

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



**ITEM: 3.41
(ID # 17885)**

MEETING DATE:

Tuesday, January 11, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Accept the Low Bid and Award the Contract for the Construction of the Fisher Street Resurfacing Project, in the Community of Good Hope. District 1. [\$785,560 Total Cost - Local Funds 100%]

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 \$785,560;
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".

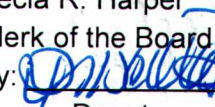
ACTION:Policy


Mark Lancaster, Director of Transportation 12/9/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries 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: January 11, 2022
xc: Trans.

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	\$ 785,560	\$ 0	\$ 785,560	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB-1 (100%). 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 28, 2021 (Agenda Item 3.19), the County of Riverside (County) Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Fisher Street Resurfacing Project to resurface approximately one mile between Marshall Street and Cox Street, in the Community of Good Hope of Riverside County.

Fisher Street is considered as a local road and is located north of Ellis Avenue. Fisher Street is a two-lane facility approximately 28 feet wide that travels in the east-west directions. Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the proposed project will include removing the existing asphalt concrete pavement followed by placing new Hot Mix Asphalt (HMA).

Additional improvements include placement of asphalt concrete dike, reconstruction of concrete driveways, construction of asphalt concrete driveways, placement of pavement safety edge, placing of traffic striping, thermoplastic pavement markings, installation of traffic signs and other associated work.

On April 28, 2017, Senate Bill 1 (SB-1) 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). Fisher Street Resurfacing Project is one of Riverside County's priority projects approved for use of the new Gas Tax/SB-1 funds. Without SB-1 this needed road repair project would have been shelved until funding became available.

The contract includes the following schedule of work:

Base Bid Schedule: Fisher Street Resurfacing and associated improvements

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

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. C9-0033

Impact on Residents and Businesses

The purpose of this project is to replace existing deteriorated pavement with new HMA for the approximate one mile segment of Fisher 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 in early 2022. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in FY 2021/22 and will be funded with Gas Tax/SB-1.

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

There are no General Funds used in this project.

Contract History and Price Reasonableness

Seven bids were received on Wednesday October 20, 2021 ranging from \$785,560 to \$1,022,063. 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 \$785,560 which is \$369,540 (32%) below the Engineer's Estimate.

The Transportation Department recommends the award of the contract to Hardy & Harper, Inc. in the amount of \$785,560.

ATTACHMENTS:

