

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



**ITEM: 3.77
(ID # 25011)**

MEETING DATE:
Tuesday, June 25, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Accept the Low Bid and Award the Contract for the Construction of the Dillon Road Resurfacing and Bubbling Wells Road Resurfacing Projects, in the Community of Southeast Desert Hot Springs; District 4. [\$3,200,000 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Hardy & Harper, Inc. (Hardy & Harper) of Lake Forest, California in the amount of \$3,200,000;
2. Award the contract to Hardy & Harper 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


Dennis Acuna, Director of Transportation 5/29/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: Trans.

Kimberly A. Rector
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	\$ 0	\$ 3,200,000	\$ 3,200,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB-1 (67.6%), Road District IV (31.3%), and Mission Springs Water District (1.1%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated March 5, 2024 (Agenda Item 3.17), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Dillon Road Resurfacing and Bubbling Wells Road Resurfacing Projects. The limits on Dillon Road are from Palm Drive to Mountain View Road and the limits on Bubbling Wells Road are from 20th Avenue to Dillon Road.

The projects were combined to bid as one project in order to gain cost efficiencies by eliminating multiple bidding and administrative procedures and to seek more favorable proposed costs associated with larger bid quantities.

Dillon Road is a two-lane facility that travels in the East-West directions with a road width of 40 feet to 84 feet. Bubbling Wells Road is a two-lane facility that travels in the North-South directions with a road width of 24 feet. The circulation element of the County of Riverside General Plan classifies Dillon Road as an arterial highway and Bubbling Wells Road as a secondary highway. The areas in the immediate vicinity include residential with single family dwellings and vacant parcels.

Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the Dillon Road Resurfacing Project consists of grinding down a portion of the existing asphalt concrete pavement followed by overlaying back with Hot Mix Asphalt (HMA) pavement. The Bubbling Wells Road Resurfacing Project consists of grinding existing asphalt concrete in place (pulverize), mixing and compacting grindings with native soil, and overlaying the new base with new HMA. In addition, the project includes removal of the existing asphalt concrete pavement and underlying material and placing back new HMA pavement on an approximate 300-foot segment of 20th Avenue.

Additional improvements include reconstruction of cross gutters, and curb and gutter, construction of a concrete low water crossing dip section, placement of safety edge and shoulder backing to protect the outside edge of pavement, safety features include placing of thermoplastic crosswalk and pavement marking, roadside signs, and other associated work.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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A portion of Dillon Road is in the City of Desert Hot Springs. The City of Desert Hot Springs portion includes the southern half of the road, from Palm Drive to Avenida Manzana (1/2 mile). The City of Desert Hot Springs was invited to participate in the resurfacing of their half of this road but declined to include any improvements for this project.

The Contract includes the following schedules of work:

Base Bid Schedule 1: Dillon Road Resurfacing
Base Bid Schedule 2: Bubbling Wells Road Resurfacing
Alternative Bid Schedule 1: Mission Springs Water District (MSWD) Facilities Adjustments

MSWD has accepted the bid prices proposed by Hardy & Harper for Alternative Bid Schedule 1 which includes adjustments of seventeen (17) manholes and fifteen (15) utility covers, and the cost for the work will be reimbursed by MSWD through reimbursement Agreement. The Director of Transportation has the authority to sign reimbursement Agreements up to \$100,000 per Minute Order dated November 19, 2019 (Agenda Item 3.25).

The contractor, Hardy & Harper, 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 documents.

Project No's. D2-0096 – Dillon Road Resurfacing
D1-0072 – Bubbling Wells Road Resurfacing

Impact on Residents and Businesses

The purpose of this project is to replace existing deteriorated pavement with new hot mix asphalt for the approximate 1.5-mile segment of Dillon Road and 1.5-mile segment of Bubbling Wells Road in the Community of Southeast Desert Hot Springs 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 summer 2024. The work will be phased to keep the road open during construction as much as possible and will take approximately two and a half months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2024/2025 and will be funded with Gas Tax/SB-1, Road District IV, and MSWD funds.

There are no General Funds used in this project.

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

Contract History and Price Reasonableness

A total of seven bids were received on Wednesday March 27, 2024 ranging from \$3,200,000 to \$4,191,581. 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 in the amount of \$3,200,000 which is \$942,128 (22.75%) below the engineer's cost estimate.

The Transportation Department recommends the award of the contract to Hardy & Harper in the amount of \$3,200,000.

ATTACHMENTS:

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



Jason Farin, Principal Management Analyst 6/18/2024



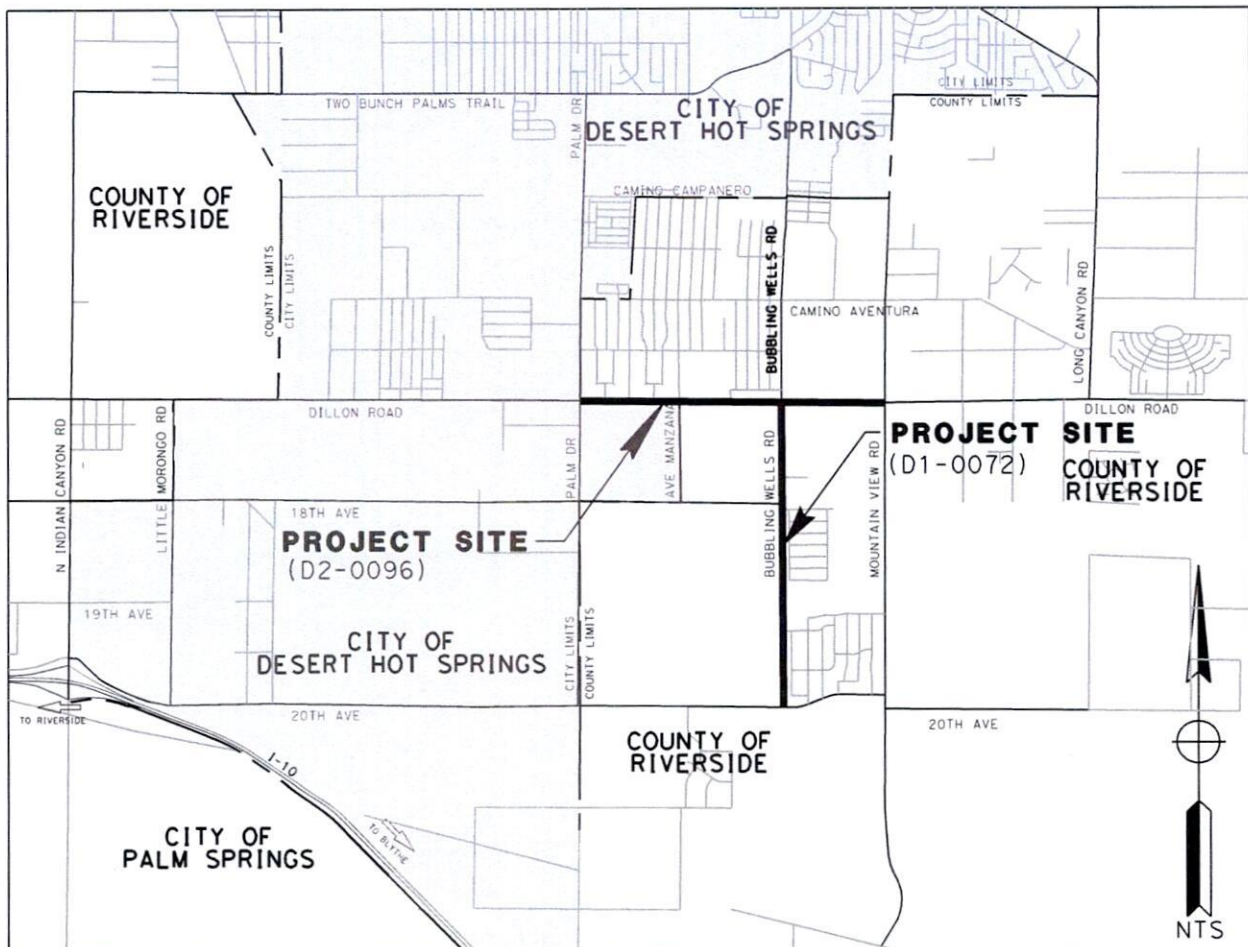
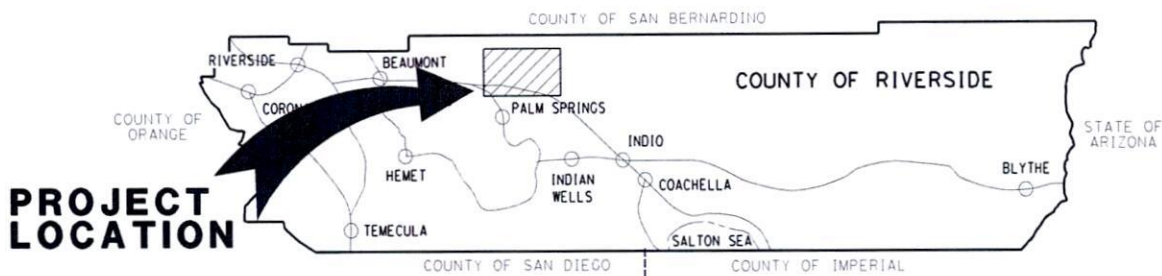
Aaron Gettis, Chief of Deputy County Counsel 6/12/2024

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

DILLON ROAD RESURFACING PALM DRIVE TO MOUNTAIN VIEW ROAD; AND

BUBBLING WELLS ROAD RESURFACING 20TH AVENUE TO DILLON ROAD

COMMUNITY OF SOUTHEAST DESERT HOT SPRINGS PROJECT No. D2-0096, D1-0072



VICINITY MAP

D2-0096 & D1-0072 Attachment "A" Summary

Riverside County Transportation Department

Project: **Dillon Road Resurfacing and Bubbling Wells Road Resurfacing**

Project No.(s): **D2-0096 and D1-0072**

Expenses as of: **5/7/2024**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	48,877		48,877	72,000	49,000
B Design	433,896	10,000	443,896	334,000	445,000
C Environmental	4,745		4,745	17,000	5,000
D Right-of-way					
E Construction		3,200,000	3,520,000	3,800,000	3,520,000
Construction Contingency 10%		320,000			
F Construction Engineering & Inspection 15%		480,000	480,000	570,000	480,000
G Construction Survey 5%		160,000	160,000	190,000	160,000
H Utilities					
Totals:	487,518	4,170,000	4,657,518	4,983,000	4,659,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	3,983,000	3,613,000
310	Road District IV	1,000,000	1,000,000
990	Miscellaneous (MSWD)		46,000
Totals:		4,983,000	4,659,000

Comments

This is a combined Attachment "A" summary for D20096 Dillon Road and D10072 Bubbling Wells Resurfacing.

Attachment "A"

Riverside County Transportation Department

Project: **Dillon Road Resurfacing**
Resurfacing of Dillon Road from Palm Dr to Mountain View Rd

Project No.(s): **D2-0096**

Expenses as of: **5/7/2024**

Project Costs and Budget

Activity	Inurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey					
B Design	199,280	5,000	204,280	157,000	205,000
C Environmental	1,803		1,803	12,000	2,000
D Right-of-way					
E Construction		1,800,000	1,980,000	1,800,000	1,980,000
Construction Contingency	10%	180,000			
F Construction Engineering & Inspection	15%	270,000	270,000	270,000	270,000
G Construction Survey	5%	90,000	90,000	90,000	90,000
H Utilities					
Totals:	201,083	2,345,000	2,546,083	2,329,000	2,547,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	1,329,000	1,501,000
310	Road District IV	1,000,000	1,000,000
990	Miscellaneous (MSWD)		46,000
Totals:		2,329,000	2,547,000

Comments

Attachment "A"

Riverside County Transportation Department

Project: **Bubbling Wells Road Resurfacing**
Resurfacing of Bubbling Wells Road from 20th Avenue to Dillon Road

Project No.(s): **D1-0072**

Expenses as of: **5/7/2024**

Project Costs and Budget

Activity	Inurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
A Preliminary Survey	48,877		48,877	72,000	49,000
B Design	234,616	5,000	239,616	177,000	240,000
C Environmental	2,942		2,942	5,000	3,000
D Right-of-way					
E Construction		1,400,000			
Construction Contingency 10%		140,000	1,540,000	2,000,000	1,540,000
F Construction Engineering & Inspection 15%		210,000	210,000	300,000	210,000
G Construction Survey 5%		70,000	70,000	100,000	70,000
H Utilities					
Totals:	286,435	1,825,000	2,111,435	2,654,000	2,112,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB-1	2,654,000	2,112,000
Totals:		2,654,000	2,112,000

Comments

Riverside County Transportation Department
Summary of Bids

PROJECT: Dillon Road Resurfacing
 Palm Drive to Mountain View Road; and
 Bubbling Wells Road Resurfacing
 20th Avenue to Dillon Road
 Community of Southeast Desert Hot Springs
 Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)
 Addenda: None
 Bids Open: 2 pm Date: Wednesday, March 27, 2024

Company Name	BASE BID SCHEDULE 1 Dillon Road Resurfacing	BASE BID SCHEDULE 2 Bubbling Wells Road Resurfacing	ALT BID SCHEDULE 1 Mission Springs Water District (MSWD) Adjustments	Project Total
COUNTY'S ESTIMATE	2,481,242.00	1,623,886.00	37,000.00	\$4,142,128.00
1 Hardy & Harper	1,764,000.00	1,400,000.00	36,000.00	\$3,200,000.00
2 Matich Corporation	1,731,422.98	1,435,434.02	42,020.00	\$3,208,877.00
3 Onyx Paving Company, Inc.	1,833,002.75	1,442,647.25	36,400.00	\$3,312,050.00
4 Granite Construction Company	1,814,689.90	1,587,105.10	44,725.00	\$3,446,520.00
5 ATP General Engineering Contract	1,979,333.90	1,480,200.00	33,625.00	\$3,493,158.90
6 All American Asphalt	2,016,612.15	1,593,452.30	57,600.00	\$3,667,664.45
7 IE General Engineering, Inc.	2,074,211.70	2,080,618.95	36,750.00	\$4,191,580.65
<i>Average Bid Prices</i>	\$1,887,610.48	\$1,574,208.23	\$41,017.14	\$3,502,835.86

