00
ALT BID SCH 2 - SUB-TOTAL ITEM 67						7,600.00			8,000.00

ALTERNATIVE BID SCHEDULE 3 - EMWD Manhole Adjustments (City)

ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEMS	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
68	710200	ADJUST MANHOLE [EMWD]	-----	EA	6	950.00	5,700.00	1,000.00	6,000.00
ALT BID SCH 3 - SUB-TOTAL ITEM 68						5,700.00			6,000.00

**PROJECT TOTAL
ITEMS 1 - 68**

2,324,266.75

2,630,738.52

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".

W I T N E S S E T H

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **San Jacinto Street Resurfacing Project, Thornton Avenue to Florida Avenue, Community of East Hemet, Project No. D0-0069**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

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

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.

**San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet**

Contract

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - San Jacinto Street Resurfacing							
1	100100	DEVELOP WATER SUPPLY	-----	LS	1	2,000.00	2,000.00
2	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	41,484.00	41,484.00
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	2,000.00	2,000.00
4	170103	CLEARING AND GRUBBING	-----	LS	1	11,000.00	11,000.00
5	066100	DUST ABATEMENT	-----	LS	1	2,092.15	2,092.15
6	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	-----	EA	1	6,000.00	6,000.00
7	190101(F)	ROADWAY EXCAVATION	Like 1	CY	1,450	55.00	79,750.00
8	202027	RELOCATE WATER METER	-----	EA	1	12,000.00	12,000.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	145	13.00	1,885.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	-----	LF	434	13.00	5,642.00
11	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	-----	SQFT	263	5.00	1,315.00
12	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	3,035	5.00	15,175.00
13	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	2,456	75.00	184,200.00
14	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,093	88.00	184,184.00
15	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-----	LF	301	13.00	3,913.00
16	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	9,983	2.25	22,461.75
17	710200	ADJUST MANHOLE [LHMWD, RCFC]	Like 6	EA	12	1,350.00	16,200.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-----	LF	1,241	36.00	44,676.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - San Jacinto Street Resurfacing (continued)							
19	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	346	38.00	13,148.00
20	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	257	11.00	2,827.00
21	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	-----	SQFT	348	15.00	5,220.00
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	2	4,500.00	9,000.00
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	12,646	15.00	189,690.00
24	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	13	55.00	715.00
25	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	2,546	11.00	28,006.00
26	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	158	8.00	1,264.00
27	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	6	4,500.00	27,000.00
28	782120	RELOCATE MAILBOX	-----	EA	8	600.00	4,800.00
29	015602	FUNDING AWARENESS SIGN	-----	EA	2	1,600.00	3,200.00
30	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	509	4.50	2,290.50
31	820130	OBJECT MARKER	-----	EA	1	150.00	150.00
32	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	24	55.00	1,320.00
33	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	23	350.00	8,050.00
34	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,200	4.00	4,800.00
35	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	232	4.00	928.00
36	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	8,254	0.40	3,301.60
37	846020(F)	REMOVE PAINTED TRAFFIC STRIPE	-----	LF	52	6.00	312.00
38	870400	SIGNAL AND LIGHTING SYSTEM [STETSON AVE]	-----	LS	1	75,000.00	75,000.00
39	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	90,000.00	90,000.00

Contract (Continued)

BASE BID
SCHEDULE

SUB-TOTAL:

One million, one hundred seven thousand dollars and zero cents

\$ 1,107,000.00

ITEMS 1 – 39

"WORDS"

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave)							
40	100100	DEVELOP WATER SUPPLY	-----	LS	1	2,000.00	2,000.00
41	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	39,809.00	39,809.00
42	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	2,000.00	2,000.00
43	170103	CLEARING AND GRUBBING	-----	LS	1	10,000.00	10,000.00
44	066100	DUST ABATEMENT	-----	LS	1	5,000.00	5,000.00
45	190101(F)	ROADWAY EXCAVATION	Like 1	CY	144	55.00	7,920.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	10	13.00	130.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	220	75.00	16,500.00
48	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,713	88.00	238,744.00
49	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	21,040	2.25	47,340.00
50	710200	ADJUST MANHOLE [LHMWD]	Like 6	EA	7	1,350.00	9,450.00
51	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	20	38.00	760.00
52	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	443	11.00	4,873.00
53	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	4	4,500.00	18,000.00
54	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	6,092	15.00	91,380.00
55	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	123	55.00	6,765.00
56	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	283	11.00	3,113.00
57	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	1,187	8.00	9,496.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave) (continued)							
58	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	16	4,500.00	72,000.00
59	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	350	4.50	1,575.00
60	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	29	55.00	1,595.00
61	820510	RESET ROADSIDE SIGN (ONE POST)	-----	EA	3	150.00	450.00
62	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	29	350.00	10,150.00
63	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,172	4.00	4,688.00
64	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	215	4.00	860.00
65	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	3,755	0.40	1,502.00
66	870111	INDUCTIVE LOOP DETECTOR	-----	EA	3	1,300.00	3,900.00

ALT BID

SCH. 1

SUB-TOTAL: _____ Six hundred ten thousand dollars and zero cents

\$ 610,000.00

ITEMS 40 – 66 "WORDS"

ALTERNATIVE BID SCHEDULE 2 - EMWD Manhole Adjustments (County)

67	710200	ADJUST MANHOLE [EMWD]	-----	EA	8	2,000.00	16,000.00
----	--------	-----------------------	-------	----	---	----------	-----------

ALT BID

SCH. 1

SUB-TOTAL: _____ Sixteen thousand dollars and zero cents

\$ 16,000.00

ITEM 67 "WORDS"

Contract (Continued)

ALTERNATIVE BID SCHEDULE 3 - EMWD Manhole Adjustments (City)

68	710200	ADJUST MANHOLE [EMWD]	-----	EA	6	2,000.00	12,000.00
----	--------	-----------------------	-------	----	---	----------	-----------

ALT BID

SCH. 1

SUB-TOTAL: Twelve thousand dollars and zero cents **\$ 12,000.00**

ITEM 68 "WORDS"

PROJECT

TOTAL: One million, seven hundred forty-five thousand dollars and zero cents **\$ 1,745,000.00**

ITEMS 1 – 68 "WORDS"

San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet

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

COUNTY OF RIVERSIDE

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

DATED: DEC 14 2021

ATTEST:

Kecia R. Harper, Clerk of the Board

BY: [Signature]
Deputy

OR APPROVED COUNTY COUNSEL
[Signature]
DANIELLE D. MALAND

HARDY & HARPER, INC.

BY: [Signature]
Michael Murray

TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:

[Signature]
Kristen Paulino

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)

**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 4, 2021, 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 Vice-Presidents of the Company.

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

DANIEL MAAS

KRISTEN S. PAULINO

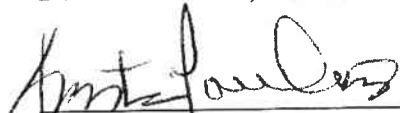
TESSA MAAS

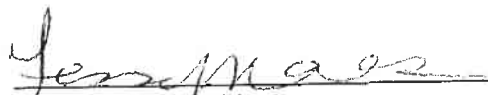
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations 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 4, 2020 *KSP*


DANIEL MAAS, Director/President


KRISTEN PAULINO, Director/Secretary


TESSA MAAS, Director

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 **San Jacinto Street Resurfacing Project, Thornton Avenue to Florida Avenue, Community of East Hemet, Project No. D0-0069.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,745,000.00 (One million, seven hundred forty-five thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

Payment Bond

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

The makers of this Bond are **Hardy & Harper, Inc.** as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,745,000.00 (One million, seven hundred forty-five 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 **San Jacinto Street Resurfacing Project, Thornton Avenue to Florida Avenue, Community of East Hemet, Project No. D0-0069.**

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

Dated: _____

Original Contractor – Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE

OF _____

COUNTY _____

OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

Bond No. 7666910
Premium: \$8,078.00

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 **San Jacinto Street Resurfacing Project, Thornton Avenue to Florida Avenue, Community of East Hemet, Project No. D0-0069.**
2. Fidelity and Deposit Company of Maryland, a Illinois corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$1,745,000.00 (One million, seven hundred forty-five 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 October 19th, 2021

Hardy & Harper, Inc.