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

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

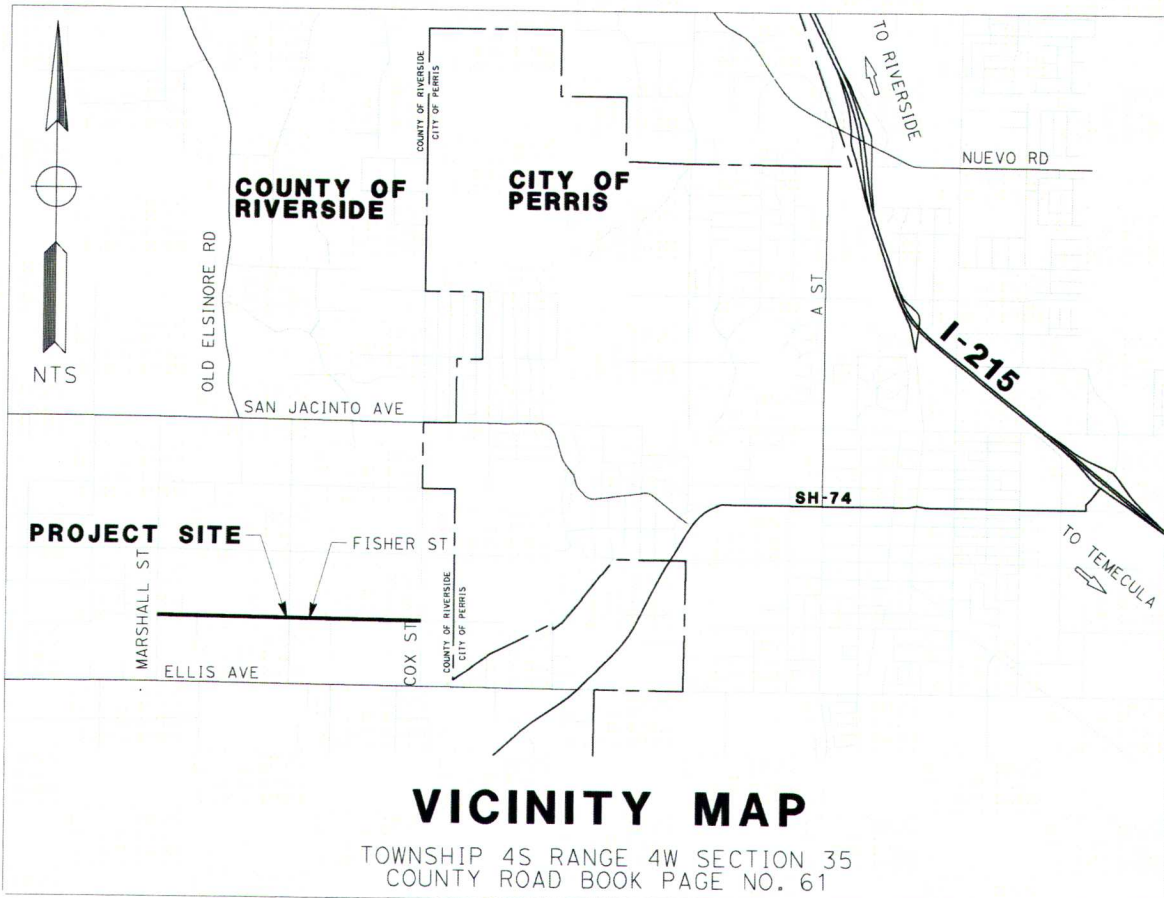
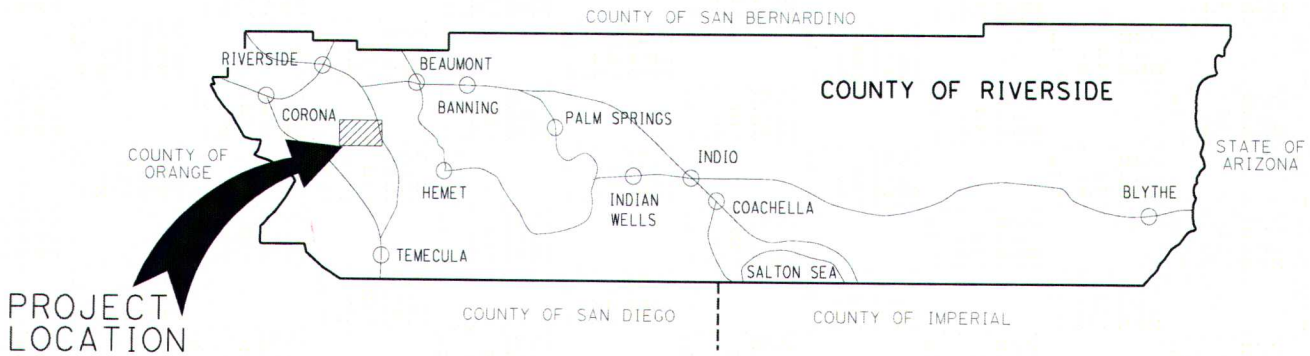


Jason Farin, Principal Management Analyst 1/4/2022

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

FISHER STREET RESURFACING PROJECT MARSHALL STREET TO COX STREET COMMUNITY OF GOOD HOPE

PROJECT No. C9-0033



Attachment "A"

Riverside County Transportation Department

Project: **FISHER ST
RESURFACING**

Project No.(s): **C9-0033**

Expenses as of: **11/22/2021**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	4,693	300	5,000	10,000	5,000
Design	101,568	5,000	107,000	92,000	107,000
Right-of-way					
Utilities					
Construction		785,560	865,000	750,000	865,000
Construction Contingency 10.0%		78,556			
Construction Engineering & Inspection 15.0%	3,903	114,097	118,000	120,000	118,000
Construction Survey 5.0%		40,000	40,000	40,000	40,000
Totals:	110,164	1,023,513	1,135,000	1,012,000	1,135,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	1,012,000	1,135,000
Totals		1,012,000	1,135,000

Comments

**Riverside County Transportation Department
Summary of Bids**

PROJECT:

**Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope**

Advertised: September 28, 2021 (Agenda Item: 3.19)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 20, 2021

Project No. C9-0033

	Company Name	BASE BID SCHEDULE Fisher Street Resurfacing	Project Total
	COUNTY'S ESTIMATE	1,155,100.00	\$1,155,100.00
1	Hardy & Harper, Inc.	785,560.00	\$785,560.00
2	Onyx Paving Company, Inc.	808,000.00	\$808,000.00
3	LC Paving & Sealing, Inc.	900,404.87	\$900,404.87
4	Calmex Engineering, Inc.	910,798.00	\$910,798.00
5	All American Asphalt	944,132.00	\$944,132.00
6	ATP General Engineering	971,800.00	\$971,800.00
7	R.J. Noble Company	1,022,063.00	\$1,022,063.00
	<i>Average Bid Prices</i>	\$906,108.27	\$906,108.27