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing
Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing

20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

BASE BID SCHEDULE 1 - Dillon Road Resurfacing		COUNTY'S ESTIMATE				Hardy & Harper Lake Forest, CA 92630			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	50,000.00	50,000.00	280,004.65	280,004.65
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING		LS	1	20,000.00	20,000.00	20,000.00	20,000.00
6	374207	CRACK TREATMENT		LS	1	10,000.00	10,000.00	20,000.00	20,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE		LF	2,829	3.00	8,487.00	5.00	14,145.00
8	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	108	80.00	8,640.00	75.00	8,100.00
9	190185	SHOULDER BACKING	Like 2	LF	10,279	5.00	51,395.00	3.00	30,837.00
10	390130	HOT MIX ASPHALT (POLYMER MODIFIED)		TON	7,294	160.00	1,167,040.00	120.00	875,280.00
11	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	16	140.00	2,240.00	95.00	1,520.00
12	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	39,611	20.00	792,220.00	3.65	144,580.15
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) TYPE V PCC		LF	166	75.00	12,450.00	120.00	19,920.00
14	017313	MINOR CONCRETE (CROSS GUTTER WITH SPLASH AREA) (CRS 210)		SQFT	1,376	25.00	34,400.00	33.00	45,408.00
15	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)		SQFT	920	50.00	46,000.00	33.00	30,360.00
16	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (8 INCH SLAB)		CY	27	25.00	675.00	1,330.00	35,910.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	720	5.00	3,600.00	4.00	2,880.00
18	820410 (F)	SALVAGE ROADSIDE SIGN	Like 5	EA	19	100.00	1,900.00	50.00	950.00
19	820840 (F)	ROADSIDE SIGN - ONE POST	Like 6	EA	25	300.00	7,500.00	350.00	8,750.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing
Palm Drive to Mountain View Road, and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072

Advised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

BASE BID SCHEDULE 1 - Dillon Road Resurfacing (Continued)		COUNTY'S ESTIMATE			1				
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	21,001	3.00	63,003.00	1.20	25,201.20
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	724	8.00	5,792.00	8.50	6,154.00
22	018606	VIDEO CAMERA DETECTION SYSTEM (TEMPORARY)		LS	1	60,000.00	60,000.00	50,000.00	50,000.00
23	870111	INDUCTIVE LOOP DETECTOR		EA	9	100.00	900.00	1,000.00	9,000.00
24	870700	FLASHING BEACON SYSTEM		EA	2	5,000.00	10,000.00	5,000.00	10,000.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE 1 SUB-TOTAL							2,481,242.00		1,764,000.00

Hardy & Harper
Lake Forest, CA 92630

BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	066100	DUST ABATEMENT		LS	1	10,000.00	10,000.00	10,000.00	10,000.00
27	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00	5,000.00	5,000.00
28	120100	TRAFFIC CONTROL SYSTEM		LS	1	20,000.00	20,000.00	204,475.30	204,475.30
29	170103	CLEARING AND GRUBBING		LS	1	20,000.00	20,000.00	20,000.00	20,000.00
30	011505	GRINDING ASPHALT CONCRETE IN PLACE		SQYD	24,129	2.00	48,258.00	4.00	96,516.00
31	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	748	80.00	59,840.00	75.00	56,100.00
32	190185	SHOULDER BACKING	Like 2	LF	14,662	5.00	73,310.00	3.00	43,986.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	9,081	140.00	1,271,340.00	95.00	862,695.00
34	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	206	5.00	1,030.00	4.00	824.00
35	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	8	100.00	800.00	50.00	400.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing

Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing

20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing (Continued)		COUNTY'S ESTIMATE				Hardy & Harper Lake Forest, CA 92630			
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	8	300.00	2,400.00	350.00	2,800.00
37	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	325	8.00	2,600.00	8.50	2,762.50
38	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	22,872	1.50	34,308.00	0.85	19,441.20
39	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00	75,000.00	75,000.00
BASE BID SCHEDULE B SUB-TOTAL ITEMS 26 - 39							1,623,886.00		1,400,000.00

ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	710200	ADJUST MANHOLE		EA	17	2,000.00	34,000.00	1,200.00	20,400.00
41	710220	ADJUST UTILITY COVER TO GRADE		EA	15	200.00	3,000.00	1,040.00	15,600.00
ALT BID SCHEDULE 1 SUB-TOTAL ITEMS 40 - 41							37,000.00		36,000.00

PROJECT TOTAL ITEMS 1 - 41							4,142,128.00		3,200,000.00
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**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing
 Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
 20th Avenue to Dillon Road
 Community of Southeast Desert Hot Springs
 Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)
Addenda: None
Bids Open: 2 pm Date: Wednesday, March 27, 2024

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	2		3	
						BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
BASE BID SCHEDULE 1 - Dillon Road Resurfacing						Match Corporation	San Bernardino, CA 92408	Onyx Paving Company, Inc.	Anaheim, CA 92806
1	066100	DUST ABATEMENT		LS	1	11,300.00	11,300.00	3,200.00	3,200.00
2	100100	DEVELOP WATER SUPPLY		LS	1	6,300.00	6,300.00	2,200.00	2,200.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	231,000.64	231,000.64	80,000.00	80,000.00
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	8,300.00	8,300.00	8,500.00	8,500.00
5	170103	CLEARING AND GRUBBING		LS	1	71,000.00	71,000.00	164,803.05	164,803.05
6	374207	CRACK TREATMENT		LS	1	35,000.00	35,000.00	27,000.00	27,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE		LF	2,829	2.16	6,110.64	1.75	4,950.75
8	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	108	195.00	21,060.00	80.00	8,640.00
9	190185	SHOULDER BACKING	Like 2	LF	10,279	2.90	29,809.10	1.15	11,820.85
10	390130	HOT MIX ASPHALT (POLYMER MODIFIED)		TON	7,294	117.00	853,398.00	130.00	948,220.00
11	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	16	89.00	1,424.00	115.00	1,840.00
12	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	39,611	2.64	104,573.04	3.20	126,755.20
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) TYPE V PCC		LF	166	116.00	19,256.00	130.00	21,580.00
14	017313	MINOR CONCRETE (CROSS GUTTER WITH SPLASH AREA) (CRS 210)		SQFT	1,376	34.00	46,784.00	40.00	55,040.00
15	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)		SQFT	920	42.00	38,640.00	100.00	92,000.00
16	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (8 INCH SLAB)		CY	27	1,300.00	35,100.00	1,500.00	40,500.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	720	4.00	2,880.00	8.00	5,760.00
18	820410 (F)	SALVAGE ROADSIDE SIGN	Like 5	EA	19	50.00	950.00	160.00	3,040.00
19	820840 (F)	ROADSIDE SIGN - ONE POST	Like 6	EA	25	350.00	8,750.00	500.00	12,500.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Dillon Road Resurfacing

Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing

20th Avenue to Dillon Road
 Community of Southeast Desert Hot Springs
 Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

BASE BID SCHEDULE 1 - Dillon Road Resurfacing (Continued)		2			3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	21,001	1.16	24,361.16	0.90	18,900.90
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	724	8.60	6,226.40	13.00	9,412.00
22	018606	VIDEO CAMERA DETECTION SYSTEM (TEMPORARY)		LS	1	48,000.00	48,000.00	50,500.00	50,500.00
23	870111	INDUCTIVE LOOP DETECTOR		EA	9	800.00	7,200.00	960.00	8,640.00
24	870700	FLASHING BEACON SYSTEM		EA	2	7,000.00	14,000.00	13,600.00	27,200.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE 1 SUB-TOTAL ITEMS 1 - 25							1,731,422.98		1,833,002.75

Match Corporation San Bernardino, CA 92408		Onyx Paving Company, Inc. Anaheim, CA 92806		
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BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	066100	DUST ABATEMENT		LS	1	8,400.00	8,400.00	3,200.00	3,200.00
27	100100	DEVELOP WATER SUPPLY		LS	1	6,300.00	6,300.00	2,200.00	2,200.00
28	120100	TRAFFIC CONTROL SYSTEM		LS	1	204,000.00	204,000.00	80,000.00	80,000.00
29	170103	CLEARING AND GRUBBING		LS	1	45,000.00	45,000.00	70,000.00	70,000.00
30	011505	GRINDING ASPHALT CONCRETE IN PLACE		SQYD	24,129	3.10	74,799.90	2.75	66,354.75
31	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	748	195.00	145,860.00	80.00	59,840.00
32	190185	SHOULDER BACKING	Like 2	LF	14,662	2.90	42,519.80	1.15	16,861.30
33	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	9,081	89.00	808,209.00	115.00	1,044,315.00
34	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	206	4.00	824.00	8.00	1,648.00
35	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	8	50.00	400.00	160.00	1,280.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing

Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	2		3	
						BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing (Continued)									
36	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	8	350.00	2,800.00	500.00	4,000.00
37	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	325	8.60	2,795.00	13.00	4,225.00
38	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	22,872	0.81	18,526.32	0.60	13,723.20
39	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00	75,000.00	75,000.00
BASE BID SCHEDULE B SUB-TOTAL							1,435,434.02		1,442,647.25

ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	2		3	
						BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	710200	ADJUST MANHOLE		EA	17	1,360.00	23,120.00	950.00	16,150.00
41	710220	ADJUST UTILITY COVER TO GRADE		EA	15	1,260.00	18,900.00	1,350.00	20,250.00
ALT BID SCHEDULE 1 SUB-TOTAL							42,020.00		36,400.00

PROJECT TOTAL							3,208,877.00		3,312,050.00
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Riverside County Transportation Department
Summary of Bids

PROJECT: Dillon Road Resurfacing
 Palm Drive to Mountain View Road, and
Bubbling Wells Road Resurfacing
 20th Avenue to Dillon Road
 Community of Southeast Desert Hot Springs
 Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	4			5		
					Granite Construction Company Indio, CA 92203	BID UNIT PRICE	BID ESTIMATE	ATP General Engineering Contractors San Diego, CA 92123	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT		LS	1	50,000.00	50,000.00	10,000.00	10,000.00	10,000.00
2	100100	DEVELOP WATER SUPPLY		LS	1	55,000.00	55,000.00	5,000.00	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	133,000.00	133,000.00	404,000.00	404,000.00	404,000.00
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	1,800.00	1,800.00	10,000.00	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING		LS	1	86,000.85	86,000.85	20,000.00	20,000.00	20,000.00
6	374207	CRACK TREATMENT		LS	1	45,000.00	45,000.00	17,000.00	17,000.00	17,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE		LF	2,829	2.00	5,658.00	2.00	5,658.00	5,658.00
8	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	108	300.00	32,400.00	75.00	8,100.00	8,100.00
9	190185	SHOULDER BACKING	Like 2	LF	10,279	2.00	20,558.00	5.00	51,395.00	51,395.00
10	390130	HOT MIX ASPHALT (POLYMER MODIFIED)		TON	7,294	115.00	838,810.00	110.00	802,340.00	802,340.00
11	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	16	96.00	1,536.00	88.00	1,408.00	1,408.00
12	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	39,611	2.90	114,871.90	3.90	154,482.90	154,482.90
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) TYPE V PCC		LF	166	150.00	24,900.00	90.00	14,940.00	14,940.00
14	017313	MINOR CONCRETE (CROSS GUTTER WITH SPLASH AREA) (CRS 210)		SQFT	1,376	30.00	41,280.00	28.00	38,528.00	38,528.00
15	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)		SQFT	920	120.00	110,400.00	108.00	99,360.00	99,360.00
16	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (8 INCH SLAB)		CY	27	1,500.00	40,500.00	1,600.00	43,200.00	43,200.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	720	4.00	2,880.00	4.00	2,880.00	2,880.00
18	820410 (F)	SALVAGE ROADSIDE SIGN	Like 5	EA	19	50.00	950.00	50.00	950.00	950.00
19	820840 (F)	ROADSIDE SIGN - ONE POST	Like 6	EA	25	350.00	8,750.00	350.00	8,750.00	8,750.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing
 Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
 20th Avenue to Dillon Road
 Community of Southeast Desert Hot Springs
 Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

BASE BID SCHEDULE 1 - Dillon Road Resurfacing (Continued)		4			5				
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	21,001	1.15	24,151.15	2.00	42,002.00
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	724	8.50	6,154.00	10.00	7,240.00
22	018606	VIDEO CAMERA DETECTION SYSTEM (TEMPORARY)		LS	1	48,000.00	48,000.00	105,000.00	105,000.00
23	870111	INDUCTIVE LOOP DETECTOR		EA	9	910.00	8,190.00	900.00	8,100.00
24	870700	FLASHING BEACON SYSTEM		EA	2	6,950.00	13,900.00	9,500.00	19,000.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE 1 SUB-TOTAL ITEMS 1 - 25							1,814,689.90		1,979,333.90

BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing									
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	066100	DUST ABATEMENT		LS	1	50,000.00	50,000.00	10,000.00	10,000.00
27	100100	DEVELOP WATER SUPPLY		LS	1	40,000.00	40,000.00	5,000.00	5,000.00
28	120100	TRAFFIC CONTROL SYSTEM		LS	1	104,134.00	104,134.00	315,000.00	315,000.00
29	170103	CLEARING AND GRUBBING		LS	1	95,000.00	95,000.00	20,000.00	20,000.00
30	011505	GRINDING ASPHALT CONCRETE IN PLACE		SQYD	24,129	3.00	72,387.00	4.00	96,516.00
31	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	748	300.00	224,400.00	75.00	56,100.00
32	190185	SHOULDER BACKING	Like 2	LF	14,662	2.00	29,324.00	5.00	73,310.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	9,081	96.00	871,776.00	88.00	799,128.00
34	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	206	4.00	824.00	4.00	824.00
35	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	8	50.00	400.00	50.00	400.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Dillon Road Resurfacing
Palm Drive to Mountain View Road, and
Bubbling Wells Road Resurfacing**