Fidelity and Deposit Company of Maryland

By

Michael Murray - V.P.

By

By

Kristen Paulino

Type Name Dwight Reilly

Title Secretary

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

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

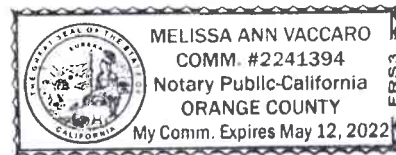
On 10/19/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of ORANGE)On October 25, 2021 before me, JO-ANN LYONS NOTARY PUBLIC,

Date

Here Insert Name and Title of the Officer

personally appeared Mike Murray & 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 Jo-Ann Lyons
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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

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

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

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



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

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

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



Constance A. Dunn

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 19th day of October, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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





Company Profile

Company Search

[Company Information](#)

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company

Performance & Comparison Data

Company

Enforcement Action

Composite

Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

NAIC Group #: [0212](#) ZURICH INS GRP

Lines Of Business

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

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

[back to top](#)

Payment Bond

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

The makers of this Bond are **Hardy & Harper, Inc.** as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$1,745,000.00 (One million, seven hundred forty-five 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 **San Jacinto Street Resurfacing Project, Thornton Avenue to Florida Avenue, Community of East Hemet, Project No. D0-0069.**

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: October 19th, 2021

Hardy & Harper, Inc.
Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

By Michael Murray

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

Title Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF
COUNTY
OF

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

ACKNOWLEDGMENT

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

State of California

County of Orange

On 10/19/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of ORANGE)

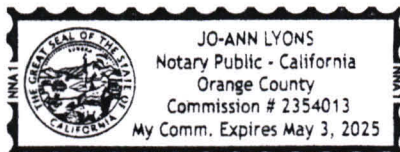
On October 25, 2021 before me, JO-ANN LYONS NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared Mike 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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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



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

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

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

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



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, 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

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 19th day of October, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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





Company Profile

Company Search

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

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Financial Statements PDF's

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Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

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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)

11/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	CONTACT NAME: Soham Naik	
	PHONE (A/C, No, Ext): 949-527-9818 FAX (A/C, No): 949-756-2713	
	E-MAIL ADDRESS: Soham.Naik@alliant.com	
INSURED Hardy & Harper, Inc. Maas Equipment, LLC 32 Rancho Circle Lake Forest CA 92630	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Colony Specialty Insurance Com	36927
	INSURER B: Great American E & S Insurance	37532
	INSURER C: Executive Risk Indemnity Inc	35181
	INSURER D: Federal Insurance Company	20281
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2040816286**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
C	<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 <input type="checkbox"/> OTHER	Y	Y	54309997	10/1/2021	10/1/2022	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 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54310018	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	54310019	10/1/2021	10/1/2022	<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
B A	Pollution Liability/ Professional Rented/Leased Equip Owned Equipment			PCM E502853 02 M255523-1	10/1/2021 10/1/2021	10/1/2022 10/1/2022	\$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)
Re: Project Name - San Jacinto Street Resurfacing Project

The County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and Appointed officials, employees, agents and representatives and State of California, Department of Transportation, elected or appointed officials, its officers, directors, employees and agents; The City of Hemet; its elected or appointed officials, its officers, directors, employees and agents; Lake Hemet Municipal Water District, its elected and appointed officials, its officers, directors, employees and agents; Eastern Municipal Water District; its elected and appointed officials, its officers, directors, employees and agents are named as additional insured per the attached endorsements. Waiver of Subrogation applies per the attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside
Transportation Department
Attn: Contracts & Bidding Unit
3525 14th Street, 2nd Floor
Riverside, CA 92501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. 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

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; 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 – 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
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
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.

- 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
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:

Per written contract

(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):

Per 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule Thirty (30) days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule Ten (10) days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).



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.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$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:
 - a. 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;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. 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).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) 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.



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: 10/1/21

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US.

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule 30 days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule 10 days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).



Workers' Compensation and Employers' Liability Policy

Named Insured HARDY & HARPER, INC.	Endorsement Number
	Policy Number Symbol: WCF Number: 54310019
Policy Period 10/01/2021 TO 10/01/2022	Effective Date of Endorsement 10/01/2021
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. () Specific Waiver

Name of person or organization:

- (X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0



Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 990662

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This endorsement effective on 10/1/2021 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. 54310019

of the

Federal Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to HARDY & HARPER, INC.

Philip A. Kuyper

Authorized Representative

The following Condition is added to **PART SIX - CONDITIONS**:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule THIRTY (30) days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule TEN (10) days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

SCHEDULE

Name (s) and Address (es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH
US



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Company Information

COLONY SPECIALTY INSURANCE COMPANY

P.O. BOX 469012
SAN ANTONIO, TX 78246-9012
800-456-8458

Old Company Names

Effective Date

Agent For Service

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

Reference Information

NAIC #:	36927
California Company ID #:	5572-3
Date Authorized in California:	03/11/2010
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

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NAIC Group List

NAIC Group #: 0457 Argo Grp US Inc 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](#).

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
TEAM AND VEHICLE

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List of Approved Surplus Line Insurers (LASLI)

Please use the "Find" option in the "Edit" menu of your browser to search for a particular company.

List is current as of: December 03, 2020

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E - G

Insurer	Date Approved
Empire Indemnity Insurance Company (Oklahoma)	12/01/1995
Endurance American Specialty Insurance Company (Delaware) (Name changed from Traders & Pacific Insurance Company effective 06/08/2006)	02/23/1996
Energy Insurance Mutual Limited (Barbados)	12/17/1997
Evanston Insurance Company (Illinois)	08/11/1995
Everest Indemnity Insurance Company (Delaware)	08/14/1998
Executive Risk Specialty Insurance Company (Connecticut)	09/01/1995
Fair American Select Insurance Company (Delaware)	07/28/2014
First Mercury Insurance Company (Delaware) (Domicile changed from Illinois to Delaware, effective 10/28/2015)	10/16/1997
First Specialty Insurance Corporation (Missouri)	09/01/1995
Gemini Insurance Company (Delaware)	02/23/1998
General Security Indemnity Company of Arizona (Arizona) (Name changed from Fulcrum Insurance Company effective 05/03/2002)	09/01/1995
General Star Indemnity Company (Delaware) (Domicile changed from Connecticut to Delaware, effective 12/31/2012)	08/11/1995
Gotham Insurance Company (New York)	08/04/1995
Great American E&S Insurance Company (Delaware) (Name changed from Agricultural Excess and Surplus Insurance Company, effective 07/27/2000) (Domicile changed from Delaware to Ohio effective 02/18/2020)	06/30/1995
Great American Fidelity Insurance Company (Delaware) (Name changed from American Dynasty Surplus Lines Insurance Company effective 06/27/2001) (Domicile changed from Delaware to Ohio effective 02/18/2020)	09/01/1995
Great Lakes Insurance SE (Germany) (Domicile changed from UK to Germany and name changed from Great Lakes Reinsurance (UK) SE effective December 30, 2016 (Name changed from Great Lakes Reinsurance (UK) PLC (U.K.) effective 07/28/2015)	12/01/1995
GuideOne National Insurance Company (Iowa)	12/07/2015
Gulf Underwriters Insurance Company (Connecticut) (Domicile changed from Missouri to Connecticut, effective 10/01/2001)	07/07/1995



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EXECUTIVE RISK INDEMNITY INC.