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope**

Advertised: September 28, 2021 (Agenda Item: 3.19)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 20, 2021

Project No. C9-0033

BASE BID SCHEDULE - Fisher Street Resurfacing					COUNTY'S ESTIMATE		1 Hardy & Harper, Inc. Lake Forest, CA 92630	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,200.00	5,200.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	43,365.00	43,365.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	5,000.00	5,000.00	5,200.00	5,200.00
4	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	44,340.00	44,340.00
5	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	15,600.00	15,600.00
6	190101	ROADWAY EXCAVATION	CY	2,500	45.00	112,500.00	35.00	87,500.00
7	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	860	15.00	12,900.00	14.00	12,040.00
8	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	13,200	20.00	264,000.00	4.56	60,192.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	5,860	85.00	498,100.00	67.00	392,620.00
10	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	150	15.00	2,250.00	8.84	1,326.00
11	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	2,000	35.00	70,000.00	13.85	27,700.00
12	782120	RELOCATE MAILBOX	EA	40	500.00	20,000.00	300.00	12,000.00
13	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	20	5.00	100.00	20.00	400.00
14	820410	SALVAGE ROADSIDE SIGN	EA	16	200.00	3,200.00	78.00	1,248.00
15	820840	ROADSIDE SIGN - ONE POST	EA	21	300.00	6,300.00	239.00	5,019.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	110	5.00	550.00	11.00	1,210.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	1.00	200.00	3.00	600.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
PROJECT TOTAL ITEMS 1 - 18					1,155,100.00		785,560.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope**

Advertised: September 28, 2021 (Agenda Item: 3.19)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 20, 2021

Project No. C9-0033

BASE BID SCHEDULE - Fisher Street Resurfacing					2 Onyx Paving Company, Inc. Anaheim, CA 92806		3 LC Paving & Sealing, Inc. Escondido, CA 92029	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	6,861.80	6,861.80	29,172.91	29,172.91
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	37,000.00	37,000.00	31,490.13	31,490.13
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	6,000.00	6,000.00	5,306.03	5,306.03
4	170103	CLEARING AND GRUBBING	LS	1	101,000.00	101,000.00	18,642.37	18,642.37
5	066100	DUST ABATEMENT	LS	1	6,000.00	6,000.00	12,347.68	12,347.68
6	190101	ROADWAY EXCAVATION	CY	2,500	27.72	69,300.00	49.42	123,550.00
7	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	860	9.00	7,740.00	12.59	10,827.40
8	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	13,200	2.00	26,400.00	2.86	37,752.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	5,860	73.37	429,948.20	86.80	508,648.00
10	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	150	9.00	1,350.00	13.93	2,089.50
11	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	2,000	13.50	27,000.00	14.46	28,920.00
12	782120	RELOCATE MAILBOX	EA	40	250.00	10,000.00	235.16	9,406.40
13	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	20	24.00	480.00	5.55	111.00
14	820410	SALVAGE ROADSIDE SIGN	EA	16	111.00	1,776.00	27.75	444.00
15	820840	ROADSIDE SIGN - ONE POST	EA	21	234.00	4,914.00	388.45	8,157.45
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	110	13.00	1,430.00	22.20	2,442.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	4.00	800.00	5.49	1,098.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
PROJECT TOTAL ITEMS 1 - 18					808,000.00		900,404.87	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope**

Advertised: September 28, 2021 (Agenda Item: 3.19)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 20, 2021

Project No. C9-0033

BASE BID SCHEDULE - Fisher Street Resurfacing					4 Calmex Engineering, Inc. Bloomington, CA 92316		5 All American Asphalt Corona, CA 92879	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	3,200.00	3,200.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	47,000.00	47,000.00	58,000.00	58,000.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	5,000.00	5,000.00	7,800.00	7,800.00
4	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	63,600.00	63,600.00
5	066100	DUST ABATEMENT	LS	1	15,000.00	15,000.00	5,700.00	5,700.00
6	190101	ROADWAY EXCAVATION	CY	2,500	60.00	150,000.00	53.00	132,500.00
7	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	860	8.00	6,880.00	5.10	4,386.00
8	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	13,200	4.00	52,800.00	7.10	93,720.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	5,860	80.00	468,800.00	75.00	439,500.00
10	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	150	8.00	1,200.00	5.10	765.00
11	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	2,000	12.50	25,000.00	15.00	30,000.00
12	782120	RELOCATE MAILBOX	EA	40	390.00	15,600.00	665.00	26,600.00
13	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	20	21.00	420.00	20.00	400.00
14	820410	SALVAGE ROADSIDE SIGN	EA	16	78.00	1,248.00	76.00	1,216.00
15	820840	ROADSIDE SIGN - ONE POST	EA	21	240.00	5,040.00	235.00	4,935.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	110	11.00	1,210.00	11.00	1,210.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	3.00	600.00	3.00	600.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
PROJECT TOTAL ITEMS 1 - 18					910,798.00		944,132.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope**