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072

BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing (Continued)		4			5					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	ATP General Engineering Contractors San Diego, CA 92123	BID UNIT PRICE	BID ESTIMATE
36	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	8	350.00	2,800.00		350.00	2,800.00
37	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	325	8.50	2,762.50		10.00	3,250.00
38	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	22,872	0.80	18,297.60		1.00	22,872.00
39	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00		75,000.00	75,000.00
BASE BID SCHEDULE B SUB-TOTAL ITEMS 26 - 39							1,587,105.10			1,480,200.00

ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	710200	ADJUST MANHOLE		EA	17	1,550.00	26,350.00	875.00	14,875.00
41	710220	ADJUST UTILITY COVER TO GRADE		EA	15	1,225.00	18,375.00	1,250.00	18,750.00
ALT BID SCHEDULE 1 SUB-TOTAL ITEMS 40 - 41							44,725.00		33,625.00

PROJECT TOTAL ITEMS 1 - 41							3,446,520.00		3,493,158.90
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Riverside County Transportation Department
Summary of Bids

PROJECT: Dillon Road Resurfacing
 Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
 20th Avenue to Dillon Road
 Community of Southeast Desert Hot Springs
 Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

BASE BID SCHEDULE 1 - Dillon Road Resurfacing		All American Asphalt Corona, CA 92879			IE General Engineering, Inc. Beaumont, CA 92223				
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT		LS	1	8,000.00	8,000.00	20,000.00	20,000.00
2	100100	DEVELOP WATER SUPPLY		LS	1	3,000.00	3,000.00	15,000.00	15,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	220,000.00	220,000.00	320,000.00	320,000.00
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	11,000.00	11,000.00	7,500.00	7,500.00
5	170103	CLEARING AND GRUBBING		LS	1	80,000.00	80,000.00	75,000.00	75,000.00
6	374207	CRACK TREATMENT		LS	1	27,000.00	27,000.00	25,500.00	25,500.00
7	011506	WEDGE PLANE ASPHALT CONCRETE		LF	2,829	3.25	9,194.25	25.00	70,725.00
8	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	108	74.00	7,992.00	95.00	10,260.00
9	190185	SHOULDER BACKING	Like 2	LF	10,279	2.40	24,669.60	2.00	20,558.00
10	390130	HOT MIX ASPHALT (POLYMER MODIFIED)		TON	7,294	134.00	977,396.00	145.00	1,057,630.00
11	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	16	123.00	1,968.00	145.00	2,320.00
12	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	39,611	6.65	263,413.15	4.00	158,444.00
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) TYPE V PCC		LF	166	134.00	22,244.00	50.00	8,300.00
14	017313	MINOR CONCRETE (CROSS GUTTER WITH SPLASH AREA) (CRS 210)		SQFT	1,376	40.00	55,040.00	16.00	22,016.00
15	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)		SQFT	920	80.00	73,600.00	20.00	18,400.00
16	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (8 INCH SLAB)		CY	27	1,270.00	34,290.00	650.00	17,550.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	720	4.00	2,880.00	4.40	3,168.00
18	820410 (F)	SALVAGE ROADSIDE SIGN	Like 5	EA	19	50.00	950.00	55.00	1,045.00
19	820840 (F)	ROADSIDE SIGN - ONE POST	Like 6	EA	25	350.00	8,750.00	385.00	9,625.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing

Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing

20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

BASE BID SCHEDULE 1 - Dillon Road Resurfacing (Continued)		6		7					
ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
20	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	21,001	1.15	24,151.15	1.30	27,301.30
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	724	8.50	6,154.00	9.35	6,769.40
22	018606	VIDEO CAMERA DETECTION SYSTEM (TEMPORARY)		LS	1	33,000.00	33,000.00	52,800.00	52,800.00
23	870111	INDUCTIVE LOOP DETECTOR		EA	9	880.00	7,920.00	1,000.00	9,000.00
24	870700	FLASHING BEACON SYSTEM		EA	2	7,000.00	14,000.00	7,650.00	15,300.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00	100,000.00	100,000.00
BASE BID SCHEDULE 1 SUB-TOTAL							2,016,612.15		2,074,211.70

All American Asphalt
Corona, CA 92879

IE General Engineering, Inc.
Beaumont, CA 92223

BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
26	066100	DUST ABATEMENT		LS	1	5,000.00	5,000.00	10,000.00	10,000.00
27	100100	DEVELOP WATER SUPPLY		LS	1	2,000.00	2,000.00	15,000.00	15,000.00
28	120100	TRAFFIC CONTROL SYSTEM		LS	1	138,000.00	138,000.00	430,000.00	430,000.00
29	170103	CLEARING AND GRUBBING		LS	1	54,000.00	54,000.00	50,000.00	50,000.00
30	011505	GRINDING ASPHALT CONCRETE IN PLACE		SQYD	24,129	3.60	86,864.40	2.00	48,258.00
31	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	748	74.00	55,352.00	85.00	63,580.00
32	190185	SHOULDER BACKING	Like 2	LF	14,662	2.40	35,188.80	3.00	43,986.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	9,081	123.00	1,116,963.00	145.00	1,316,745.00
34	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	206	4.00	824.00	4.40	906.40
35	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	8	50.00	400.00	55.00	440.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road Resurfacing

Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
 20th Avenue to Dillon Road
 Community of Southeast Desert Hot Springs
 Project No. D2-0096, D1-0072

Advertised: March 5, 2024 (Agenda Item: 3.17)

Addenda: None

Bids Open: 2 pm Date: Wednesday, March 27, 2024

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	6		7	
						All American Asphalt Corona, CA 92879	BID ESTIMATE	IE General Engineering, Inc. Beaumont, CA 92223	BID ESTIMATE
36	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	8	350.00	2,800.00	385.00	3,080.00
37	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	325	8.50	2,762.50	9.35	3,038.75
38	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	22,872	0.80	18,297.60	0.90	20,584.80
39	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00	75,000.00	75,000.00
BASE BID SCHEDULE B SUB-TOTAL ITEMS 26 - 39							1,593,452.30		2,080,618.95

ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Adjustments

ITEM NO.	ITEM CODE	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
40	710200	ADJUST MANHOLE		EA	17	1,800.00	30,600.00	1,500.00	25,500.00
41	710220	ADJUST UTILITY COVER TO GRADE		EA	15	1,800.00	27,000.00	750.00	11,250.00
ALT BID SCHEDULE 1 SUB-TOTAL ITEMS 40 - 41							57,600.00		36,750.00

PROJECT TOTAL							3,667,664.45		4,191,580.65
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Bid

Date: March 20, 2024

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 **Dillon Road Resurfacing, Palm Drive to Mountain View Road; and Bubbling Wells Road Resurfacing, 20th Avenue to Dillon Road, Community of Southeast Desert Hot Springs, Project No. D2-0096, D1-0072** 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.

**Dillon Road Resurfacing
Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Dillon Road Resurfacing							
1	066100	DUST ABATEMENT	----	LS	1	\$10,000	\$ 10,000
2	100100	DEVELOP WATER SUPPLY	----	LS	1	\$ 5,000	\$ 5,000
3	120100	TRAFFIC CONTROL SYSTEM	----	LS	1	\$ 280,004.65	\$ 280,004.65
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	----	LS	1	\$ 10,000	\$ 10,000
5	170103	CLEARING AND GRUBBING	----	LS	1	\$ 20,000	\$ 20,000
6	374207	CRACK TREATMENT	----	LS	1	\$ 20,000	\$ 20,000
7	011506	WEDGE PLANE ASPHALT CONCRETE	----	LF	2,829	\$ 5	\$ 14,145
8	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	108	\$ 75	\$ 8,100
9	190185	SHOULDER BACKING	Like 2	LF	10,279	\$ 3	\$ 30,837
10	390130	HOT MIX ASPHALT (POLYMER MODIFIED)	----	TON	7,294	\$ 120	\$ 875,280
11	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	16	\$ 95	\$ 1,520
12	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	----	SQYD	39,611	\$ 3.65	\$ 144,580.15
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) TYPE V PCC	----	LF	166	\$ 120	\$ 19,920
14	017313	MINOR CONCRETE (CROSS GUTTER WITH SPLASH AREA) (CRS 210)	----	SQFT	1,376	\$ 33	\$ 45,408
15	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	----	SQFT	920	\$ 33	\$ 30,360
16	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (8 INCH SLAB)	----	CY	27	\$ 1,330	\$ 35,910
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	720	\$ 4	\$ 2,880
18	820410 (F)	SALVAGE ROADSIDE SIGN	Like 5	EA	19	\$ 50	\$ 950
19	820840 (F)	ROADSIDE SIGN - ONE POST	Like 6	EA	25	\$ 350	\$ 8,750
20	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	----	LF	21,001	\$ 1.20	\$ 25,201.20
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	724	\$ 8.50	\$ 6,154

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Dillon Road Resurfacing (Continued)							
22	018606	VIDEO CAMERA DETECTION SYSTEM (TEMPORARY)	-----	LS	1	\$ 50,000	\$ 50,000
23	870111	INDUCTIVE LOOP DETECTOR	-----	EA	9	\$ 1,000	\$ 9,000
24	870700	FLASHING BEACON SYSTEM	-----	EA	2	\$ 5,000	\$ 10,000
25	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	\$ 100,000.00	\$ 100,000.00

BASE BID SCH. 1
 SUB-TOTAL: One Million Seven Hundred Sixty Four Thousand Dollars and zero cents \$ 1,764,000.00
 ITEMS 1-25 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.

BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing

26	066100	DUST ABATEMENT	-----	LS	1	\$ 10,000	\$ 10,000
27	100100	DEVELOP WATER SUPPLY	-----	LS	1	\$ 5,000	\$ 5,000
28	120100	TRAFFIC CONTROL SYSTEM	-----	LS	1	\$ 204,475.30	\$ 204,475.30
29	170103	CLEARING AND GRUBBING	-----	LS	1	\$ 20,000	\$ 20,000
30	011505	GRINDING ASPHALT CONCRETE IN PLACE	-----	SQYD	24,129	\$ 4	\$ 96,516
31	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	748	\$ 75	\$ 56,100
32	190185	SHOULDER BACKING	Like 2	LF	14,662	\$ 3	\$ 43,986
33	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	9,081	\$ 95	\$ 862,695
34	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	206	\$ 4	\$ 824
35	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	8	\$ 50	\$ 400
36	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	8	\$ 350	\$ 2,800
37	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	325	\$ 8.50	\$ 2,762.50
38	840656	PAINT TRAFFIC STRIPE (2-COAT)	-----	LF	22,872	\$ 0.85	\$ 19,441.20
39	010602	MISCELLANEOUS WORK (AS DIRECTED)	-----	FA	1	75,000.00	75,000.00

BASE BID SCH. 2
 SUB-TOTAL: One Million Four Hundred Thousand Dollars and zero cents \$ 1,400,000.00
 ITEMS 26-39 "WORDS"

* NOTE: See Instructions to Bidders, Section 16 "Like Bid Items", on page A9 and A10; corrections will apply if Like Bid items cost discrepancies are submitted.

PROPOSAL

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Adjustments							
40	710200	ADJUST MANHOLE	-----	EA	17	\$1,200	\$20,400
41	710220	ADJUST UTILITY COVER TO GRADE	-----	EA	15	\$1,040	\$15,600

ALT. BID SCH. 1
 SUB-TOTAL: Thirty Six Thousand Dollars and zero cents \$ 36,000
 ITEMS 40-41 "WORDS"

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

PROJECT TOTAL: Three Million Two hundred Thousand Dollars and zero cents \$ 3,200,000.00
 ITEMS 1 - 41 "WORDS"

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,
Tanner Hambright - Vice President, Kristen 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: 12/31/2025

Department of Industrial Relations Registration Number: 1000000076

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:

**Dillon Road Resurfacing
Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072**

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:



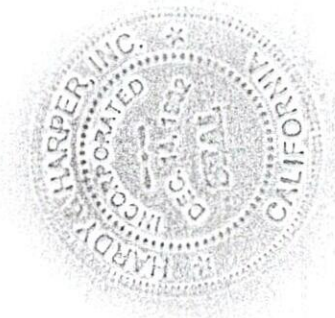
Name (printed):

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.	PRS	569352	10000 3363	Jurupa Valley	7,8,12,30,31 Coldmill Pulverize Excav.	<input type="checkbox"/>
2.	MD Rubberized	986686	10000 6438	Lake Forest	6 Crack Treatment	<input type="checkbox"/>
3.	MSL	822450	10000 0550	Anaheim	22-24 Electrical	<input type="checkbox"/>
4.	Superior Pavement	776306	10000 1476	Cypress	17-21,34-38 Striping	<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: 12.69 %

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

March (Month) 20 (Day) of 2024 (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 March 21, 2024 before me, Morgan E. Churnock, 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. Churnock
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: _____

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> March 20, 2024	<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

**Dillon Road Resurfacing
Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072**

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): _____ N/A _____

Signature: _____ N/A _____

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

Name (printed): _____ N/A _____

Title: _____ N/A _____

Bid Bond

Recitals:

1. Hardy & Harper, Inc. "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Dillon Road Resurfacing, Palm Drive to Mountain View Road; and Bubbling Wells Road Resurfacing, 20th Avenue to Dillon Road, Community of Southeast Desert Hot Springs, Project No. D2-0096, D1-0072 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: March 20, 2024

Signatures:

Fidelity and Deposit Company of Maryland

Hardy & Harper, Inc.

By: [Signature]

Dwight Reilly
Attorney in Fact
"Surety"

By: [Signature]

Title: Michael Murray, Vice President
"Contractor"



} 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 March 26, 2024 before me, Morgan E. Churnock, 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. Churnock
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 03/20/2024 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, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 7th day of September, A.D. 2023.



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 7th day of September, A.D. 2023, 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.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of March, 2024.



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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



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 by the 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.