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

Old Company Names

Effective Date

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

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: **0626** Chubb Ltd Grp

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

FEDERAL INSURANCE COMPANY
2028 HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: **0626** Chubb Ltd Grp

Lines Of Business

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

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

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Bid

Date: September 29, 2021

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 San Jacinto Street Resurfacing Project, Thornton Avenue to Florida Avenue, Community of East Hemet, Project No. D0-0069 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) _____ (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

**San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet
Project No. D0-0069**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - San Jacinto Street Resurfacing							
1	100100	DEVELOP WATER SUPPLY	-----	LS	1	\$2,000.00	\$2,000.00
2	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	\$41,484.00 \$47,000.00	\$41,484.00 \$47,000.00 MM
3	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	\$2,000.00	\$2,000.00
4	170103	CLEARING AND GRUBBING	-----	LS	1	\$11,000.00	\$11,000.00
5	066100	DUST ABATEMENT	-----	LS	1	\$2,092.15	\$2,092.15
6	011503	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	-----	EA	1	\$6,000.00	\$6,000.00
7	190101(F)	ROADWAY EXCAVATION	Like 1	CY	1,450	\$55.00	\$79,750.00
8	202027	RELOCATE WATER METER	-----	EA	1	\$12,000.00	\$12,000.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	145	\$13.00	\$1,885.00
10	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	-----	LF	434	\$13.00	\$5,642.00
11	013905	ASPHALT CONCRETE (DRIVEWAY APPROACH WITH ASPHALT CONCRETE DIKE) (CRS 206)	-----	SQFT	263	\$5.00	\$1,315.00 MM
12	013908	ASPHALT CONCRETE DRIVEWAY	-----	SQFT	3,035	\$5.00	\$15,175.00
13	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	2,456	\$75.00 \$78.00	\$184,200.00 \$191,568.00 MM
14	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,093	\$88.00 \$100.00	\$184,184.00 \$209,300.00 MM
15	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	-----	LF	301	\$13.00	\$3,913.00
16	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	9,983	\$2.25	\$22,461.75
17	710200	ADJUST MANHOLE [LHMWD, RCFC]	Like 6	EA	12	\$1,350.00	\$16,200.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	-----	LF	1,241	\$36.00	\$44,676.00
19	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	346	\$38.00	\$13,148.00
20	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	257	\$11.00	\$2,827.00
21	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	-----	SQFT	348	\$15.00	\$5,220.00
22	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	2	\$4,500.00	\$9,000.00
23	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	12,646	\$15.00	\$189,690.00

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - San Jacinto Street Resurfacing - Continued							
24	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	13	\$55.00	\$715.00
25	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	2,546	\$11.00	\$28,006.00
26	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	158	\$8.00	\$1,264.00
27	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	6	\$4,500.00	\$27,000.00
28	782120	RELOCATE MAILBOX	-----	EA	8	\$600.00	\$4,800.00
29	015602	FUNDING AWARENESS SIGN	-----	EA	2	\$1,600.00	\$3,200.00
30	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	509	\$4.50	\$2,290.50
31	820130	OBJECT MARKER	-----	EA	1	\$150.00	\$150.00
32	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	24	\$55.00	\$1,320.00
33	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	23	\$350.00	\$8,050.00
34	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,200	\$4.00	\$4,800.00
35	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	232	\$4.00	\$928.00
36	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	8,254	\$0.40	\$3,301.60
37	846020(F)	REMOVE PAINTED TRAFFIC STRIPE	-----	LF	52	\$6.00	\$312.00
38	870400	SIGNAL AND LIGHTING SYSTEM [STETSON AVE]	-----	LS	1	\$75,000.00	\$75,000.00
39	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	90,000.00	90,000.00

BASE BID

TOTAL:

ITEMS 1 - 39

One Million One Hundred Seven thousand Dollars \$1,107,000.00

"WORDS"

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

ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave)

40	100100	DEVELOP WATER SUPPLY	-----	LS	1	\$2,000.00	\$2,000.00
41	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	\$39,809.00	\$39,809.00
42	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	-----	LS	1	\$2,000.00	\$2,000.00
43	170103	CLEARING AND GRUBBING	-----	LS	1	\$10,000.00	\$10,000.00
44	066100	DUST ABATEMENT	-----	LS	1	\$5,000.00	\$5,000.00

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1 - City of Hemet (City Limit to Florida Ave) - Continued							
45	190101(F)	ROADWAY EXCAVATION	Like 1	CY	144	\$55.00	\$7,920.00
46	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Like 2	LF	10	\$13.00	\$130.00
47	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	220	\$75.00	\$16,500.00
48	390137	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	Like 4	TON	2,713	\$88.00	\$238,744.00
49	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	Like 5	SQYD	21,040	\$2.25	\$47,340.00
50	710200	ADJUST MANHOLE [LHMWD]	Like 6	EA	7	\$1,350.00	\$9,450.00
51	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	Like 7	LF	20	\$38.00	\$760.00
52	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	Like 8	SQFT	443	\$11.00	\$4,873.00
53	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	Like 9	EA	4	\$4,500.00	\$18,000.00
54	017317	MINOR CONCRETE (CROSS-GUTTER AND SPANDREL)	Like 10	SQFT	6,092	\$15.00	\$91,380.00
55	730070	DETECTABLE WARNING SURFACE	Like 11	SQFT	123	\$55.00	\$6,765.00
56	731516	MINOR CONCRETE (DRIVEWAY)	Like 12	SQFT	283	\$11.00	\$3,113.00
57	731521	MINOR CONCRETE (SIDEWALK)	Like 13	SQFT	1,187	\$8.00	\$9,496.00
58	731623	MINOR CONCRETE (CURB RAMP)	Like 14	EA	16	\$4,500.00	\$72,000.00
59	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 15	EA	350	\$4.50	\$1,575.00
60	820410	SALVAGE ROADSIDE SIGN	Like 16	EA	29	\$55.00	\$1,595.00
61	820510	RESET ROADSIDE SIGN (ONE POST)	-----	EA	3	\$150.00	\$450.00
62	820840	ROADSIDE SIGN - ONE POST	Like 17	EA	29	\$350.00	\$10,150.00
63	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 18	SQFT	1,172	\$4.00	\$4,688.00
64	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	Like 19	SQFT	215	\$4.00	\$860.00
65	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	Like 20	LF	3,755	\$0.40	\$1,502.00
66	870111	INDUCTIVE LOOP DETECTOR	-----	EA	3	\$1,300.00	\$3,900.00

ALT. BID SCH. 1

TOTAL:

ITEMS 40 - 66

Six Hundred Ten thousand Dollars

610,000.00

"WORDS"

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

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATIVE BID SCHEDULE 2 - EMWD Manhole Adjustments (County)

67	710200	ADJUST MANHOLE [EMWD]		EA	8	\$2,000.00	\$16,000.00
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ALT. BID SCH. 2

TOTAL:

ITEM 67

Sixteen Thousand Dollars

"WORDS"

\$ 16,000.00

ALTERNATIVE BID SCHEDULE 3 - EMWD Manhole Adjustments (City)

68	710200	ADJUST MANHOLE [EMWD]		EA	6	\$2,000.00	\$12,000.00
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ALT. BID SCH. 3

TOTAL:

ITEM 68

Twelve Thousand Dollars

"WORDS"

\$ 12,000.00

BASE BID SCH. + ALT. BID SCH. 1 + ALT. BID SCH. 2 + ALT. BID SCH. 3

PROJECT

TOTAL:

ITEMS 1 - 68

One Million Seven Hundred Forty-five thousand Dollars

"WORDS"

\$ 1,745,000.00

Bidder Data and Signature

Name of Bidder: Hardy & Harper, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Please see attached.