Advertised: September 28, 2021 (Agenda Item: 3.19)

Addenda: None

Bids Open: 2 pm Date: Wednesday, October 20, 2021

Project No. C9-0033

BASE BID SCHEDULE - Fisher Street Resurfacing					6 ATP General Engineering San Diego, CA 92123		7 R.J. Noble Company Orange, CA 92865	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	100100	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	20,000.00	20,000.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	143,000.00	143,000.00	90,000.00	90,000.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	750.00	750.00	18,000.00	18,000.00
4	170103	CLEARING AND GRUBBING	LS	1	35,000.00	35,000.00	100,000.00	100,000.00
5	066100	DUST ABATEMENT	LS	1	2,500.00	2,500.00	40,000.00	40,000.00
6	190101	ROADWAY EXCAVATION	CY	2,500	47.00	117,500.00	40.00	100,000.00
7	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	860	7.00	6,020.00	13.00	11,180.00
8	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	13,200	9.00	118,800.00	9.50	125,400.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	5,860	70.00	410,200.00	65.00	380,900.00
10	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	150	25.00	3,750.00	12.72	1,908.00
11	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	2,000	17.00	34,000.00	12.50	25,000.00
12	782120	RELOCATE MAILBOX	EA	40	375.00	15,000.00	775.00	31,000.00
13	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	20	5.00	100.00	21.00	420.00
14	820410	SALVAGE ROADSIDE SIGN	EA	16	25.00	400.00	80.00	1,280.00
15	820840	ROADSIDE SIGN - ONE POST	EA	21	350.00	7,350.00	245.00	5,145.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	110	13.00	1,430.00	11.00	1,210.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	5.00	1,000.00	3.10	620.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00	70,000.00	70,000.00
PROJECT TOTAL ITEMS 1 - 18					971,800.00		1,022,063.00	

Bid

Date: October 11, 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 **Fisher Street Resurfacing Project, Marshall Street to Cox Street, Community of Good Hope, Project No. C9-0033** 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.

Original Proposal
w/ copy of
Bid Bond

**Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope
Project No. C9-0033**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - Fisher Street

1	100100	DEVELOP WATER SUPPLY	LS	1	\$5,200.00	\$5,200.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$43,365.00	\$43,365.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$5,200.00	\$5,200.00
4	170103	CLEARING AND GRUBBING	LS	1	\$44,340.00	\$44,340.00
5	066100	DUST ABATEMENT	LS	1	\$15,600.00	\$15,600.00
6	190101	ROADWAY EXCAVATION	CY	2,500	\$35.00	\$87,500.00
7	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	860	\$14.00	\$12,040.00
8	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	13,200	\$4.56	\$60,192.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	5,860	\$71.00 ^{\$67.00} MM	\$416,060.00 ^{\$392,620.00} MM
10	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	150	\$8.84	\$1,326.00
11	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	2,000	\$13.85	\$27,700.00
12	782120	RELOCATE MAILBOX	EA	40	\$300.00 ^{\$300.00} MM	\$12,000.00 ^{\$12,000.00} MM
13	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	20	\$20.00	\$400.00
14	820410	SALVAGE ROADSIDE SIGN	EA	16	\$78.00	\$1,248.00
15	820840	ROADSIDE SIGN - ONE POST	EA	21	\$239.00	\$5,019.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	110	\$11.00	\$1,210.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	\$3.00	\$600.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00

PROJECT TOTAL: Seven Hundred Eighty-Five Thousand Five Hundred \$ 785,560.00
 ITEMS 1-18 "WORDS" Sixty Dollars.

Bidder Data and Signature

Name of Bidder: Hardy & Harper, Inc.

Type of organization: Corporation

Person(s) authorized to sign for Bidder: Dan T. Maas, President

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

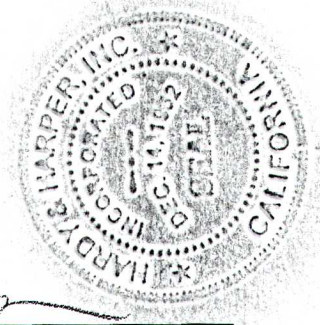
KRISTEN S. PAULINO

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*



D. Maas

DANIEL MAAS, Director/President

Kristen Paulino

KRISTEN PAULINO, Director/Secretary

Tessa Maas

TESSA MAAS, Director

Bidder Data and Signature (continued)