- Company Profile
- Company Search
- Company Search Results
- 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

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

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 4, 2021, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

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

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

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

DANIEL MAAS

KRISTEN S. PAULINO

TESSA MAAS

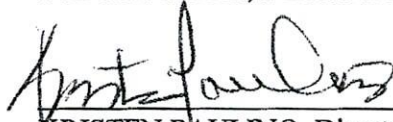
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations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

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

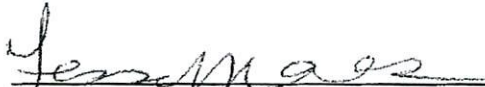
DATED: January 4, 2020 *KSP*



DANIEL MAAS, Director/President



KRISTEN PAULINO, Director/Secretary



TESSA MAAS, Director



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2025**

www.csib.ca.gov



Contractor Information	Registration History	
Legal Entity Name HARDY & HARPER, INC.	Effective Date	Expiration Date
Legal Entity Type Corporation	06/15/18	06/30/19
Status Active	05/09/17	06/30/18
Registration Number 1000000076	06/08/16	06/30/17
Registration effective date 07/01/23	06/19/15	06/30/16
Registration expiration date 06/30/24	07/02/14	06/30/15
Mailing Address 32 Rancho Circle Lake Forest 92630 CA United State...	07/01/19	06/30/20
Physical Address 32 Rancho Circle Lake Forest 92630 CA United State...	07/01/20	06/30/21
Email Address cicamen@hardyandharper.com	07/01/21	06/30/22
Trade Name/DBA	07/01/23	06/30/24
License Number (s) CSLB:215952 CSLB:215952	07/01/22	06/30/23

Legal Entity Information	
Corporation Entity Number:	C0443071
Federal Employment Identification Number:	952251022
President Name:	Dan T. Maas
Vice President Name:	Michael Murray
Treasurer Name:	
Secretary Name:	Kristen Paulino
CEO Name:	
<u>Agency for Service:</u>	
Agent of Service Name:	Dan T. Maas
Agent of Service Mailing Address:	32 Rancho Circle Lake Forest 92630 CA United States of America

Worker's Compensation	
Do you lease employees through Professional Employer Organization (PEO)?:	No
Please provide your current worker's compensation insurance information below:	
PEO	PEO
PEO InformationName	Phone Email
Insured by Carrier	
Policy Holder Name:	Hardy & Harper, Inc.
Insurance Carrier:	BITCO General Insurance Corporation
Policy Number:	WC3726115
Inception date:	04/15/23
Expiration Date:	04/15/24

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

SPECIFICATIONS and CONTRACT DOCUMENTS

for the CONSTRUCTION

of

Dillon Road Resurfacing
Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072



TRANSPORTATION DEPARTMENT

Contract

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

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Dillon Road Resurfacing, Palm Drive to Mountain View Road; and, Bubbling Wells Road Resurfacing, 20th Avenue to Dillon Road, Community of Southeast Desert Hot Springs, Project No. D2-0096, D1-0072,** 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.

**Dillon Road Resurfacing
Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072
Contract**

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE 1 - Dillon Road Resurfacing

1	066100	DUST ABATEMENT		LS	1	10,000.00	10,000.00
2	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	280,004.65	280,004.65
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN		LS	1	10,000.00	10,000.00
5	170103	CLEARING AND GRUBBING		LS	1	20,000.00	20,000.00
6	374207	CRACK TREATMENT		LS	1	20,000.00	20,000.00
7	011506	WEDGE PLANE ASPHALT CONCRETE		LF	2,829	5.00	14,145.00
8	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	108	75.00	8,100.00
9	190185	SHOULDER BACKING	Like 2	LF	10,279	3.00	30,837.00
10	390130	HOT MIX ASPHALT (POLYMER MODIFIED)		TON	7,294	120.00	875,280.00
11	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	16	95.00	1,520.00
12	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	39,611	3.65	144,580.15
13	017305	MINOR CONCRETE (CURB AND GUTTER) (CRS 201) TYPE V PCC		LF	166	120.00	19,920.00
14	017313	MINOR CONCRETE (CROSS GUTTER WITH SPLASH AREA) (CRS 210)		SQFT	1,376	33.00	45,408.00
15	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)		SQFT	920	33.00	30,360.00
16	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (8 INCH SLAB)		CY	27	1,330.00	35,910.00
17	810230	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	720	4.00	2,880.00
18	820410 (F)	SALVAGE ROADSIDE SIGN	Like 5	EA	19	50.00	950.00
19	820840 (F)	ROADSIDE SIGN - ONE POST	Like 6	EA	25	350.00	8,750.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 1 - Dillon Road Resurfacing (Continued)							
20	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)		LF	21,001	1.20	25,201.20
21	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	724	8.50	6,154.00
22	018606	VIDEO CAMERA DETECTION SYSTEM (TEMPORARY)		LS	1	50,000.00	50,000.00
23	870111	INDUCTIVE LOOP DETECTOR		EA	9	1,000.00	9,000.00
24	870700	FLASHING BEACON SYSTEM		EA	2	5,000.00	10,000.00
25	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	100,000.00	100,000.00

BASE BID
 SCHEDULE 1: One million, seven hundred sixty-four, thousand dollars and zero cents **\$1,764,000.00**
 ITEMS 1 - 25 "WORDS"

BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing

26	066100	DUST ABATEMENT		LS	1	10,000.00	10,000.00
27	100100	DEVELOP WATER SUPPLY		LS	1	5,000.00	5,000.00
28	120100	TRAFFIC CONTROL SYSTEM		LS	1	204,475.30	204,475.30
29	170103	CLEARING AND GRUBBING		LS	1	20,000.00	20,000.00
30	011505	GRINDING ASPHALT CONCRETE IN PLACE		SQYD	24,129	4.00	96,516.00
31	190101 (F)	ROADWAY EXCAVATION	Like 1	CY	748	75.00	56,100.00
32	190185	SHOULDER BACKING	Like 2	LF	14,662	3.00	43,986.00
33	390132	HOT MIX ASPHALT (TYPE A)	Like 3	TON	9,081	95.00	862,695.00
34	810230 (F)	PAVEMENT MARKER (RETROREFLECTIVE)	Like 4	EA	206	4.00	824.00
35	820410	SALVAGE ROADSIDE SIGN	Like 5	EA	8	50.00	400.00
36	820840	ROADSIDE SIGN - ONE POST	Like 6	EA	8	350.00	2,800.00
37	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	Like 7	SQFT	325	8.50	2,762.50

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	Like Bid Items	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE 2 - Bubbling Wells Road Resurfacing (Continued)							
38	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	22,872	0.85	19,441.20
39	010602	MISCELLANEOUS WORK (AS DIRECTED)		FA	1	75,000.00	75,000.00

BASE BID
 SCHEDULE 2: One million, four hundred thousand dollars and zero cents **\$1,400,000.00**
 ITEMS 26 - 39 "WORDS"

ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Adjustments

40	710200	ADJUST MANHOLE		EA	17	1,200.00	20,400.00
41	710220	ADJUST UTILITY COVER TO GRADE		EA	15	1,040.00	15,600.00

ALT BID
 SCHEDULE 1: Thirty-six thousand dollars and zero cents **\$36,000.00**
 ITEMS 40 - 41 "WORDS"

PROJECT TOTAL:
ITEMS 1 - 41 Three million, two hundred thousand dollars and zero cents **\$3,200,000.00**
"WORDS"

**Dillon Road Resurfacing
Palm Drive to Mountain View Road; and
Bubbling Wells Road Resurfacing
20th Avenue to Dillon Road
Community of Southeast Desert Hot Springs
Project No. D2-0096, D1-0072**

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

COUNTY OF RIVERSIDE

HARDY & HARPER, INC.

BY: *Chuck Washington*
CHUCK WASHINGTON
Chair, Board of Supervisors

BY: *M. J. Murray*

DATED: 6/25/2024

TITLE: Michael Murray, Vice President
(If Corporation, affix Seal)

ATTEST:

ATTEST:

Kimberly A. Rector, Clerk of the Board

Kristen Paulino

BY: *Maamy Ji*
Deputy

TITLE: Kristen Paulino, Corporate Secretary

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

License No.: 215952

Federal Employer Identification Number:

95-2251022

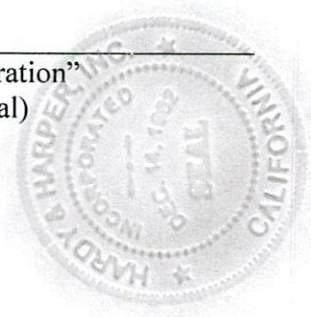
Department of Industrial Relations Registration Number:

1000000076

FORM APPROVED COUNTY COUNSEL
BY *Kristine Bell-Valdez* 6/25/24
KRISTINE BELL-VALDEZ DATE

BY _____
"County"

"Corporation"
(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of Orange)

On April 18, 2024 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Murray and Kristen Paulino
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Morgan E. Churnock
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: Kristen 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.

**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

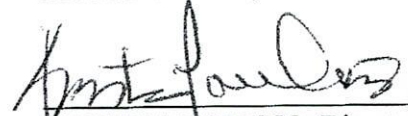
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations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

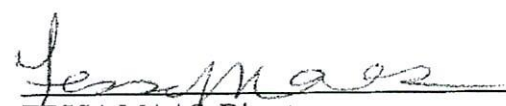
DATED: January 4, 2020 *hsp*



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 **Dillon Road Resurfacing, Palm Drive to Mountain View Road; and, Bubbling Wells Road Resurfacing, 20th Avenue to Dillon Road, Community of Southeast Desert Hot Springs, Project No. D2-0096, D1-0072.**
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 **\$3,200,000.00 (Three million, two hundred thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Title _____

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).

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 **\$3,200,000.00 (Three million, two hundred thousand dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Dillon Road Resurfacing, Palm Drive to Mountain View Road; and, Bubbling Wells Road Resurfacing, 20th Avenue to Dillon Road, Community of Southeast Desert Hot Springs, Project No. D2-0096, D1-0072.**

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).

FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This Bond was Issued in Two (2)
Original Counterparts

Bond No. 7672055

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 **\$3,200,000.00 (Three million, two hundred thousand dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Dillon Road Resurfacing, Palm Drive to Mountain View Road; and, Bubbling Wells Road Resurfacing, 20th Avenue to Dillon Road, Community of Southeast Desert Hot Springs, Project No. D2-0096, D1-0072.**

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: April 17th, 2024

Hardy & Harper, Inc.
Original Contractor – Principal

Fidelity and Deposit Company of Maryland
Surety

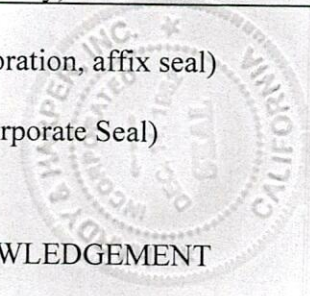
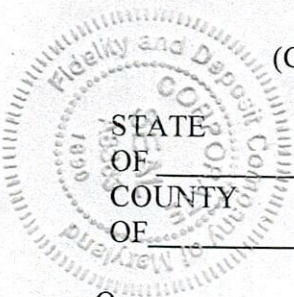
By 

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

Title Michael Murray, Vice President
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)



STATE OF _____
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

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 April 18, 2024 before me, Morgan E. Churnock, 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. Churnock
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 04/17/2024 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, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 7th day of September, A.D. 2023.



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 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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, Vice President 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 17th day of April, 2024.



Thomas O. McClellan

Thomas O. McClellan
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
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 7th day of September, A.D. 2023.



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

By: Robert D. Murray
Vice President

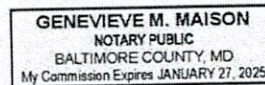
By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of September, A.D. 2023, 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.

Genevieve M. Maison



Company Profile

- Company Search
- Company Search Results
- 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

FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This Bond was Issued in Two (2)
Original Counterparts

Bond No. 7672055
Premium:\$14,095.00

Performance Bond

Recitals:

1. **Hardy & Harper, Inc.** (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **Dillon Road Resurfacing, Palm Drive to Mountain View Road; and, Bubbling Wells Road Resurfacing, 20th Avenue to Dillon Road, Community of Southeast Desert Hot Springs, Project No. D2-0096, D1-0072.**
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 **\$3,200,000.00 (Three million, two hundred thousand dollars and zero cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of April 17th, 2024

By Hardy & Harper, Inc.

By Michael Murray

Title Vice President

"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland

By Dwight Reilly

Type Name Dwight Reilly

Its Attorney in Fact
"Surety"

Title Attorney-in-Fact

(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 April 18, 2024 before me, Morgan E. Churnock, 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. Churnock
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 04/17/2024 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, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 7th day of September, A.D. 2023.



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 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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, Vice President 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 17th day of April, 2024.



Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, 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 7th day of September, A.D. 2023.



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 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Company Profile

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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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2024

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

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

PRODUCER Burnham Risk & Insurance Solutions 15901 Red Hill Ave, Ste 100 Tustin CA 92780	CONTACT NAME: Nancy Turner PHONE (A/C, No, Ext): 714-338-3941 E-MAIL ADDRESS: nancy.turner@wgbib.com	FAX (A/C, No): 714-573-1770
	INSURER(S) AFFORDING COVERAGE	
INSURED Hardy & Harper, Inc. 32 Rancho Circle Lake Forest CA 92630	License#: 0F69771 HARD&HA-02	NAIC # INSURER A: Great American Insurance Compa 16691 INSURER B: BITCO National Insurance Compa 20109 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1969388551

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	CLP3742815	4/15/2024	4/15/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	CAP3742814	4/15/2024	4/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		TUE 4369837-02	4/15/2024	4/15/2025	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC3742816	4/15/2024	4/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability Additional Insured, Primary and Noncontributory, and Waiver of Subrogation applies per attached endorsements. General Liability Aggregate limit per project applies per attached endorsements. Auto Liability Additional Insured, Primary and Noncontributory, and Waiver of Subrogation applies per attached endorsements. Work Comp Waiver of Subrogation applies per endorsement WC040306. 30 day Notice of cancellation applies per attached endorsements.

RE: Job No. 24056 - County of Riverside Transportation Department - Dillon Road Resurfacing & Bubbling Wells Road Resurfacing County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives are included as Additional Insured with respect to General and Auto Liability if required by written contract and subject to terms, conditions and exclusions of the policy. Excess Liability policy follows form. City of Desert Hot Springs & Mission Springs Water District as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside
 Transportation Department
 3525 14th Street, 2nd Floor
 Riverside CA 92501

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

AUTHORIZED REPRESENTATIVE

BITCO General Insurance Corporation
BITCO National Insurance Company

ADDITIONAL INSURED—PRIMARY AND NON-CONTRIBUTORY

This endorsement changes the policy. Please read it carefully.