Michael Murray - Vice President

Kristen S. Paulino - Corporate Secretary

Note:

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

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

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

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

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

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

P.O. Box- Number: N/A

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

Phone: (714) 444-1851

Facsimile: (714) 444-2801

E-mail: mmurray@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

**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 4, 2021, 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 Vice-Presidents of the Company.

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

DANIEL MAAS

KRISTEN S. PAULINO

TESSA MAAS

DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, 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 4, 2020 *hsp*



[Signature]
DANIEL L. MAAS, Director/President

[Signature]
KRISTEN PAULINO, Director/Secretary

[Signature]
TESSA MAAS, Director

Bidder Data and Signature (continued)

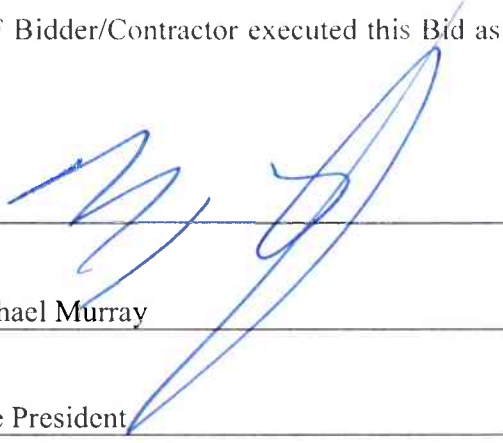
Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet
Project No. D0-0069**

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.	Cat tracking	991122	10000 11750	Riverside CA	30-37 59-65 stripes	<input type="checkbox"/>
2.	Belco	738518	100000 4804	Chino, CA	38 Electrical	<input type="checkbox"/>
3.	Pavement Recycling	569352	100000 3363	Jurupa Valley CA	7, 16, 45, 49 Cold Mill	<input type="checkbox"/>
4.	Obuffy	647025	100000 6692	Romoland CA	8 underground	<input type="checkbox"/>
5.	V & E	654506	100080 1936	Orange CA	4 Tree Removal	<input checked="" type="checkbox"/>
6.	Smithson	614518	100000 1610	orange CA	66 Loops	<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: 18 %

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

September (Month) 29 (Day) of 2021 (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.

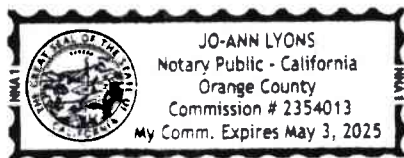
State of California)

County of Orange)On September 29, 2021 before me, Jo-Ann Lyons, Notary Public,
Date Here Insert Name and Title of the Officerpersonally 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 [Signature]
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 DocumentTitle or Type of Document: NON-COLLUSION DECLARATION Document Date: 9.29.2021

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.

Contractor Name/Financial Institution (Printed) Hardy & Harper, Inc.		Federal ID Number (or n/a) 95-2251022
By (Authorized Signature) 		
Printed Name and Title of Person Signing Michael Murray, Vice President		
Date Executed September 29, 2021	Executed in Lake Forest, CA	



Option #2 – Exemption

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

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

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

Opt Out of Payment Adjustments for Price Index Fluctuations

**San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet
Project No. D0-0069**

To opt out of the payment adjustments for price index fluctuations, as specified in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations," completely fill in, date, sign, and submit this form with the Bid documents.

By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date:

N/A

Company Name (Bidder):

Signature:

(Signature of Company's authorized officer or designated representative)

Name (printed):

Title:

Bid Bond

y & Harper, Inc. "Contractor", has
 nitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of
 ic work for San Jacinto Street Resurfacing Project, Thornton Avenue to Florida Avenue,
Community of East Hemet, Project No. D0-0069 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: September 24, 2021

Signatures:

Fidelity and Deposit Company of Maryland

Hardy & Harper, Inc.

By: Arturo Ayala

By: MICHAEL MURRAY

Title: Attorney in Fact
 "Surety"

Title: MICHAEL MURRAY VICE PRESIDENT
 "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).

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 September 29, 2021 before me, Jo-Ann Lyons, 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 Jo-Ann Lyons
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: BID BOND Document Date: 9.24.2021
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

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

Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California

County of Orange)

On 9/24/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Arturo Ayala
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



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 24th day of September, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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



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

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

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

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



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

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

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



Constance A. Dunn

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



Company Profile

Company Search

Company
Information

Old Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

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

Financial Statements PDF's

Annual Statements

Quarterly
Statements

Company Complaint

Company
Performance &
Comparison Data

Company
Enforcement Action

Composite
Complaints Studies

Additional Info

Find A Company
Representative In
Your Area

View Financial
Disclaimer

COMPANY PROFILE

Company Information

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

[back to top](#)

NAIC Group List

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

Lines Of Business

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

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Fidelity and Deposit Company of Maryland

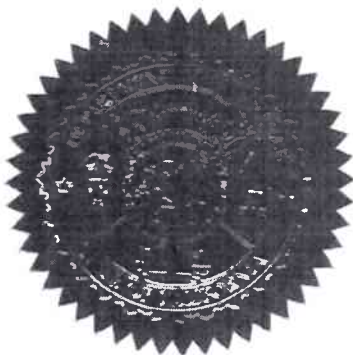
of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

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

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

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

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



Ricardo Lara
Insurance Commissioner

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.