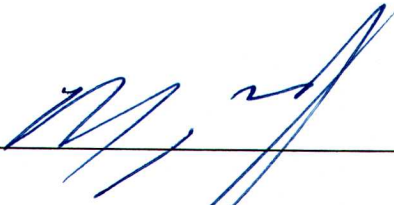
Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope
Project No. C9-0033**

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:



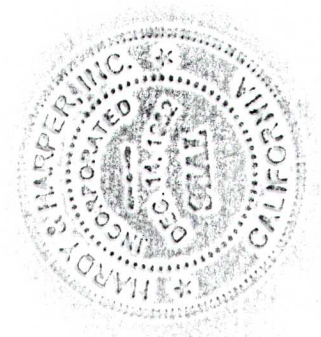
Name (printed):

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.	Superior Pavement Markings	776306	1000001476	P.O. Box 278 Beaumont, CA 92223	13,14,15,16,17	<input type="checkbox"/>
2.						<input type="checkbox"/>
3.						<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 1 %

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

October (Month) 11 (Day) of 2021 (Year),

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

Signature of Declarant:



Printed name of Declarant:

Michael Murray

Name of Bidder (Company):

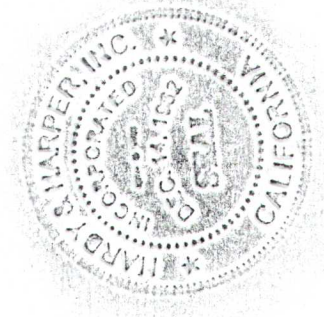
Hardy & Harper, Inc.

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)

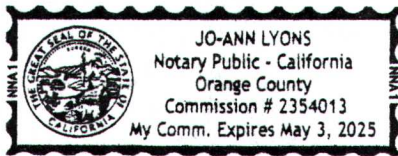
On October 11, 2021 before me, Jo-Ann Lyons, Notary Public,
Date Here Insert Name and Title of the Officer

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

Capacity(ies) Claimed by Signer(s)

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

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

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

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

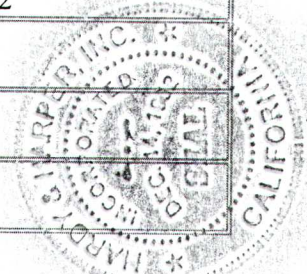
- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> Hardy & Harper, Inc.		<i>Federal ID Number (or n/a)</i> 95-2251022
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Michael Murray, Vice President		
<i>Date Executed</i> October 11, 2021	<i>Executed in</i> Lake Forest, CA	



Option #2 – Exemption

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

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

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

Opt Out of Payment Adjustments for Price Index Fluctuations

**Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope
Project No. C9-0033**

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: _____

COPY

Bid Bond

Harper, Inc. "Contractor", has
his/her Contractor's Proposal to County of Riverside, "County", for the construction of
work for Fisher Street Resurfacing Project, Marshall Street to Cox Street, Community of
Good Hope, Project No. C9-0033 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: October 6th, 2021

Signatures:

Fidelity and Deposit Company of Maryland

Hardy & Harper, Inc.

By: [Signature]

By: [Signature]

Title: Dwight Reilly
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 October 11, 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(x) whose name(x) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *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: _____

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 10/06/2021 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



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

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

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

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



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

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



**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, Notary Public
My Commission Expires: July 9, 2023

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Fidelity and Deposit Company of Maryland

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

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

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

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

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



Ricardo Lara
Insurance Commissioner

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

By

NOTICE:

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

2017-2021 PAST PROJECT REFERENCES

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
Los Angeles County Public Works 900 S. Fremont Street Alhambra, CA 91803	Juliet Mendez (661) 947-7173 jmendez@dpw.lacounty.gov	Elizabeth Lake Road Contract Amount: \$754,127.08 Completion Date: July 2021
City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Tonya Bigney (949) 361-6119 bigneyt@san-clemente.org	Major Street Maintenance - FY 2021 Contract Amount: \$470,429.01 Completion Date: June 2021
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706	Luis Pimentel (626) 430-2259 lpimentel@irwindaleca.gov	2020-2021 Resurfacing Project Contract Amount: \$544,311.93 Completion Date: May 2021
City of Brea 1 Civic Center Circle Brea, CA 92821	Steve Kooyman (530) 318-1066 skooyman@interwestgrp.com	Imperial Highway / Berry St. Intersection Improvements Contract Amount: \$579,648.80 Completion Date: May 2021
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Sotto (909) 370-5551 jsotto@coltonca.gov	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 Trans. Dept. 3525 14th Street Riverside, CA 92501	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 dgutierrez@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