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 this endorsement.

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

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

SCHEDULE

Name of Person(s) or Organizations):

WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the schedule qualifies as an "insured" for Liability Coverage, and they have coverage as a first-named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured: HARDY & HARPER, INC.

Policy Number: CAP 3742814 Endorsement No.:

Policy Period: 4/15/24 to 4/15/25 Endorsement Effective Date:

Producer's Name: Burnham WGB Insurance Solutions

Producer Number: 01-69/71

AUTHORIZED REPRESENTATIVE

DATE 5/3/2024

Charlotte Mercer

BITCO GENERAL INSURANCE CORPORATION
BITOO NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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 all Specified Persons or Organizations on file with us **THIRTY (30)** days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us **TEN (10)** days prior to the effective date of cancellation.

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

Named Insured:	HARDY & HARPER, INC.		
Policy Number:	CAP 3742814	Endorsement No.:	
Policy Period:	04-15-24 to 04-15-25	Endorsement Effective Date:	
Producer's Name:	Burnham WGB Insurance Solutions		
Producer Number:	0F69771		

Charlotte Mercer

5/3/2024

AUTHORIZED REPRESENTATIVE

DATE

Charlotte Mercer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organizations):
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS
OPERATING UNDER WRITTEN CONTRACT WHEN SUCH CONTRACT REQUIRES A
WAIVER OF SUBROGATION.

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

**The Transfer Of Rights Of Recovery Against Others
To Us** condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to the
extent that subrogation is waived prior to the "accident"
or the "loss" under a contract with that person or
organization.

Charlotte Mercer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2 and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation Common Policy Condition**:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a.** If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b.** We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c.** We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs c., d. and e. below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and
- the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
- f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
 - (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph Q1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph Q1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%

Charlotte Mercer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input checked="" type="checkbox"/> Care, Custody or Control |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | S. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| J. <input checked="" type="checkbox"/> Broadened Conditions | W. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | |
| L. <input checked="" type="checkbox"/> Suits Against Dredges and Barges | |
| M. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, 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 project(s) designated in the written contract.

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.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion **2.e.** of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2 Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. SUITS AGAINST DREDGES AND BARGES

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

M. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The 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 Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 Construction Project General Aggregate Limit.

- B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
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 Construction Project General Aggregate Limit.
- C. 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 Construction Project General Aggregate Limit.
- D. If a 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 be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A** , do not apply to the use of elevators.
2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions:

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

R. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion 2.p. of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I - COVERAGES is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to Section V – DEFINITIONS :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to property manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

S. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

T. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

W. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, 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 performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Charlotte Mercer

P. **GREEN BUILDING MATERIALS** mean any building products or construction materials that are recognized by The Leadership in Energy and Environmental Design (LEED®) or Energy Star as: (i) being environmentally preferable or sustainable; or (ii) providing enhanced energy efficiency.

Q. **INSURED** means:

1. the FIRST NAMED INSURED;
2. any ADDITIONAL NAMED INSURED; and
3. any present or former director, officer, partner, member, employee, leased or temporary worker of the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, while acting within the scope of his/her duties as such; and
4. any organization or entity, in existence at any time prior to the POLICY PERIOD, in which the FIRST NAMED INSURED has: (i) an ownership interest of fifty percent (50%) or more; or (ii) control over the management thereof; and
5. any joint venture in which the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED is named as a co-venturer, but solely to the extent such FIRST NAMED INSURED or ADDITIONAL NAMED INSURED is liable because of its performance CONTRACTING SERVICES provided under such joint venture; and
6. solely with regard to Coverage B under this Policy and only when required by written contract, INSURED also includes:
 - (a) the client for whom the INSURED performs CONTRACTING SERVICES provided that such contract was signed by the INSURED and such client prior to the date the POLLUTION CONDITION first commenced. However, the client is included as an INSURED under this Policy solely to the extent that the client is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than the client. No coverage will be provided for such entity's own negligence or strict liability; and
 - (b) any entity unrelated to the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, provided that such contract was signed by the INSURED and the client for whom the INSURED performs CONTRACTING SERVICES prior to the date the POLLUTION CONDITION first commenced. However, such entity is included as an INSURED under this Policy solely to the extent that it is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than such entity. No coverage will be provided for such entity's own negligence or strict liability.

Coverage for such client or entity under this Policy shall not exceed the lesser of the following amounts:

- (i) the Limit of Liability required under such written contract; or
- (ii) the applicable Coverage B Limit of Liability of this Policy.

However, INSURED does not include and DESIGN PROFESSIONAL

Notwithstanding Section IX. CONDITIONS, Item N. OTHER INSURANCE, and only when required by such written contract, the coverage afforded under this Policy for any person or entity who is an INSURED solely by reason of subparagraph 6. of the Definition of INSURED will apply as primary as to any other valid and collectible insurance available to such INSURED.

R. **JOB SITE** means a location at which CONTRACTING SERVICES are performed. JOB SITE also includes real property rented or leased by the INSURED during the course of performing CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES. However, JOB SITE does not include any:

1. COVERED LOCATION; or

afforded coverage to an INSURED under Coverage A.2., that the INSURED fully implement the written plan for correcting the purported act, error or omission as approved by the Company.

- N. OTHER INSURANCE** - Subject to Section VI. Limit of Liability and Self-Insured Retention, this insurance shall apply only in excess of the sum of the Self-Insured Retention amount stated in the Declarations and the applicable limits of any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the applicable Limits of Liability of this Policy.
- O. SEVERABILITY** - Except with respect to the Limits of Liability, Self-Insured Retention, Exclusion 10. ("Insured vs. Insured") and any rights and duties assigned in this Policy to the FIRST NAMED INSURED, this insurance applies as if each INSURED were the only INSURED and separately to each INSURED against whom a CLAIM is made. Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one INSURED shall not by itself affect coverage for another INSURED under this Policy. This Condition O. shall not apply to an INSURED who is a parent, subsidiary or affiliate of the INSURED which committed the misrepresentation, act or omission referenced above.
- P. SOLE AGENT** - The FIRST NAMED INSURED stated in the Declarations shall act on behalf of all INSUREDs for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided under Section V., EXTENDED REPORTING PERIOD.
- Q. SUBROGATION** - If the INSURED has rights to recover, from another person or organization, all or any part of a payment the Company makes under this Policy, those rights are transferred to the Company. The INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. Any monies recovered as a result of subrogation proceedings shall accrue first to the INSURED to the extent of any payments it made in excess of the limits of liability, then to the Company to the extent of its payment under the Policy, and then to the INSURED to the extent of its payment of the self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned amongst the INSURED and Company in the proportion that each interested party's share in the recovery bears to the total recovery.

However, the Company specifically waives any rights of recovery against any person or organization as required in a written contract that was fully executed prior to the commencement of the applicable CONTRACTING SERVICES or PROFESSIONAL SERVICES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organizations:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN "INSURED CONTRACT" TO DESIGNATE AS AN ADDITIONAL INSURED SUBJECT TO ALL THE PROVISIONS AND LIMITATIONS OF THIS POLICY.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D12. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Charlotte Mercer

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is: _____

Named Insured	HARDY & HARPER, INC.		
Policy Number	WC 3742816	Endorsement No.	
Policy Period	04-15-24 to 04-15-25	Endorsement Effective Date:	
Producer's Name:	Burnham Risk & Insurance Solutions		
Producer Number:	0006473		

Charlotte Mercer

AUTHORIZED REPRESENTATIVE

5/3/2024

DATE

WC99Q3 15(09/21)

Charlotte Mercer

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

Charlotte Mercer



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- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

GREAT AMERICAN INSURANCE COMPANY

301 E. FOURTH STREET
 CINCINNATI, OH 45202-4201
 800-545-4269

Old Company Names

Effective Date

AMERICAN CONTINENTAL INSURANCE COMPANY	12/06/1976
MANUFACTURERS & MERCHANTS INDEMNITY CO.	09/05/1956
SELECTIVE INSURANCE COMPANY	06/15/1972

Agent For Service

SARAH CLEMENS
 5901 W. Century Blvd #750
 Los Angeles CA 90045

Reference Information

NAIC #:	16691
California Company ID #:	1301-1
Date Authorized in California:	10/17/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

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NAIC Group List

NAIC Group #: 0084 American Financial 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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 - View Financial Disclaimer

COMPANY PROFILE

Company Information

**BITCO NATIONAL INSURANCE COMPANY
3700 MARKET SQUARE CIRCLE
DAVENPORT, IA 52807-2309**

Old Company Names	Effective Date
BITUMINOUS FIRE AND MARINE INSURANCE COMPANY	11/20/2014

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	20109
California Company ID #:	1751-7
Date Authorized in California:	10/18/1963
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

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NAIC Group List

NAIC Group #: 0150 OLD REPUBLIC 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
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

E - G

Insurer	Date Approved
Empire Indemnity Insurance Company (Oklahoma)	12/01/1995
Endurance American Specialty Insurance Company (Delaware) (Name changed from Traders & Pacific Insurance Company effective 06/08/2006)	02/23/1996
Energy Insurance Mutual Limited (Barbados)	12/17/1997
Evanston Insurance Company (Illinois)	08/11/1995
Everest Indemnity Insurance Company (Delaware)	08/14/1998
Executive Risk Specialty Insurance Company (Connecticut)	09/01/1995
Fair American Select Insurance Company (Delaware)	07/28/2014
First Mercury Insurance Company (Delaware) (Domicile changed from Illinois to Delaware, effective 10/28/2015)	10/16/1997
First Specialty Insurance Corporation (Missouri)	09/01/1995
Gemini Insurance Company (Delaware)	02/23/1998
General Security Indemnity Company of Arizona (Arizona) (Name changed from Fulcrum Insurance Company effective 05/03/2002)	09/01/1995
General Star Indemnity Company (Delaware) (Domicile changed from Connecticut to Delaware, effective 12/31/2012)	08/11/1995
Gotham Insurance Company (New York)	08/04/1995
Great American E&S Insurance Company (Delaware) (Name changed from Agricultural Excess and Surplus Insurance Company, effective 07/27/2000) (Domicile changed from Delaware to Ohio effective 02/18/2020)	06/30/1995
Great American Fidelity Insurance Company (Delaware) (Name changed from American Dynasty Surplus Lines Insurance Company, effective 06/27/2001) (Domicile changed from Delaware to Ohio effective 02/18/2020)	09/01/1995
Great American Risk Solutions Surplus Lines Insurance Company (Ohio) (Domicile changed from Delaware to Ohio effective 02/18/2020) (Name changed from American Empire Surplus Lines Insurance Company effective 07/17/2023)	09/01/1995
Great Lakes Insurance SE (Germany) (Domicile changed from UK to Germany and name changed from Great Lakes Reinsurance (UK) SE effective December 30, 2016) (Name changed from Great Lakes Reinsurance (UK) PLC (U.K.) effective 07/28/2015)	12/01/1995
GuideOne National Insurance Company (Iowa)	12/07/2015
Gulf Underwriters Insurance Company (Connecticut) (Domicile changed from Missouri to Connecticut, effective 10/01/2001)	07/07/1995

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H - L

Insurer	Date Approved
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**IMPORTANT INFORMATION TO POLICYHOLDERS
CALIFORNIA**

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

Great American Insurance Group
Administrative Offices
301 East 4th Street
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

1-800-972-3008

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, California 90013
1-800-927-4357
213-897-8921 (if calling from within the Los Angeles area)
1-800-482-4833 (TDD Number)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GLOBAL SANCTION ENDORSEMENT

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) BITCO GENERAL INSURANCE COMPANY POLICY: WC 3726115 4/15/24 TO 4/15/25	Employers Liability	Bodily Injury By Accident \$ 1,000,000. each accident Bodily Injury By Disease \$ 1,000,000. policy limit \$ 1,000,000. each employee
b) BITCO GENERAL INSURANCE COMPANY POLICY: CAP 3726117 4/15/24 TO 4/15/25	Automobile/Garage <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> Owned Automobile Only <input type="checkbox"/> Specifically Designated Automobile <input type="checkbox"/> Hired Automobile <input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> Garage Liability <input checked="" type="checkbox"/> DEFENSE OUTSIDE THE LIMIT	<input type="checkbox"/> Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident <input checked="" type="checkbox"/> Combined Single Limit \$ 1,000,000. each accident <input type="checkbox"/> Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate
	<input type="checkbox"/> Garagekeepers Liability	\$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
<p>c) ()</p> <p style="text-align: center;">OR</p> <p>(X) BITCO GENERAL INSURANCE COMPANY POLICY: CLP 3726116 4/15/24 TO 4/15/25</p> <p>(X) DEFENSE OUTSIDE THE LIMIT</p> <p>Retroactive Date</p>	<p>Comprehensive General Liability including</p> <p>() Products-Completed Operation Liability</p> <p>() Broad Form Endorsement</p> <p>()</p> <p>()</p> <p style="text-align: center;">OR</p> <p>Commercial General Liability</p> <p>(X) Occurrence Form</p> <p>() Claims-Made Form</p> <p>()</p>	<p>() Split Limit</p> <p>Bodily Injury Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>Property Damage Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>() Combined Single Limit</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p style="text-align: center;">OR</p> <p>\$2,000,000. General Aggregate Limit</p> <p>\$2,000,000. Products-Completed Operation Aggregate Limit</p> <p>\$1,000,000. Personal and Advertising Injury Limit</p> <p>\$1,000,000. Each Occurrence Limit</p>
<p>d) BITCO GENERAL INSURANCE COMPANY POLICY: CLP 3726116 4/15/24 TO 4/15/25</p>	<p>EMPLOYEE BENEFIT LIABILITY</p>	<p>\$1,000,000. EACH EMPLOYEE</p> <p>\$1,000,000. AGGREGATE LIMIT</p>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

The Named Insured listed in Item 1 of the Declarations is changed to the following:

HARDY & HARPER, INC.
ETD TRUCKING, LLC
MAAS EQUIPMENT, LLC
TKM ENTERPRISES
EVERQUINN LAND, LLC

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.