2017-2021 PAST PROJECT REFERENCES

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Soto (909) 370-5551	FY 19-20 Asphalt Paving Project Contract Amount: \$2,695,493.64 Completion Date: May 2021
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Adam Salehi (818) 238-3946	2020 Street Improvement Project Contract Amount: \$1,253,099.98 Completion Date: April 2021
Riverside County Transportation Dept. 3525 14th Street	Herbert D. Lima (951) 955-6779 hlima@rivco.org	Camino Aventura Resurfacing Project Contract Amount: \$266,209.90 Completion Date: April 2021
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2020-2021 Pavement Rehabilitation Contract Amount: \$427,863.00 Completion Date: March 2021
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierr@downeyca.org	3rd Street Pavement Rehabilitation Project Contract Amount: \$338,159.19 Completion Date: March 2021
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance Services Contract Amount: \$2,424,216.00 Completion Date: April 2019
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Edwin Norris (562) 904-7110 enorris@downeyca.org	CIP No. 18-02 Residential Street Rehab. Project Contract Amount: \$1,808,000.00 Completion Date: March 2019
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Marwan N. Youssef (714) 548-3460 vejohnson@wesminster-ca.gov	Citywide Residential Street Improvements Contract Amount: \$1,452,000.00 Completion Date: February 2019
City of San Jacinto 595 S. San Jacinto Avenue San Jacinto, CA 92583	Kristy (951) 654-3592 kristy@trilakeconsultants.com	2018 Downtown Pavement Rehabilitation Contract Amount: \$1,818,000.00 Completion Date: January 2019
City of Cypress 5275 Orange Avenue Cypress, CA 90630	Public Works (714) 229-6740	Community Center Parking Lot Seal Coat Project 223 Contract Amount: \$75,827.00 Completion Date: December 2018
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflanaster.org	2018 Sidewalk, Curb & Gutter Repairs Contract Amount: \$1,976,000.00 Completion Date: December 2018
City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	Jason Williams (909) 839-7050 jwilliams@diamondbarca.gov	Residential & Collector Road Rehabilitation Project Contract Amount: \$1,551,000.00 Completion Date: December 2018
City of Tustin 300 Centennial Way Tustin, CA 92780	Mario Medina (949) 394-8955 mmedina@tustincta.org	FY 2017-18 Roadway Rehab. & Sidewalk Repair Contract Amount: \$1,575,125.00 Completion Date: October 2018
City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708	Fatana Temory (714) 593-4433 fatana.temory@fountainvalley.org	Resurface & Rehab. of Euclid St from Slater to Warner Contract Amount: \$1,077,000.00 Completion Date: September 2018
City of Pomona 505 South Garey Avenue Pomona, CA 91766	Public Works (909) 620-2261 pwengineering@ci.pomona.ca.us	Major Street Improvements Contract Amount: \$3,839,000.00 Completion Date: August 2018
City of Rancho Palos Verdes 30940 Hawthorn Blvd Rancho Palos Verdes, CA 90275	Ron Dragoo (310) 544-5252 rkwolek@lch.ca.gov	Residential Street Rehabilitation Project Contract Amount: \$2,227,000.00 Completion Date: May 2018

2017-2021 PAST PROJECT REFERENCES

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Covina 125 E. College Street Covina, CA 91723	Chris Marcarello (626) 384-5490 cmw@covinaca.gov	Grand Ave. Street Rehabilitation No. STPL-5118(020) Contract Amount: \$3,030,000.00 Completion Date: May 2018
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflanaster.org	2017 Pavement Management Program 17-003 Contract Amount: \$2,727,000.00 Completion Date: April 2018
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629	Matthew Sinacori (949) 248-3500 msinacori@danapoint.org	Arterial Roadway Resurface & Pavement Preservation Contract Amount: \$3,993,000.00 Completion Date: January 2018
City of Inglewood 1 Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 hhunter@cityofinglewood.org	Streets and Alleys Rehabilitation Project Contract Amount: \$2,639,330.06 Completion Date: November 2017
City of Ontario 303 East B Street Ontario, CA 91764	Miguel Sotomayor (909) 395-2108 msotomayor@ontarioca.gov	ATP Cycle I Safe Routes to School Sidewalk Improvements Contract Amount: \$824,850.88 Completion Date: October 2017
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance of Streets 2016 Contract Amount: \$945,932.59 Completion Date: August 2017
City of Irvine 1 Civic Center Plaza Irvine, CA 92623	Brian Brown (949) 724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive No. 17-1160 Contract Amount: \$2,453,343.83 Completion Date: July 2017
City of Highland 27215 Baseline Road Highland, CA 92346	John Egan (909) 890-1255 jegan@erscinc.com	West Highland Bikeways Infrastructure & Pavement Imp. Contract Amount: 2,678,788.77 Completion Date: July 2017
City of Laguna Hills 24025 El Toro Road Laguna Hills, CA 92653	Public Works (949) 707-2650	Arterial Pavement Management Project Contract Amount: \$1,375,406.90 Completion Date: June 2017
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Anthony Caraveo (562) 989-7352 acaraveo@cityofsignalhill.org	Willow Street Improvement Project Contract Amount: \$922,100.43 Completion Date: June 2017
City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo M. David (909) 477-2740 romeo.david@cityofrc.us	Red Hill Park Pedestrian Trail renovation Project Contract Amount: \$171,888.70 Completion Date: March 2017
City of Newport Beach 100 Civic Center Drive Newport Beach, CA	Frank Tran (949) 644-3340 frank@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation Contract Amount: \$2,142,045.66 Completion Date: March 2017
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Mike Meyers (951) 332-6464 mmeyers@jurupavalley.org	T.R.I.P. Pavement Rehabilitation Phase I Contract Amount: \$1,254,012.21 Completion Date: March 2017



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification **A C-8 C12**

Expiration Date **12/31/2021**

www.cslb.ca.gov



Contractor Information

Legal Entity Name
HARDY & HARPER, INC.

Legal Entity Type
Corporation

Status
Expired

Registration Number
1000000076

Registration effective date
6/15/2018

Registration expiration date
6/30/2019

Mailing Address
32 Rancho Circle Lake Forest 92630 CA United S...

Physical Address
32 Rancho Circle Lake Forest 92630 CA United S...

Email Address

Trade Name/DBA

License Number(s)
CSLB:215952

Registration History

Effective Date	Expiration Date
6/15/2018	6/30/2019
5/9/2017	6/30/2018
6/8/2016	6/30/2017
6/19/2015	6/30/2016
7/2/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022

Legal Entity Information

Corporation Number:
C0443071

Federal Employment Identification Number:

President Name:
FRED T MAAS JR

Vice President Name:
STEVEN M KIRSCHNER

Treasurer Name:

Secretary Name:
KRISTEN S PAULINO

CEO Name:
DANIEL T MAAS

Agent of Service Name:
FRED T MAAS JR

Agent of Service Mailing Address:
1312 E. WARNER AVE SANTA ANA 92705 CA United States of America