2017-2021 PAST PROJECT REFERENCES


OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Tustin 300 Centennial Way Tustin, CA 92780	Mario Medina (949) 394-8955 mmedina@tustinca.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 Drago (310) 544-5252 gkwolek@lch.ca.gov	Residential Street Rehabilitation Project Contract Amount: \$2,227,000.00 Completion Date: May 2018
City of Covina 125 E. College Street Covina, CA 91723	Chris Marcarello (626) 384-5490 pw@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@ontario.ca.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 ftran@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation Contract Amount: \$2,142,045.66 Completion Date: March 2017


STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 215952
Business Name HARDY & HARPER INC
Classification(s) A-C-8-C12
Expiration Date 12/31/2021

ENR CORP

 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:

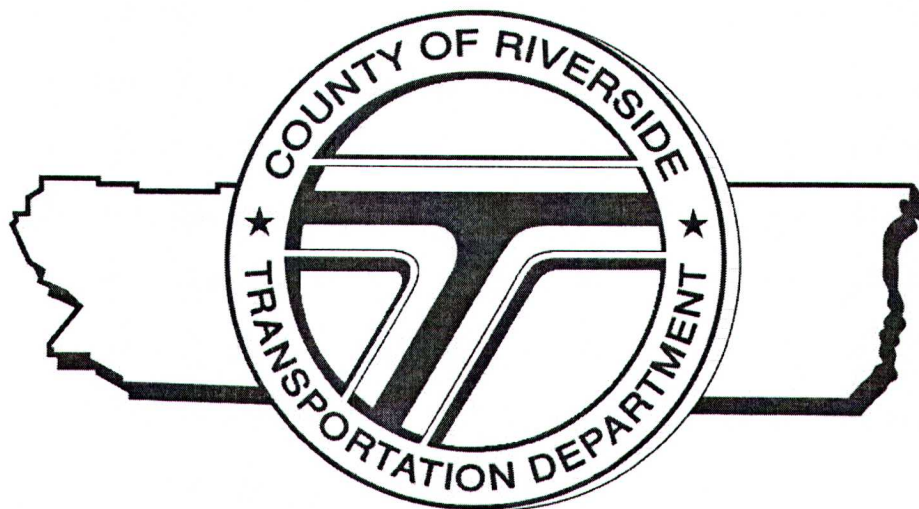
1312 E. WARNER AVE SANTA ANA 92705 CA United States of America

Workers Compensation

Do you lease employees No

SPECIFICATIONS and CONTRACT DOCUMENTS
for the
CONSTRUCTION
of

Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope
Project No. C9-0033



TRANSPORTATION DEPARTMENT

- 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

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, **Fisher Street Resurfacing Project, Marshall Street to Cox Street, Community of Good Hope, Project No. C9-0033**, 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.

**Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - Fisher Street Resurfacing

1	100100	DEVELOP WATER SUPPLY	LS	1	5,200.00	5,200.00
2	120100	TRAFFIC CONTROL SYSTEM	LS	1	43,365.00	43,365.00
3	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	5,200.00	5,200.00
4	170103	CLEARING AND GRUBBING	LS	1	44,340.00	44,340.00
5	066100	DUST ABATEMENT	LS	1	15,600.00	15,600.00
6	190101	ROADWAY EXCAVATION	CY	2,500	35.00	87,500.00
7	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	860	14.00	12,040.00
8	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	13,200	4.56	60,192.00
9	390132	HOT MIX ASPHALT (TYPE A)	TON	5,860	67.00	392,620.00
10	394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	150	8.84	1,326.00
11	731516	MINOR CONCRETE (DRIVEWAY)	SQFT	2,000	13.85	27,700.00
12	782120	RELOCATE MAILBOX	EA	40	300.00	12,000.00
13	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	20	20.00	400.00
14	820410	SALVAGE ROADSIDE SIGN	EA	16	78.00	1,248.00
15	820840	ROADSIDE SIGN - ONE POST	EA	21	239.00	5,019.00
16	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	110	11.00	1,210.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	200	3.00	600.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	70,000.00	70,000.00

PROJECT TOTAL: **Seven hundred eighty-five thousand, five hundred sixty dollars and zero cents** **\$ 785,560.00**
 ITEMS 1 – 18 "WORDS"

**Fisher Street Resurfacing Project
Marshall Street to Cox Street
Community of Good Hope**

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

COUNTY OF RIVERSIDE

HARDY & HARPER, INC.