Section VI. - **CONDITION D. Cancellation**, is deleted and replaced by the following:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. If the policy has been in effective for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any "Insured" or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - b. 30 days before the effective date of cancellation for any other reason.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.
9. If this policy has been in effect for more than 60 days, or is a renewal of a policy the company issued, the company may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - a. Nonpayment of premium, including payment due on a prior policy the company issued and due during the current policy term covering the same risks.
 - b. Discovery of fraud or material misrepresentation by:
 - (1) Any "Insured" or his or her representative in obtaining this insurance; or
 - (2) The Named Insured or the Named Insured's representative in pursuing a claim under this policy.
 - c. A judgment by a court or an administrative tribunal that the Named Insured has violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the Named Insured's representative, which materially increase any of the risks insured against.
 - e. Failure by the Named Insured or the Named Insured's representative to implement reasonable loss control requirements, agreed to by the insured as a condition of policy issuance, or which were conditions precedent to the company's use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - f. A determination by the Commissioner of Insurance that the:
 - (1) Loss of, or changes in, the company's reinsurance covering all or part of the risk would threaten the company's financial integrity or solvency; or
 - (2) Continuation of the policy coverage would:
 - (a) Place the Company in violation of California law or the laws of the state where the company is domiciled; or
 - (b) Threaten the solvency of the company.
 - g. A change by the Named Insured or the Named Insured's representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
10. The company will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the Named Insured, and to the producer of record, at least:
 - a. 10 days before the effective date of cancellation if the company cancels for:

- (1) Nonpayment of premium, including payment due on a prior policy the company issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud by:
 - (a) Any "Insured" or his or her representative in obtaining this insurance; or
 - (b) The Named Insured or Named Insured's representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if the company cancels for any other reason listed in Paragraph 9.

The following **CONDITION** is added and supersedes any provision to the contrary:

Nonrenewal

1. If the company decides not to renew this policy, the company will mail or deliver written notice stating the reason for nonrenewal to the Named Insured and to the producer of record, at least:
 - a. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
2. The company will mail or deliver notice to the Named Insured, and to the producer of record, at the mailing addresses shown in the policy.
3. The company is not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between the company's insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 1.
 - c. If the Named Insured has obtained replacement coverage, or if the Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and the Named Insured is notified at the time of issuance that it will not be renewed.
 - e. If the Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If the company has made an offer to the Named Insured, in accordance with the timeframes shown in Paragraph 1., to renew the policy under changed terms or conditions or at a changed premium rate.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**DISCLOSURE PURSUANT TO TERRORISM
RISK INSURANCE ACT - REJECTION OF OFFER**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM
SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM
EXCESS LIABILITY

A. Rejection Of Offer

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. **You have rejected this offer of coverage.**

This endorsement does not change any other provision of the policy.

Policy No. TUE 4369837 - 02
Renewal Of TUE 4369837 - 01

EXCESS LIABILITY POLICY DECLARATIONS

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
HARDY & HARPER, INC.
32 RANCHO CIRCLE
LAKE FOREST, CA 92630

ITEM 2. POLICY PERIOD:
12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 04/15/2024 To 04/15/2025

**IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE
THE INSURANCE AS STATED IN THIS
POLICY.**

AGENT'S NAME AND ADDRESS:
BURNHAM WGB INSURANCE SOLUTIONS
15901 RED HILL AVENUE
SUITE 100
TUSTIN, CA 92780

Insurance is Afforded by Company indicated below:
GREAT AMERICAN INSURANCE COMPANY
(A capital stock corporation)

ITEM 3. POLICY PREMIUM:
\$

POLICY MINIMUM PREMIUM:
\$

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

The Company's Liability under this policy will not exceed the following limit: 100 percent of "loss" excess of Underlying Insurance stated in **Item 5.** of the Declarations, but for no greater than:
\$ 10,000,000. Each Occurrence
\$ 10,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy
Insurer, Policy No., Policy Period
SEE ATTACHED GAI6003 SCHEDULE A-
SCHEDULE OF UNDERLYING POLICIES

Applicable Limit
\$ GAI6003 Each Occurrence
\$ GAI6003 Aggregate Limit
(where applicable)

**Other Underlying Insurance (Excess
of First Underlying Insurance Policy)**
N/A

Applicable Limit
\$ N/A Each Occurrence
\$ N/A Aggregate Limit
(where applicable)

ITEM 6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, TAU 9997 (Ed. 11/97).

Countersigned _____ By _____
Date Authorized Representative

**EXCESS LIABILITY POLICY
FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added*	Form Description
		or ST Date Deleted	
1.	IL7268	0909	IN WITNESS CLAUSE
2.	IL7324	0721	GLOBAL SANCTION ENDORSEMENT
3.	GAI6003	0697	SCHEDULE A-SCHED/UNDERLYING POLICY
4.	GAI6005	0697	NAMED INSURED
5.	GAI6158	0210	CA CHANGES
6.	GAI6473	0108	DISC PURSUANT TERR RISK ACT REJECTN
7.	TAU9501	1197	EXCESS LIABILITY POLICY DECLARATION
8.	TAU9500	1197	EXCESS LIABILITY POLICY
9.	GAI6590	1207	EXCL - EMPLOYMENT RELATED PRACTICES
10.	GAI6639	1102	WAR OR TERRORISM EXCLUSION
11.	GAI6650	0303	WAR LIABILITY EXCLUSION
12.	GAI6663	0814	EXCLUSION - ORGANIC PATHOGENS
13.	GAI6774	1213	EXCL-REC&DIST OF MAT/INF IN VIO/COM
14.	GAI6782	0714	EXCLUSN - ACCESS/DISCLOSURE
15.	TAU9516	1197	CARE/CUST/CNTRL EXCL-REAL/PERS PROP
16.	TAU9527	1197	ERISA EXCLUSION
17.	TAU9536	1197	INTELLECTUAL PROPERTY EXCL
18.	TAU9554	1197	PLLTN EXCL-EXCEPT NAMED PERIL HF
19.	TAU9566	1197	PRODUCT RECALL EXCLUSION
20.	TAU9568	1197	PROFESSIONAL LIA EXCL
21.	TAU9999	1197	GENERAL ENDORSEMENT
22.	TAU9999	1197	GENERAL ENDORSEMENT

*If not at inception

**EXCESS LIABILITY POLICY
FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or		Form Description
		ST	Date Deleted	
1.	TAU9999	1197		GENERAL ENDORSEMENT
2.	TAU9999	1197		GENERAL ENDORSEMENT
3.	TAU9999	1197		GENERAL ENDORSEMENT
4.	TAU9999	1197		GENERAL ENDORSEMENT
5.	TAU9999	1197		GENERAL ENDORSEMENT
6.	TAU9999	1197		GENERAL ENDORSEMENT
7.	TAU9999	1197		GENERAL ENDORSEMENT
8.	TAU9999	1197		GENERAL ENDORSEMENT
9.	TAU9999	1197		GENERAL ENDORSEMENT
10.	TAU9999	1197		GENERAL ENDORSEMENT
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				

* If not at inception

EXCESS LIABILITY POLICY

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Words and phrases in quotation marks have special meaning and can be found in the **Definitions** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured "loss" in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations, but only up to an amount not exceeding the Company's Limits of Insurance as shown in Item 4. of the Declarations. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the First Underlying Insurance Policy, as shown in Item 5. of the Declarations.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limits of Insurance beyond that set forth in Item 4. of the Declarations.

We will be furnished a complete copy of the First Underlying Insurance Policy described in Item 5. of the Declarations.

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:

1. Insureds;
2. claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations.
2. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to B.2., the occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.
4. Subject to Paragraphs B.2. and B.3. above, if the underlying Limits of Insurance stated in Item 5. of the Declarations are reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced Underlying Limits or, if all Underlying Limits are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the First Underlying Insurance Policy, except for the terms, conditions, definitions and exclusions of this policy.
5. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining pe-

riod of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against you.
- B. We will have the right, but not the duty, to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for "loss" under this policy. If we exercise such right, we will do so at our own expense.
- C. If all Underlying Limits of Insurance stated in Item 5. of the Declarations are exhausted solely by payment of "loss," we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit which in our opinion may give rise to a "loss" under this policy. Such investigation or defense shall be at our own expense. We may, however, withdraw from the defense of such suit and tender the continued defense to you if our applicable Limits of Insurance stated in Item 4. of the Declarations are exhausted by payment of "loss."

IV. EXCLUSIONS

This policy does not apply to:

- A. Any "loss," including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:
 - 1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;

- 2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
- 3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Any "loss":

- 1. with respect to which any Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its Limit of Insurance; or
- 2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

- b. any Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material", if:

- 1. the "nuclear material"
 - a. is at any "nuclear facility" owned by, or operated by or on behalf of, any Insured; or

- b. has been discharged or dispersed therefrom;
- 2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
- 3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion B.3. applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

As used in this exclusion:

- 1. "Hazardous properties" include radioactive, toxic or explosive properties.
- 2. "Nuclear facility" means:
 - a. any "nuclear reactor";
 - b. any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing "spent fuel," or
 - (3) handling, processing or packaging "nuclear waste";
 - c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium

or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste," and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 3. "Nuclear material" means "source material," "special nuclear material" or "by-product material."
- 4. "Nuclear property damage" includes all forms of radioactive contamination of property.
- 5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 6. "Nuclear Waste" means any "nuclear waste" material:
 - a. containing "by-product material" other than the tailings of "nuclear wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
 - b. resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph C.2.a. or C.2.b.
- 7. "Source material," "special nuclear material," and "by-product" material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

V. DEFINITIONS

"Loss" means those sums which you are legally obligated to pay as damages, after making proper deductions for all recoveries and salvage.

VI. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the Underlying Insurance, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II. of this policy.

B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any Insured will not relieve us from our obligation to pay "loss" covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such underlying insurance, but will apply as if the underlying insurance was fully available and collectible.

C. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

D. Maintenance of Underlying Insurance

During the period of this policy, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for "loss" covered by Underlying Insurance.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a "loss" covered under this policy. To the extent possible, notice will include:
 - a. how, when and where the occurrence took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any injury or damage arising out of the occurrence.
2. If a claim or suit against any Insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved Insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

4. The Insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

G. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes. If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

H. When "Loss" is Payable

Coverage under this policy will not apply unless and until the Insured or the Insured's underlying insurance has paid or is obligated to pay the full amount of the Underlying Limits of Insurance stated in Item 5. of the Declarations.

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the Insured the amount of "loss" covered under the terms of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYMENT RELATED PRACTICES

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any liability or "loss" arising out of any:

1. refusal to employ or promote;
2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, malicious prosecution directed at that person; or other employment related practices, policies, acts or omissions; or
4. consequential injury as a result of 1. through 3.

This exclusion applies whether the injury-causing event described in 1. through 4. occurs before employment, during employment or after employment of that person, and whether the Insured may be held liable as an employer or in any other capacity, and to any obligations to share damages with or to repay someone else who must pay damages.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR OR TERRORISM EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

- A. Any "loss" based upon or arising, directly or indirectly, out of:
1. war, including undeclared or civil war;
 2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
 3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
 4. "terrorism," including any action taken in hindering or defending against an actual or expected incident of "terrorism."
- Regardless of any other clause or event that contributes concurrently or in any sequence to the injury or damage.
- B. As used in this endorsement, "**terrorism**" means activities against persons, organizations or property of any nature:
1. that involve the following or preparation of the following:
 - a. use or threat of force or violence;
- b. commission or threat of a dangerous act; or
- c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. when one or both of the following applies:
- a. the effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. it is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or to express opposition to) a philosophy or ideology.
- C. The aggregate limits shown in **Schedule A - Schedule Of Underlying Policies** shall neither be reduced nor exhausted by reason of any paid losses or costs of defense caused by or arising out of war or "terrorism" as excluded in this endorsement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

This insurance does not apply to:

War

"Any injury or damage," however caused, arising, directly or indirectly, out of:

- (1) war, including undeclared or civil war; or
- (2) warlike action by military force, including action of hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

As used in this exclusion:

"Any injury or damage" means any injury or damage covered under any policy, Coverage Part, or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable policy, Coverage Part, or "underlying insurance."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **IV. EXCLUSIONS**:

Organic Pathogens

1. Any "loss" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "organic pathogen."
2. Any loss, cost or expense arising out of any:
 - a. request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen," or
 - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "organic pathogen."

The following definition is added to **SECTION V. DEFINITIONS**:

"Organic pathogen" means any:

1. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
2. Viruses or other pathogens (whether or not a microorganism); or
3. Colony or group of any of the foregoing.

All other terms and conditions of the Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR
INFORMATION IN VIOLATION OF STATUTES OR COMMON LAW**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **IV. EXCLUSIONS**:

Recording And Distribution Of Material Or Information In Violation Of Statutes Or Common Law

Any "loss" arising, directly or indirectly, out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
4. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

In addition, to the extent the actions or omissions which are alleged to violate the statutes, ordinances or regulations described above are also alleged to give rise to common law or tort claims, this insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" arising, directly or indirectly, out of any such action or omission.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to Section **IV. EXCLUSIONS**:

IV. Exclusions

Insurance provided under this Coverage Part does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Loss" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE, CUSTODY OR CONTROL EXCLUSION - REAL OR PERSONAL PROPERTY

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "loss" for property damage to real or personal property in the care, custody or control of any Insured, or loaned to any Insured, or used, rented, or occupied by any Insured, or as to which any Insured is for any purpose exercising physical control.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERISA EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "loss" or obligation of the Insured under the Employee Retirement Income Security Act of 1974 or any amendments to that act, or under any similar law, regulation or ordinance.