Workers Compensation

Do you lease employees No

SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet
Project No. D0-0069



TRANSPORTATION DEPARTMENT

General

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General

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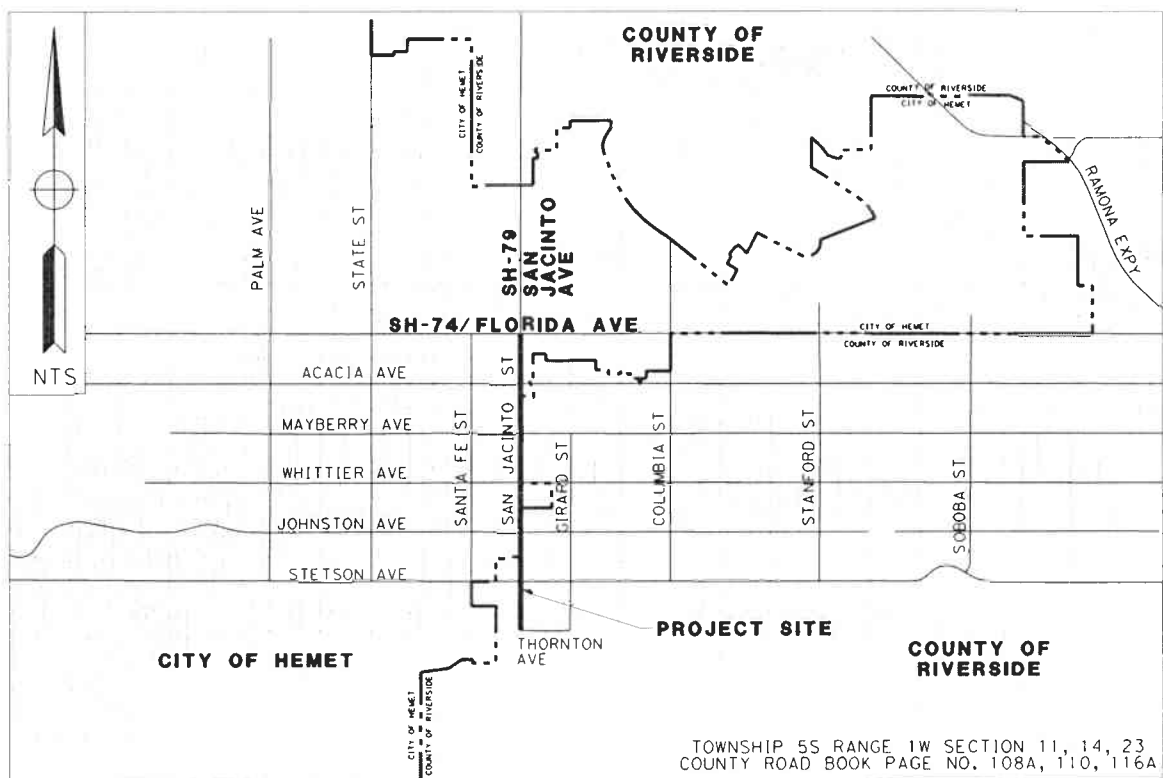
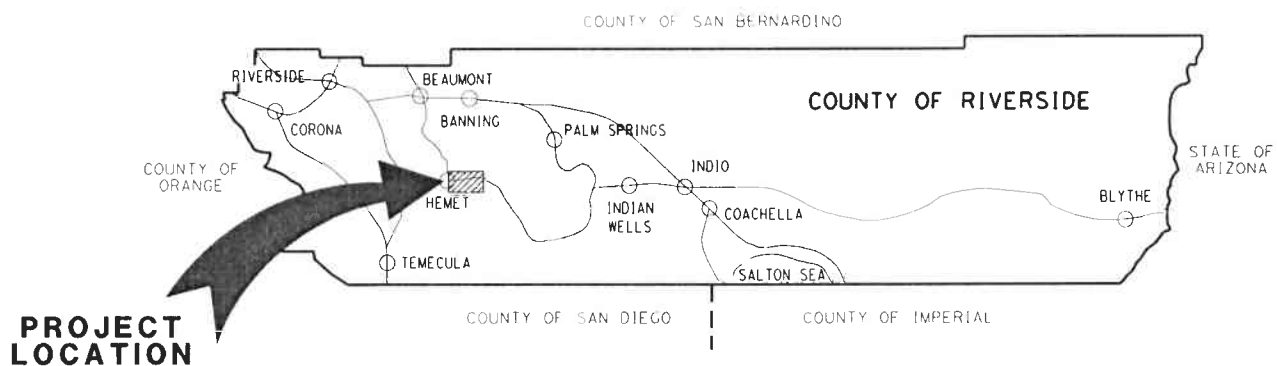
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COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SAN JACINTO STREET
RESURFACING PROJECT
THORNTON AVENUE TO FLORIDA AVENUE
COMMUNITY OF EAST HEMET

PROJECT No. D0-0069



VICINITY MAP

Specifications and Contract Documents

for the construction of

San Jacinto Street Resurfacing Project Thornton Avenue to Florida Avenue Community of East Hemet Project No. D0-0069

Contract Approval(s)

Approval:



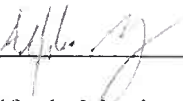
7/12/2021

Khalid Nasim, PE
Engineering Division Manager

Date

Engineering Certification(s)

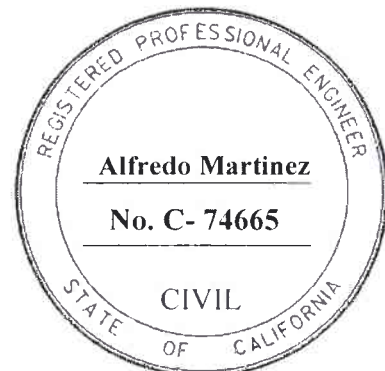
These specifications, special provisions, and estimates have been prepared by or under the direction of the following Registered Civil Engineer(s):



Alfredo Martinez, PE

7/28/2021

Date



Specifications and Contract Documents

for the construction of

San Jacinto Street Resurfacing Project Thornton Avenue to Florida Avenue Community of East Hemet Project No. D0-0069

Water Pollution Control – Specifications and Special Provisions

Reviewed and Recommended by:

Jan Bulinski

Jan Bulinski
Senior Transportation Planner/NPDES
Coordinator

8/2/21

Date

Specifications and Contract Documents

for the construction of

San Jacinto Street Resurfacing Project Thornton Avenue to Florida Avenue Community of East Hemet Project No. D0-0069

Transportation Department Management Review and Recommendation

Traffic Engineering  _____ Dennis Acuna Engineering Division Manager 8/2/2021 _____ Date	Highway Operations  _____ Paul Russell Highway Operations Superintendent 7/29/21 _____ Date
Environmental  _____ Mary Zambon Environmental Division Manager 7.12.2021 _____ Date	Construction / Inspection  _____ Cindi Wachi Engineering Division Manager 08/09/2021 _____ Date
Project Development  _____ Khalid Nasim Engineering Division Manager 7/12/2021 _____ Date	Engineering/ Planning  _____ Mojahed Salama Deputy Director 8/9/2021 _____ Date

Notice to Bidders

County of Riverside, herein called Owner, invites sealed proposals for:

**San Jacinto Street Resurfacing Project
Thornton Avenue to Florida Avenue
Community of East Hemet
Project No. D0-0069**

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-6780 not later than 2:00 p.m., on Wednesday, **October 6, 2021** to be promptly opened in public at said address. Each bid shall be in accordance with plans, specifications and other contract documents, dated **July 2021**, and prepared by County of Riverside, whose address is same as the above, from whom a digital set of documents (bid book and plans) may be obtained upon request, at no cost, or a printed set of bidding documents with 22" x 34" size plans may be obtained upon request for a nonrefundable fee of **\$25.00** per set, plus mailing costs. Email request of bidding documents, with company and contact information, to **Bids-Contracts@rivco.org** and reference this project (or contact the address or telephone number above).

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract or perform work on any contract for public work, after April 1, 2015, without proof of current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses will be afforded full opportunity to submit bids, and it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate:	\$ 1,090,000 - \$1,270,000	(Base Bid Schedule)
	\$ 670,000 - \$ 785,000	(Alternative Bid Schedule 1)
	\$ 7,000 - \$ 8,500	(Alternative Bid Schedule 2)
	\$ 5,500 - \$ 6,500	(Alternative Bid Schedule 3)

Bid Bond	10 %
Performance Bond	100 %
Payment Bond	100 %
Working Days	50

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

Instructions to Bidders

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Instructions to Bidders

The Bidder's attention is directed to the provisions in Standard Specifications Section 2, "Bidding" and the Contract Documents, including the Plans and the Special Provisions, for the requirements and conditions which the Bidder must observe in the preparation of and the submission of the Bid.

In compliance with the Americans with Disabilities Act, persons with disabilities may request for assistance and reasonable accommodations (including auxiliary aids and services at no cost) to participate in the pre-bid meeting (if scheduled and as designated in the Notice to Bidders) or bid opening meeting (as scheduled in the Notice to Bidders). The physical location of the pre-bid meeting and bid opening is accessible to persons with disabilities. If assistance is needed, please contact the Project Development Division at 951-955-6780 or rrjimenez@rivco.org at least 3 business days before the scheduled event.