BY: 
JEFF HEWITT
Chair, Board of Supervisors

BY: 
Michael Murray

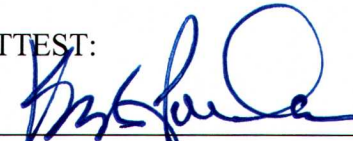
DATED: JAN 11 2022


TITLE: Vice President
(If Corporation, affix Seal)

ATTEST:

Kecia R. Harper, Clerk of the Board

ATTEST:


Kristen Paulino

BY: 
Deputy

TITLE: Secretary

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

License No.: 215952

Federal Employer Identification Number:

95-2251022

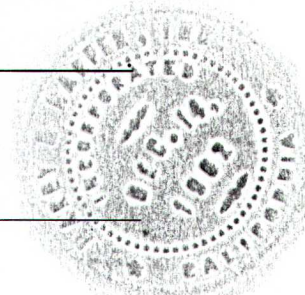
Department of Industrial Relations Registration Number:

1000000076

FORM APPROVED COUNTY COUNSEL
BY: 
DANIELLE D. MALAND

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

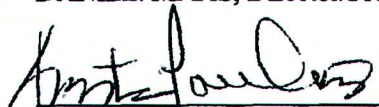
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations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

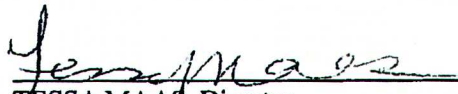
DATED: January 4, 2020 *km*



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 **Fisher Street Resurfacing Project, Marshall Street to Cox Street, Community of Good Hope, Project No. C9-0033.**
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 **\$785,560.00 (Seven hundred eighty-five thousand, five hundred sixty 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 **\$785,560.00 (Seven hundred eighty-five thousand, five hundred sixty 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 **Fisher Street Resurfacing Project, Marshall Street to Cox Street, Community of Good Hope, Project No. C9-0033.**

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 _____

Title _____

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE
OF _____
COUNTY
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Fisher Street Resurfacing Project, Marshall Street to Cox Street, Community of Good Hope, Project No. C9-0033.**
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 **\$785,560.00 (Seven hundred eighty-five thousand, five hundred sixty 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 28th, 2021

Hardy & Harper, Inc.

Fidelity and Deposit Company of Maryland

By _____

By _____

Michael Murray - V.P.

By _____

Type Name Dwight Reilly

Kristen Paulino

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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On November 9, 2021 before me, Morgan E. Rierson, 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 Morgan E. Rierson
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: Michael Murray
 Corporate Officer — Title(s): Vice President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

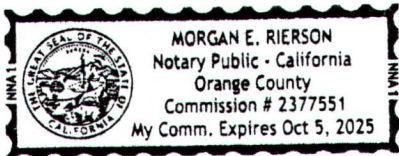
On November 9, 2021 before me, Morgan E. Rierson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Kristen S. Paulino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Morgan E. Rierson
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: Kristen S. Paulino
 Corporate Officer — Title(s): Corporate Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

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 10/28/2021 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



**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, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th 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

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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

[back to top](#)

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

Bond No. 7666960

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 **\$785,560.00 (Seven hundred eighty-five thousand, five hundred sixty 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 **Fisher Street Resurfacing Project, Marshall Street to Cox Street, Community of Good Hope, Project No. C9-0033.**


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 28th, 2021

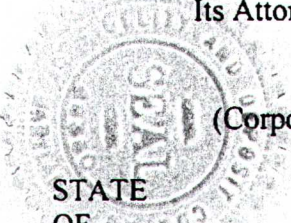
Hardy & Harper, Inc.
Original Contractor – Principal

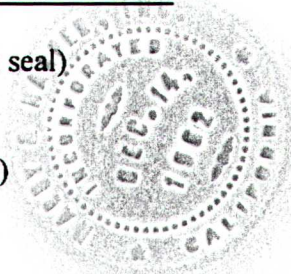
Fidelity and Deposit Company of Maryland
Surety

By 
Michael Murray

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

Title Vice President
(If corporation, affix seal)


(Corporate Seal)
STATE OF _____
COUNTY OF _____
OF _____


(Corporate Seal)

} 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).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Orange)

On November 9, 2021 before me, Morgan E. Rierson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Murray
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Morgan E. Rierson
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: Michael Murray
 Corporate Officer — Title(s): Vice President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Hardy & Harper, Inc.

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 10/28/2021 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



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

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

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

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



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

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

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of October, 2021.

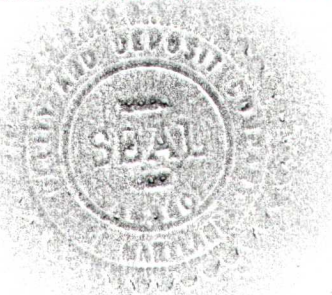


Brian M. Hodges

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

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NAIC Group List

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

Lines Of Business

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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

<p>Designated Construction Project(s):</p> <p style="text-align: center;">Per written contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- 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.