This endorsement does not change any other provision of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "loss" arising out of or directly or indirectly related to the actual or alleged publication or utterance or oral or written statements which are claimed as an infringement, violation or defense of any of the following rights or laws:

1. copyright, other than infringement of copyrighted advertising materials;
2. patent;
3. trade secrets;
4. trade dress; or
5. trade mark or service mark or certification mark or collective mark or trade name, other than trademarked or service marked titles or slogans.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION - EXCEPTION FOR NAMED PERIL OF HOSTILE FIRE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The following is added to Section **IV - EXCLUSIONS**:

This policy does not apply to any "loss," including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:

1. The actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants," however caused.
2. Any request, demand or order the any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons.
3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any "loss," costs, charges, or expenses, or any judgments or set-

tlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

This exclusion does not apply to bodily injury or property damage arising out of:

1. The following named peril:
 - a. heat, smoke or fumes from a "hostile fire" at the Insured's premises or job location. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be;

to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provisions of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCT RECALL EXCLUSION

The following exclusion is added to Section IV -
EXCLUSIONS:

Any "loss," cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "your product";
2. "your work"; or
3. "impaired property"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

"Your product" means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles) materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

2. the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work" means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
2. the providing of or failure to provide warnings or instructions.

"Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of "your product" or "your work"; or
2. your fulfilling the terms of the contract or agreement.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "loss" for, caused by, arising out of, or in connection with the rendering of, manner of rendering or failure to render any professional service.

This endorsement does not change any other provision of the policy.

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GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. - EXCLUSIONS:

ANY "LOSS" ARISING FROM LIABILITY OF ANY NAMED INSURED COVERED UNDER THIS POLICY TO ANY OTHER NAMED INSURED COVERED UNDER THIS POLICY.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY EXCLUSION

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. - EXCLUSIONS:

ANY AND ALL LIABILITY OR "LOSS" OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO SETTLEMENTS, JUDGMENTS, COSTS, CHARGES, EXPENSES, COSTS OF INVESTIGATIONS, OR THE FEES OF ATTORNEYS, EXPERTS, CONSULTANTS OR MEDICAL PERSONNEL, ARISING OUT OF, CAUSED BY, RESULTING FROM, CONTRIBUTED TO, AGGRAVATED BY, OR RELATED IN ANY WAY, EITHER DIRECTLY OR INDIRECTLY, AND EITHER IN WHOLE OR IN PART, TO:

1. DAMAGES ARISING OUT OF THE LOSS OF, LOSS OF USE OF, DAMAGE TO, CORRUPTION OF, INABILITY TO ACCESS, OR INABILITY TO MANIPULATE "ELECTRONIC DATA."

AS USED IN THIS EXCLUSION, "ELECTRONIC DATA" MEANS INFORMATION, FACTS OR PROGRAMS STORED AS OR ON, CREATED OR USED ON, OR TRANSMITTED TO OR FROM COMPUTER SOFTWARE, INCLUDING SYSTEMS AND APPLICATIONS SOFTWARE, HARD OR FLOPPY DISKS, CD-ROMS, TAPES, DRIVES, CELLS, DATA PROCESSING DEVICES OR ANY OTHER MEDIA WHICH ARE USED WITH ELECTRONICALLY CONTROLLED EQUIPMENT.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED LIMITATION ENDORSEMENT (ADDITIONAL INSURED LIMITATION)

THE FOLLOWING IS ADDED TO SECTION V. - DEFINITIONS:

"INSURED" MEANS EACH OF THE FOLLOWING, TO THE EXTENT SET FORTH:

1. THE NAMED INSURED MEANING:

A. ANY PERSON OR ORGANIZATION LISTED IN ITEM 1. OF THE DECLARATIONS, AND ANY COMPANY OF WHICH YOU OWN MORE THAN 50%, AS OF THE EFFECTIVE DATE OF THIS POLICY.

B. ANY ORGANIZATION YOU NEWLY ACQUIRE OR FORM, OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, AND OVER WHICH YOU MAINTAIN OWNERSHIP OR MAJORITY INTEREST, WILL QUALIFY TO BE A NAMED INSURED. HOWEVER,

(1) COVERAGE UNDER THIS ENDORSEMENT IS AFFORDED ONLY UNTIL THE 90TH DAY AFTER YOU ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER;

(2) COVERAGE DOES NOT APPLY TO "LOSS" THAT OCCURRED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION; AND

(3) COVERAGE APPLIES ONLY IF THE ORGANIZATION IS INCLUDED UNDER THE COVERAGE PROVIDED BY THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN FOR NO BROADER COVERAGE

THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

2. IF YOU ARE AN INDIVIDUAL, YOU AND YOUR SPOUSE, BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH YOU ARE THE SOLE OWNER AS OF THE EFFECTIVE DATE OF THIS POLICY.

3. IF YOU ARE A PARTNERSHIP OR JOINT VENTURE, THE PARTNERS OR MEMBERS AND THEIR SPOUSES BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

4. IF YOU ARE A LIMITED LIABILITY COMPANY, THE MEMBERS OR MANAGERS BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

5. ANY PERSON OR ORGANIZATION, OTHER THAN THE NAMED INSURED, INCLUDED AS AN ADDITIONAL INSURED SOLELY BY VIRTUE OF AN "INSURED CONTRACT", AND TO WHICH COVERAGE IS PROVIDED BY THE UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY THE UNDERLYING INSURANCE TO SUCH ADDITIONAL INSURED. THE LIMITS OF INSURANCE APPLICABLE TO THE ADDITIONAL INSURED ARE THE LESSER OF THOSE SPECIFIED IN THE DECLARATIONS OF THIS POLICY OR THOSE SPECIFIED IN THE "INSURED CONTRACT" LESS THE

APPLICABLE UNDERLYING INSURANCE. THE LIMITS OF INSURANCE APPLICABLE TO THE ADDITIONAL INSURED ARE INCLUDED WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS.

6. ANY OF YOUR PARTNERS, EXECUTIVE OFFICERS, DIRECTORS, OR EMPLOYEES BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES.

HOWEVER, THE COVERAGE GRANTED BY THIS PROVISION 6. DOES NOT APPLY TO THE OWNERSHIP, MAINTENANCE, USE, LOADING OR UNLOADING OF ANY AUTOS, AIRCRAFT, OR WATERCRAFT UNLESS SUCH COVERAGE IS INCLUDED UNDER THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

EMPLOYEES INCLUDE "LEASED WORKERS" BUT NOT "TEMPORARY WORKERS." "LEASED WORKERS" ARE LEASED TO YOU BY A LABOR LEASING FIRM UNDER AN AGREEMENT BETWEEN YOU AND THE LABOR LEASING FIRM TO PERFORM RELATED DUTIES TO THE CONDUCT OF YOUR BUSINESS. "LEASED WORKERS" ARE NOT "TEMPORARY WORKERS." "TEMPORARY WORKERS" ARE PERSONS

FURNISHED TO YOU TO SUBSTITUTE FOR PERMANENT EMPLOYEES ON LEAVE OR TO MEET SEASONAL OR SHORT-TERM WORKLOAD CONDITIONS.

7. ANY PERSON, OTHER THAN ONE OF YOUR EMPLOYEES, OR ORGANIZATION WHILE ACTING AS YOUR REAL ESTATE MANAGER.

8. ANY PERSON (OTHER THAN YOUR PARTNERS, EXECUTIVE OFFICERS, DIRECTORS, STOCKHOLDERS OR EMPLOYEES) OR ORGANIZATIONS WITH RESPECT TO ANY AUTO OWNED BY YOU, LOANED TO YOU OR HIRED BY YOU OR ON YOUR BEHALF AND USED WITH YOUR PERMISSION.

HOWEVER, THE COVERAGE GRANTED BY THIS PROVISION 8. DOES NOT APPLY TO ANY PERSON USING AN AUTO WHILE WORKING IN A BUSINESS THAT SELLS, SERVICES, REPAIRS OR PARKS AUTOS UNLESS YOU ARE IN THAT BUSINESS.

9. NO PERSON OR ORGANIZATION IS AN INSURED WITH RESPECT TO THE CONDUCT OF ANY CURRENT OR PAST PARTNERSHIP OR JOINT VENTURE THAT IS NOT SHOWN AS A NAMED INSURED IN THE DECLARATIONS.

AS USED IN THIS ENDORSEMENT, "INSURED CONTRACT" MEANS ANY ORAL OR WRITTEN CONTRACT OR AGREEMENT ENTERED INTO BY YOU AND PERTAINING TO YOUR BUSINESS UNDER WHICH YOU ASSUME THE "TORT LIABILITY" OF ANOTHER PARTY TO PAY FOR "LOSS" FOR INJURY OR DAMAGES TO A THIRD PERSON OR ORGANIZATION,

PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.

"TORT LIABILITY" MEANS A CIVIL LIABILITY THAT WOULD BE IMPOSED BY LAW IN THE ABSENCE OF ANY CONTRACT OR AGREEMENT.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT
KNOWN INJURY OR DAMAGE AND DEFINITION OF "OCCURRENCE"

SECTION I - COVERAGE IS DELETED AND REPLACED BY THE FOLLOWING:

I. COVERAGE

A) WE WILL PAY ON BEHALF OF THE INSURED "LOSS" CAUSED BY AN "OCCURRENCE" IN EXCESS OF THE UNDERLYING LIMITS OF INSURANCE SHOWN IN ITEM 5. OF THE DECLARATIONS, BUT ONLY UP TO AN AMOUNT NOT EXCEEDING THE COMPANY'S LIMITS OF INSURANCE AS SHOWN IN ITEM 4. OF THE DECLARATIONS. EXCEPT FOR THE TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS OF THIS POLICY, THE COVERAGE PROVIDED BY THIS POLICY WILL FOLLOW THE FIRST UNDERLYING INSURANCE POLICY, AS SHOWN IN ITEM 5. OF THE DECLARATIONS.

THE INCLUSION OR ADDITION HEREUNDER OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE COMPANY'S LIMITS OF INSURANCE BEYOND THAT SET FORTH IN ITEM 4. OF THE DECLARATIONS.

WE WILL BE FURNISHED A COMPLETE COPY OF THE FIRST UNDERLYING INSURANCE POLICY DESCRIBED IN ITEM 5. OF THE DECLARATIONS.

B) THIS INSURANCE APPLIES TO "LOSS" ONLY IF:

(1) PRIOR TO THE POLICY PERIOD, NO INSURED KNEW THAT THE "LOSS" HAD OCCURRED, IN WHOLE OR IN PART. IF ANY INSURED KNEW, PRIOR TO THE POLICY PERIOD, THAT THE "LOSS" OCCURRED, THEN ANY CONTINUATION, CHANGE OR RESUMPTION OF SUCH "LOSS" DURING OR AFTER THE POLICY PERIOD WILL BE DEEMED TO HAVE BEEN KNOWN PRIOR TO THE POLICY PERIOD.

C) "LOSS" WHICH OCCURS DURING THE POLICY PERIOD AND WAS NOT , PRIOR TO THE POLICY PERIOD, KNOWN TO HAVE OCCURRED BY ANY INSURED, INCLUDES ANY CONTINUATION, CHANGE OR RESUMPTION OF THAT "LOSS" AFTER THE POLICY PERIOD.

D) "LOSS" WILL BE DEEMED TO HAVE BEEN KNOWN TO HAVE OCCURRED AT THE EARLIEST TIME WHEN ANY INSURED:

1. REPORTS ALL, OR ANY PART, OF THE "LOSS" TO US OR ANY OTHER INSURER;
2. RECEIVES A WRITTEN OR VERBAL DEMAND OR CLAIM FOR DAMAGES BECAUSE OF THE "LOSS"; OR
3. BECOMES AWARE BY ANY OTHER MEANS THAT THE "LOSS" HAS OCCURRED OR HAS BEGUN TO OCCUR.

SECTION V - DEFINITIONS IS DELETED AND REPLACED BY THE FOLLOWING:

V. DEFINITIONS

A. "LOSS" MEANS THOSE SUMS WHICH YOU ARE LEGALLY OBLIGATED TO PAY AS DAMAGES, AFTER MAKING PROPER DEDUCTIONS FOR ALL RECOVERIES AND SALVAGE.

B. "OCCURRENCE" MEANS:

1. AS RESPECTS "BODILY INJURY" OR "PROPERTY DAMAGE", AN ACCIDENT, INCLUDING CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL HARMFUL CONDITIONS;
2. AS RESPECTS "PERSONAL INJURY", AN OFFENSE ARISING OUT OF THE BUSINESS OF ANY "INSURED" THAT RESULTS IN "PERSONAL INJURY." ALL DAMAGES THAT ARISE FROM THE SAME OR RELATED INJURIOUS

MATERIAL OR ACTS WILL BE CONSIDERED AS ARISING OUT OF ONE "OCCURRENCE", REGARDLESS OF THE FREQUENCY OR REPETITION THEREOF, THE NUMBER AND KIND OF MEDIA USED AND THE NUMBER OF CLAIMANTS;

3. AS RESPECTS "ADVERTISING INJURY", AN OFFENSE COMMITTED IN THE COURSE OF ADVERTISING YOUR GOODS, PRODUCTS AND SERVICES THAT RESULTS IN "ADVERTISING INJURY". ALL DAMAGES THAT ARISE FROM THE SAME OR RELATED INJURIOUS MATERIAL OR ACTS WILL BE CONSIDERED AS ARISING OUT OF ONE "OCCURRENCE", REGARDLESS OF THE FREQUENCY OR REPETITION THEREOF, THE NUMBER AND KIND OF MEDIA USED AND THE NUMBER OF CLAIMANTS.

C. "BODILY INJURY" MEANS PHYSICAL INJURY, SICKNESS, OR DISEASE, INCLUDING DEATH OF A PERSON. "BODILY INJURY" ALSO MEANS MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK IF DIRECTLY RESULTING FROM PHYSICAL INJURY, SICKNESS, OR DISEASE TO THAT PERSON.

D. "PROPERTY DAMAGE" MEANS:

1. PHYSICAL INJURY TO TANGIBLE PROPERTY, INCLUDING ALL RESULTING LOSS OF USE OF THAT PROPERTY. ALL SUCH LOSS OF USE WILL BE DEEMED TO OCCUR AT THE TIME OF THE PHYSICAL INJURY THAT CAUSED IT; OR

2. LOSS OF USE OF TANGIBLE PROPERTY THAT IS NOT PHYSICALLY INJURED. ALL SUCH LOSS WILL BE DEEMED TO OCCUR AT THE TIME OF THE "OCCURRENCE" THAT CAUSED IT.