In compliance with Title II of the Americans with Disabilities Act (ADA), the County of Riverside does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. It is committed to ensuring that its programs, services and activities are fully accessible to and usable by people with disabilities.

To accommodate persons with disabilities, documents in this Bid Book are available in alternate formats upon request.

1. Inspection of Site

Bidder's attention is directed to Standard Specifications Section 2-1.07, "Job Site and Document Examination." Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making and submitting a bid, a Bidder warrants that he has made such site examination as the Bidder deems necessary for the condition of the site, its accessibility for materials, workmen and utilities, and for the ability to protect existing surface and subsurface improvements. No claim for allowances, time or money, will be allowed as to such matters.

2. Bidder's Bid Form

The Bid must be made on the Bid forms, which are included in the Contract Documents, and must be completely filled in, dated and signed. Signature(s) provided by the Bidder must be from an authorized officer or agent (see Bidder Data and Signature sheets).

If provision is made for alternate bid schedule(s), all bid schedules must be bid, unless otherwise instructed in the Special Provisions.

All Bid forms shall be obtained from the Riverside County Transportation Department, 3525 14th Street, Riverside, California 92501.

3. Bid Bond

All Bidders are required to use the bond form found in the Bid Book's "B" pages; the form is titled "Bid Bond."

The Bid must be accompanied by a 10% Bid Bond using the form provided in the Bid Book, or a certified check, or cashier's check payable to the order of "County of Riverside," in an amount not less than 10% of the bid amount, inclusive of alternate bid schedule(s). Submitted Bid Bond form must be completely filled in, sealed, dated and signed. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

4. Non-Collusion Declaration

In conformance with Public Contract Code §7106, a Non-Collusion Declaration is included in the Bid. Bidder Declaration must be submitted using the form provided in the Bid Book and it must be completely filled in, dated and signed. Signatures on the Non-Collusion Declaration must be notarized.

5. Additional Bidding Forms

A. Iran Contracting Act, Certification or Exemption

The Department of General Services has published a list of companies who are prohibited from contracting with public entities in California as required by Public Contract Code §2200 through §2208.

The Iran Contracting Act Certification/Exemption form is included in the Bid Book. For projects estimated or Bid, in the amount of \$1,000,000 or more, Bidder must completely fill in, date, sign and submit this form with the Bid documents.

B. Opt Out of Payment Adjustments for Price Index Fluctuations

Bidder's attention is directed to Standard Specifications Section 2-1.31, "Opt Out of Payment Adjustments for Price Index Fluctuations."

To "Opt Out" the "Opt Out of Payment Adjustment for Price Index Fluctuations" form provided in the Bid Book must be completely filled in, dated, signed, and submitted with the Bid documents. If this form is not submitted with the Bid documents, or if this form is not completely filled in, dated, signed, and submitted when the Bid documents are due, Bidder shall be subject to the Payment Adjustments for Price Index Fluctuations set forth in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations."

6. Interpretation of Documents

Discrepancies, errors, omissions, ambiguities, requirements likely to cause disputes between trades and similar matters must be promptly brought to the attention of the County in writing. When appropriate, addenda will be issued by the County.

If the Bidder requires clarification or interpretation of the bidding Contract Documents, the Bidder must make a written request to the County by a Request for Information (RFI). All RFIs must be submitted in writing between the hours of 8:00 a.m. and 5:00 p.m. , Monday through Friday (except County-overserved holidays), up to, including and no later than the fifth (5th) business day prior to the bid closing deadline, by hand delivery, mail, fax or electronic mail. The County will not respond to RFIs submitted after that time, unless the County determines at its sole discretion that it is in the best interest of the public and the County to do so. RFIs should be addressed and sent to:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrjimenez@rivco.org
and/or
Bids-Contracts@rivco.org

Any communication by anyone as to RFIs and other project document inquiries, except by Addenda, does not affect the meaning or requirements of the Contract Documents.

7. Quantities

The amount of work to be done and/or materials to be furnished under the Contract, as shown in the Bid form, are merely estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

County reserves the right to increase, decrease or entirely eliminate any items from the work and/or materials to be furnished.

Bidders are cautioned against the unbalancing of their bid by prorating project overhead costs only into one, two, or few items when there are various items listed in the bid schedule(s).

8. Addenda

County reserves the right to issue Addenda to the Contract Documents at any time prior to the scheduled bid opening date and time. Each potential Bidder must provide the County his company name, contact name, phone number, facsimile number, electronic mail address and company address for the purpose of receiving Addenda.

To be considered responsive, the Bid must list and take into account all issued Addenda.

In addition to listing the acknowledged addenda (if any) on the Bid, Bidders should submit each addendum's acknowledgement signature page and attach each one to the Bid. Attaching all addenda pages and attachments (if any) to the Bid submittal is not necessary for Bid submittal. All Addenda is a component of the Contract Documents.

9. License

To be considered for award of the Contract, a Bidder must have the necessary license(s) required under provisions of the California Business and Professions Code for the scope of work covered in the Contract Documents at the time of bid submission. This includes Joint Ventures.

Each item of work will be performed by a Contractor that is qualified and properly licensed for that work.

Pursuant to California Labor Code §3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C10 "Electrical Contractor." Proof of certification must be provided to the County before the start of construction.

10. Contract Participation

County encourages general and prime Contractors to solicit competitive subcontracting, trucking and supplier opportunities to minority, women, disabled veteran, and small business firms where possible, in their contracting and procurement activities with the County.

Section 3-1.08, "Small Business Participation Report," of the Standard Specifications is deleted.

11. Subletting, Subcontracting, and Subcontractor List

General

Attention is directed to General Conditions Section 12, "Subcontracting."

Pursuant to Public Contract Code § 4100 et seq., "Subletting and Subcontracting Fair Practices Act," Bidders are required to list each subcontractor who will perform work, provide labor, or render services in or about the construction of work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to the details contained in the Plans and Specifications. The Subletting and Subcontracting Fair Practice Act applies to all phases of the work.

Subcontractor List

The Bidder must submit a Subcontractor List when subcontracting is utilized. Subcontractor List must be on the form contained in the Bid Book.

Section 2-1.10, "Subcontractor List" of the Standard Specifications is deleted and replaced with the following:

Bidder must list each subcontractor to perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Public Contract Code § 4100 et seq.).

Pursuant to Public Contract Code § 6109 et seq., the Contractor shall not perform work on a project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code § 1777.1 or 1777.7.

The Subcontractor List must show the business name, business address, license number, DIR registration number and work portions to be performed by each subcontractor listed. Work portions must be identified by bid item number and description for each subcontractor listed. The percentage of work to be performed by all listed subcontractors must be written on the bottom of the Subcontractor List form.

An inadvertent error in listing the license number will be processed as required by Public Contract Code § 4104 (a) (2). If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portions of the work to be performed by the different subcontractors or the directive under Public Contract Code § 4106 shall apply.

Each designated item of work will be performed by a Contractor who is qualified and properly licensed for that listed item of work.

Omission or failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work (Public Contract Code § 4106).

The County may request additional information to verify submitted Subcontractor List information and for total and/or individual subcontracted percentage amounts. Bidder must provide this information within three (s) business days after the bid opening date.

Penalties

The Bidder's attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act related to the imposition of penalties for failure to observe its provisions by utilizing unauthorized subcontractors or by making unauthorized substitutions.

Clerical error

After the Bid Opening, inadvertent subcontractor designation clerical error(s) will be processed as required by Public Contract Code § 4107.5 and as required by Labor Code § 1771.1 (c) for subcontractors who are not registered with the DIR.