<p>Named Insured: Hardy & Harper, Inc.</p> <p>Endorsement Effective Date: 10/1/21</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>WHERE REQUIRED BY WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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 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. King

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

[Signature]

- 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

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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Berkley Specialty Insurance Company (Delaware) (Name changed from Berkley Regional Specialty Insurance Company effective 07/01/2018)	04/12/2012
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
Bridgeway Insurance Company (Delaware)	07/01/2021
The Burlington Insurance Company (Illinois) (Domicile changed from North Carolina to Illinois, effective 12/31/2015)	11/17/1995
Canopus US Insurance, Inc. (Delaware) (Name changed from Omega US Insurance, Inc. effective 08/20/2012)	07/20/2011
Capitol Specialty Insurance Corporation (Wisconsin)	05/15/2008
Catlin Specialty Insurance Company (Delaware) (Name changed from Wellington Specialty Insurance Company effective 03/31/2007)	06/14/2006
Century Surety Company (Ohio)	09/01/1995
Chubb Custom Insurance Company (New Jersey) (Domicile changed from Delaware to New Jersey, effective 04/01/2013)	08/04/1995
Chubb European Group SE (France) (Domicile changed from U.K. to France effective 01/01/2019) (Name changed from Chubb European Group Limited effective July 19, 2018) (Name changed from ACE European Group Limited effective May 2, 2017)	06/20/2007
The Cincinnati Specialty Underwriters Insurance Company (Delaware)	01/31/2011
Colony Insurance Company (Virginia)	09/01/1995
Columbia Casualty Company (Illinois)	07/06/1995
Coverys Specialty Insurance Company (New Jersey)	07/10/2017
Covington Specialty Insurance Company (New Hampshire)	07/20/2011
Crum & Forster Specialty Insurance Company (Delaware) (Name changed from Transnational Insurance Company effective 12/26/2000. Domicile changed from Arizona to Delaware effective 11/21/2014.)	04/20/1998
CUMIS Specialty Insurance Company, Inc. (Iowa)	05/15/2008

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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

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- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

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- View Financial Disclaimer

COMPANY PROFILE

Company Information

EXECUTIVE RISK INDEMNITY INC.
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
908990392207

Old Company Names

Effective Date

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

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

Lines Of Business

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

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

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COMPANY PROFILE

Company Information

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

Old Company Names

Effective Date

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

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- WORKERS' COMPENSATION

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List of Approved Surplus Line Insurers (LASLI)

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List is current as of: December 03, 2020

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A

Insurer	Date Approved
Acceptance Casualty Insurance Company (Nebraska)	10/23/2007
Accident Fund General Insurance Company (Michigan)	11/19/2020
Admiral Insurance Company (Delaware)	06/30/1995
Adriatic Insurance Company (North Dakota)	06/30/1995
AIG Specialty Insurance Company (Illinois) (Name changed from Chartis Specialty Insurance Company effective 10/01/2013)	06/30/1995
AIX Specialty Insurance Company (Delaware)	06/05/2009
Allianz Global Corporate & Specialty SE (Germany) (Name Changed from Allianz Global Corporate Specialty AG effective 11/13/2013)	06/16/2004
Allied World National Assurance Company (New Hampshire) (Name changed from Newmarket Underwriters Insurance Company effective 10/03/2007)	12/18/1997
Allied World Surplus Lines Insurance Company (Arkansas) (Name changed from Darwin Select Insurance Company effective 06/03/2014) (Name changed from ULICO Indemnity Company Effective 05/13/2010)	12/22/1995
American Empire Surplus Lines Insurance Company (Delaware) (Domicile changed from Delaware to Ohio effective 02/18/2020)	09/01/1995
American Western Home Insurance Company (Oklahoma)	09/01/1995
Arch Insurance (UK) Limited (U.K.) (Name changed from Arch Insurance Company (Europe) Limited effective 03/18/2019)	10/19/2009
Arch Specialty Insurance Company (Missouri) (Name changed from Rock River Insurance Company effective 08/01/2002) (Domicile changed from Nebraska to Missouri effective 09/30/2014)	09/01/1995
Aspen Insurance UK Limited (U.K.)	12/29/2004
Aspen Specialty Insurance Company (North Dakota) (Name changed from Dakota Specialty Insurance Company, effective 10/22/2003)	03/03/1998
Associated Industries Insurance Company, Inc. (Florida)	01/11/2012
Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
AXIS Specialty Europe SE (Ireland) (Name changed from AXIS Specialty Europe Public Limited Company effective 09/10/2012. Name changed from AXIS Specialty Europe Limited effective 04/26/2012)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995
AZGUARD Insurance Company (Nebraska)	08/26/2021

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Insurer	Date Approved
Berkley Assurance Company (Iowa)	07/20/2011