12. Registration with the Department of Industrial Relations (DIR)

Attention is directed to:

- Notice to Bidder's regarding Labor Code requirements
- General Conditions Section 8, "Labor Code"

No Contractor may submit a bid nor a subcontractor be listed on a bid (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 or excepted from this requirement for bid purposes only under Labor Code § 1771.1(a).

No Contractor or subcontractor may be awarded a Contract (awarded on or after April 1, 2015) or perform work on any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

13. Hours of Work

Attention is directed to Section 8-1.05, "Time" and Section 7-1.02K(5), "Working Hours" of the Standard Specifications.

Daily working hours will be between the hours of **7:00 a.m. and 6:00 p.m.**, Monday through Friday, except County-overserved holidays, or as revised in the Special Provisions, and as approved by the Engineer. Exceptions and specific work schedules must be submitted in writing to the Engineer for consideration.

14. Alternate Bid Schedules

If the Bid includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following will apply:

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Bid includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following will apply:

This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The County may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid will be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The County reserves the right to reject all bids received.

15. Bids

No Bidder may withdraw their bid for a period of ninety (90) calendar days after the bid opening.

The County publicly opens and reads bids at the time and place shown on the Notice to Bidders.

Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The Bidder must set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column will be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price will prevail, in (1) or (2), as follows:

1. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item "Total" column, then the amount set forth in the item "Total" column for the item shall be divided by the estimated quantity for the item and the price thus obtained will be the unit price.
2. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc.

from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County's final estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a Lump Sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid amount is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or Lump Sums. Written unit prices, item totals and Lump Sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

Bids on Lump Sum items shall be item totals only; if any unit price for a Lump Sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, including determination of non-responsiveness, shall be final.

The County hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the Contract to other than the lowest Bidder.

16. Like Bid Items

The Bidder is advised that the items of work may be grouped into bid schedules, and that certain bid items may be listed in more than one bid schedule, and listed with different bid item numbers, and the following will apply thereto:

The Bidder is directed to submit the same bid amount for all bid items that are listed with the same item code and item description. Said bid items are referred to herein as "Like Bid Items."

"Like Bid Items" will be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

The following are not subject to this bidding requirement:

1. Bid items with the same item code but different item descriptions.
2. Bid items that are measured as "Lump Sum" or "Force Account."

For this project, Alternate Bid Schedules are subject to "Like Bid Items" requirements. Refer to bid proposal pages for Base Bid Schedules and Alternate Bid Schedules that include Like Bid Items.

In the event that a Bidder submits different unit bid amounts for "Like Bid Items," as described above, the bid will be corrected by applying the lowest of the unit bid amounts to all the respective "Like Bid Items."

17. Contract Documents

The complete Contract Documents are identified in the Contract. Potential Bidders are cautioned that the successful Bidder incurs duties and obligations under all of the Contract Documents and that they should not merely skim and hastily review the Plans and Specifications in making their bid.

18. Submission of Bidder's Bid

A Bidder's Bid must be submitted in a sealed opaque envelope that clearly identifies the Bidder's name and the project name. Bids must be received before the scheduled date and time at the location set forth in the Notice to Bidders and may be withdrawn only as stated in the Bid. Bids must be completed in ink.

19. Qualifications of Bidders

No award will be made to any Bidder who cannot give satisfactory assurance to the Board of Supervisors as to his own ability to carry out the Contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The Bidder may be required to submit his record of work of similar nature to that proposed under these specifications and unfamiliarity with the type of work may be sufficient cause for rejection of bid.

20. Award of Contract

The Bidder's attention is directed to the provisions in these Instructions to Bidders for the requirements and conditions concerning award and execution of Contract.

Section 3-1.04, "Contract Award" of the Standard Specifications is deleted.

Section 3-1.02B, "Tied Bids" introduction sentence, "The Department breaks a tied bid with a coin toss except:" is deleted and replaced with:

"The County may select one of any number of tied bids by its desired choice (Public Contract Code § 22038.b) and:"

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose bid complies with all the requirements prescribed.

The County reserves the right to reject all bids received.

Acceptance, by the governing body of the County by resolution or minute order at a meeting regularly called and held, of a Bid constitutes an award of the Contract and the execution of the Contract is a written memorial thereof.

The County will submit the Contract Documents to the low responsive and responsible Bidder for execution prior to award utilizing the following procedures and requirements:

- A. A Bidder whose Bid is accepted must execute the formal construction Contract with the County, similar to the form attached hereto as a sample, and must return said Contract, together with approved Performance Bond and Payment Bond and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) business days from the date of the Notice of Acceptance of Bid and Intent to Award as issued by the Transportation Department. All submittals must meet the requirements of the bid documents. Corrections, if required, must be made and the revised documents must be resubmitted within two (2) business days of Contractor's receipt of review comments.
- B. The bonds and insurance documentation must be submitted in accordance with the Contract Document requirements prior to submission to the County of Riverside Board of Supervisors for award by the Transportation Department and prior to the performance of any work under the Contract.
- C. If a Bidder to whom a Notice of Acceptance of Bid and Intent to Award has been issued, fails or refuses to sign a construction Contract, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the County may, at its sole discretion, rescind the Notice of Acceptance, and the bid guarantee submitted by that Bidder will become the property of the County as prescribed in the bid documents and as allowed by law.
- D. If it is in the best interest of the County, the County reserves the right to award the Contract prior to execution by the Contractor. Thereafter, County will mail or deliver the County signed Contract to the awarded Contractor for execution and return.

Bid Protest

Any Bidder submitting a bid to County may file a protest of the County's proposed Award of the Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is filed with and received by County of Riverside Transportation and Land Management Agency at the following address:

County of Riverside
Transportation Department
Attention: Contracts/Bidding Unit
3525 14th Street
Riverside, CA 92501

Facsimile: (951) 955-3164
Electronic mail: jrijimenez@rivco.org

3. The bid protest is filed with and received not more than five (5) calendar days following the date of issuance of the Notice of Intent to Award. Notice of Intent to Award letter is posted on the County of Riverside Transportation Department website along with the project bid summary. URL for this webpage is <http://rctlma.org/trans/Contractors-Corner/Bid-Summaries>. Failure to timely file and serve the bid protest as aforesated shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
4. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
5. Provided that a bid protest is filed in conformity with the foregoing, the Director of TLMA, or such individual(s) as may be designated by the Director in his discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director or his designee shall be final, unless overturned by the Board of Supervisors.

21. Payment and Performance Bonds

The County requires a 100% Payment Bond and 100% Performance Bond from the successful Bidder. All bonds must be on County's forms contained in the Bid Book.

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". The bond forms included in the Bid Book must be used. All signatures on the bonds must be notarized. Bonds must be provided with an executed Power of Attorney issued by the Surety.

22. Return of Bid Guarantee

Standard Specification Section 3-1.19, "Bidder's Securities" is deleted.

Bid bonds will not be returned unless specifically requested by the Bidder in writing. Any submitted negotiable securities of unsuccessful Bidders will be returned by mail within 30 days of the award of a contract to the successful Bidder. Any submitted negotiable security of the successful Bidder will be returned by mail within 30 calendar days of acceptable receipt of executed Contract, certificate of insurance, Performance Bond and Payment Bond.

23. Submission of Insurance Certificate and Endorsements

Attention is directed General Conditions Section 4, "Insurance and Hold Harmless."

Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the County, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the County.