E. "PERSONAL INJURY" MEANS INJURY, INCLUDING CONSEQUENTIAL "BODILY INJURY", THAT IS OTHER THAN "ADVERTISING INJURY" AND ARISES OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES DURING THE POLICY PERIOD:

1. FALSE ARREST, DETENTION, OR IMPRISONMENT;

2. MALICIOUS PROSECUTION;

3. THE WRONGFUL EVICTION FROM, WRONGFUL ENTRY INTO, OR INVASION OF THE RIGHT OF PRIVATE OCCUPANCY OF A ROOM, DWELLING OR PREMISES THAT A PERSON OCCUPIES, COMMITTED BY OR ON BEHALF OF ITS OWNER, LANDLORD OR LESSOR;

4. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS, OR SERVICES;

5. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY; OR

6. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK, IF DIRECTLY RESULTING FROM ITEMS E.1. THROUGH E.5. OF THIS DEFINITION.

F. "ADVERTISING INJURY" MEANS INJURY, INCLUDING CONSEQUENTIAL "BODILY INJURY," ARISING SOLELY OUT OF ADVERTISING ACTIVITIES OF ANY "INSURED" AS A RESULT OF ONE OR MORE OF THE FOLLOWING OFFENSES DURING THE POLICY PERIOD:

1. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS, OR SERVICES;

2. ORAL, WRITTEN, TELEVISED, VIDEOTAPED, OR ELECTRONIC PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY;

3. THE USE OF ANOTHER'S ADVERTISING IDEA IN YOUR "ADVERTISEMENT";

4. INFRINGING UPON ANOTHER'S COPYRIGHT, TRADE DRESS OR SLOGAN IN YOUR "ADVERTISEMENT"; OR

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK, IF DIRECTLY RESULTING FROM ITEMS F.1. THROUGH F.4. OF THIS DEFINITION.

G. "ADVERTISEMENT" MEANS A NOTICE THAT IS BROADCAST OR PUBLISHED TO THE GENERAL PUBLIC OR SPECIFIC MARKET SEGMENTS ABOUT YOUR GOODS, PRODUCTS OR SERVICES FOR THE PURPOSE OF ATTRACTING CUSTOMERS OR SUPPORTERS.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT SUMMARY

LISTED BELOW ARE THE TITLE AND NUMBER OF PAGES FOR EACH GENERAL ENDORSEMENT (TAU 9999 ED. 11/97) INCLUDED IN THIS POLICY AND LISTED IN THE FORMS AND ENDORSEMENTS SCHEDULE (TAU 9997 ED. 11/97):

1. AGGREGATE LIMITS ENDORSEMENT
2. AMENDMENT OF INSURING AGREEMENT-KNOWN INJURY OR DAMAGE AND DEFINITION OF "OCCURRENCE"
3. EXCLUSION-UNINSURED/UNDERINSURED MOTORISTS OR NO FAULT
4. RESIDENTIAL CONSTRUCTION EXCLUSION
5. ELECTRONIC DATA LIABILITY EXCLUSION
6. CONTRACTOR'S LIMITATION ENDORSEMENT (FORM B)
7. CROSS SUITS EXCLUSION
8. NAMED INSURED LIMITATION ENDORSEMENT
(ADDITIONAL INSURED LIMITATION)
9. PERFLUORINATED/POLYFLUORINATED SUBSTANCES (PFAS) EXCLUSION
10. EMPLOYERS LIABILITY LIMITATION ENDORSEMENT
11. INJURY TO TEMPORARY, VOLUNTEER, OR CASUAL WORKER EXCLUSION

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITATION ENDORSEMENT

SECTION II.B.2. IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

2. THE AGGREGATE LIMIT SHOWN IN ITEM 4. OF THE DECLARATIONS IS THE MOST WE WILL PAY ON YOUR BEHALF FOR ALL "LOSS" THAT IS SUBJECT TO AN AGGREGATE LIMIT PROVIDED BY THE FIRST UNDERLYING INSURANCE POLICY.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-UNINSURED/UNDERINSURED MOTORISTS OR NO FAULT

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. - EXCLUSIONS:

ANY "LOSS" ARISING OUT OF ANY OBLIGATION OF THE "INSURED" UNDER A NO FAULT, UNINSURED MOTORIST OR UNDERINSURED MOTORISTS LAW, OR ANY SIMILAR LAW, REGULATION OR ORDINANCE.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RESIDENTIAL CONSTRUCTION

THE FOLLOWING IS ADDED TO SECTION IV - EXCLUSIONS:

ANY AND ALL CLAIMS, INCLUDING DEFENSE EXPENSES, FOR ANY "LOSS" ARISING OUT OF, RELATED TO, CAUSED BY, OR ASSOCIATED WITH, IN WHOLE OR IN PART, ANY CONSTRUCTION OF RESIDENTIAL PROPERTIES, INCLUDING BUT NOT LIMITED TO SINGLE FAMILY DWELLINGS, DUPLEXES, MULTIPLE FAMILY DWELLINGS, APARTMENTS, CO-OPERATIVE HOUSING, TOWNHOMES OR CONDOMINIUMS FROM CONSTRUCTION ACTIVITIES, REGARDLESS OF WHEN THESE ACTIVITIES OCCURRED.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S LIMITATION ENDORSEMENT (FORM B)

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

I. A. ANY "LOSS" ASSUMED BY ANY INSURED UNDER ANY CONTRACT OR AGREEMENT;

B. ANY "LOSS" FOR PROPERTY DAMAGE ARISING OUT OF:

(1) BLASTING OR EXPLOSION OTHER THAN THE EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT; OR

(2) THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE TO (i) GRADING OF LAND, EXCAVATION, BURROWING, FILLING OR BACK-FILLING, TUNNELING, PILE DRIVING, COFFER-DAM WORK OR CAISSON WORK FOR (ii) MOVING, SHORING, UNDERPINNING, RAZING OR DEMOLITION OF ANY BUILDING OR STRUCTURE, OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF; OR

(3) INJURY TO OR DESTRUCTION OF WIRES, CONDUITS, PIPES, MAINS, SEWERS, TANKS, TUNNELS, ANY SIMILAR PROPERTY, AND ANY APPARATUS IN CONNECTION THEREWITH, BENEATH THE SURFACE OF THE GROUND OR WATER, CAUSED BY AND OCCURRING DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF GRADING LAND, PAVING, EXCAVATING, DRILLING, BURROWING, FILLING, BACK-FILLING, OR PILE DRIVING;

UNLESS SUCH "LOSS" IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING POLICIES, FOR THE FULL AMOUNT SHOWN THEREIN, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

II. ANY "LOSS" ARISING OUT OF:

A. ANY PROJECT INSURED UNDER A WRAP-UP OR ANY SIMILAR RATING PLAN;

B. JOINT VENTURE OR PARTNERSHIP OF WHICH THE INSURED IS A MEMBER OR PARTNER AND WHICH IS NOT DESIGNATED AS A NAMED INSURED IN THE DECLARATIONS PAGE OF THE FIRST UNDERLYING INSURANCE POLICY DESCRIBED IN ITEM 5. OF THE DECLARATIONS PAGE OF THIS POLICY;

C. THE RENDERING OF OR THE FAILURE TO RENDER ANY PROFESSIONAL SERVICES BY OR FOR THE INSURED, INCLUDING BUT NOT LIMITED TO:

(1) THE PREPARING, APPROVING, OR FAILING TO PREPARE OR APPROVE, MAPS, SHOP DRAWINGS, OPINIONS, REPORTS, SURVEYS, FIELD ORDERS, CHANGE ORDERS OR DRAWINGS AND SPECIFICATIONS; AND

(2) SUPERVISORY, INSPECTION, ARCHITECTURAL OR ENGINEERING ACTIVITIES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERFLUORINATED/POLYFLUORINATED SUBSTANCES (PFAS) EXCLUSION

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV-EXCLUSIONS OF THE EXCESS LIABILITY COVERAGE FORM:

ANY "LOSS," LIABILITY, INJURY, DAMAGE, COST, OR EXPENSE, OF ANY NATURE, WHICH WOULD NOT HAVE OCCURRED, IN WHOLE OR IN PART, BUT FOR THE ACTUAL, ALLEGED, THREATENED, OR SUSPECTED INHALATION OR INGESTION OF, EXPOSURE TO, CONTACT WITH, USE OF, EXISTENCE OF, OR PRESENCE OF, ANY "PFAS."

ANY "LOSS," LIABILITY, INJURY, DAMAGE, COST, OR EXPENSE, ARISING OUT OF THE ABATING, TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXIFYING, NEUTRALIZING, REMEDIATING OR DISPOSING OF, OR IN ANY WAY RESPONDING TO OR ASSESSING THE EFFECTS OF, ANY "PFAS."

THIS EXCLUSION APPLIES REGARDLESS OF:

(A) THE CIRCUMSTANCES OF OR LEADING TO SUCH ACTUAL, ALLEGED, THREATENED, OR SUSPECTED INHALATION, INGESTION, EXPOSURE, CONTACT, EXISTENCE, OR PRESENCE; AND

(B) WHETHER THE "PFAS" IS MIXED OR COMBINED WITH, OR ALSO INCLUDES OR CONTAINS, ANY OTHER SUBSTANCE.

WE SHALL HAVE NO DUTY OR OBLIGATION UNDER THIS INSURANCE TO DEFEND, RESPOND TO, INVESTIGATE, OR INDEMNIFY ANY INSURED AGAINST ANY "LOSS", CLAIM, SUIT, OR OTHER PROCEEDING ALLEGING DAMAGES TO WHICH THIS EXCLUSION APPLIES. THIS EXCLUSION ALSO APPLIES TO ANY OBLIGATION TO DEFEND, TO SHARE DAMAGES WITH, REPAY, OR INDEMNIFY ANYONE ELSE FROM WHOM DAMAGES ARE SOUGHT.

AS USED IN THIS EXCLUSION, "PFAS" MEANS ANY OF A CLASS OF PERFLUORINATED OR POLYFLUORINATED CHEMICAL COMPOUNDS CHARACTERIZED BY A CARBON CHAIN WITH MULTIPLE CARBON-FLUORINE BONDS, AND ANY PRECURSOR, SALT, ACID, BY-PRODUCT, BREAKDOWN PRODUCT, OR DERIVATIVE OF ANY SUCH COMPOUND, IN ANY FORM AND FROM ANY SOURCE. EXAMPLES OF "PFAS" INCLUDE, BUT ARE NOT LIMITED TO, PERFLUOROOCTANOIC ACID, PERFLUOROCTANATE, PERFLUOROOCTANE SULPHONATES, PERFLUORINATED CARBOXYLATES, PERFLUOROALKYLATES, PERFLUOROALKYL CARBOXYLATES, PERFLUOROALKYL SULPHONATES, PERFLUOROOCTANE SULFONYLFLUORIDE, PERFLUOROALKYLETHYLATES, FLUOROTELOMER ALCOHOLS, AND PERFLUORINATED ACIDS.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY LIMITATION ENDORSEMENT

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

ANY LOSS FOR "BODILY INJURY" TO:

A. ANY EMPLOYEE OF ANY INSURED ARISING OUT OF AND IN THE COURSE OF:

- (1) EMPLOYMENT BY ANY INSURED; OR
- (2) PERFORMING DUTIES RELATED TO THE CONDUCT OF ANY INSURED BUSINESS; OR

B. THE SPOUSE, CHILD, PARENT, BROTHER, OR SISTER OF THAT EMPLOYEE AS A CONSEQUENCE OF PARAGRAPH A. ABOVE.

THIS EXCLUSION APPLIES:

- 1. WHETHER ANY INSURED MAY BE LIABLE AS AN EMPLOYER OR IN ANY OTHER CAPACITY; AND
- 2. TO ANY OBLIGATION TO SHARE DAMAGES WITH OR REPAY SOMEONE ELSE WHO MUST PAY DAMAGES BECAUSE OF THE "BODILY INJURY".

FURTHERMORE, THIS EXCLUSION SHALL APPLY EXCEPT TO THE EXTENT THAT:

- (1) A "LOSS" ARISING FROM PARAGRAPHS A. AND B. ABOVE IS ASSUMED BY THE INSURED UNDER AN INSURED CONTRACT AND SUCH INSURANCE IS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS OF THIS POLICY; OR
- (2) EMPLOYERS LIABILITY COVERAGE IS PROVIDED FOR PARAGRAPHS A. AND B. ABOVE BY THE POLICY NUMBER(S) DESCRIBED IN SCHEDULE A BELOW, AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY.

SCHEDULE A

CARRIER NAME: BITCO GENERAL INSURANCE COMPANY
POLICY NUMBER: WC 3726115

AS USED IN THIS ENDORSEMENT, THE TERM "BODILY INJURY" MEANS PHYSICAL INJURY, SICKNESS, OR DISEASE, INCLUDING DEATH OF A PERSON. "BODILY INJURY" ALSO MEANS MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK IF DIRECTLY RESULTING FROM PHYSICAL INJURY, SICKNESS, OR DISEASE TO THAT PERSON.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INJURY TO TEMPORARY, VOLUNTEER, OR CASUAL WORKER EXCLUSION

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. EXCLUSIONS:

ANY "LOSS" BASED UPON, ARISING OUT OF OR IN ANY WAY RELATED TO "BODILY INJURY" TO ANY:

1. "TEMPORARY WORKER"
2. "VOLUNTEER WORKER"
3. "CASUAL WORKER"; OR
4. THE SPOUSE, CHILD, PARENT, BROTHER, SISTER OR REGISTERED DOMESTIC PARTNER OF THAT WORKER AS A CONSEQUENCE OF 1., 2., OR 3. ABOVE

THIS EXCLUSION APPLIES:

1. WHETHER ANY INSURED MAY BE LIABLE AS AN EMPLOYER OR IN ANY OTHER CAPACITY; AND
2. TO ANY OBLIGATION TO SHARE DAMAGES WITH OR REPAY SOMEONE ELSE WHO MUST PAY DAMAGES BECAUSE OF THE INJURY.

AS USED IN THIS ENDORSEMENT, "TEMPORARY WORKER" MEANS A PERSON WHO IS FURNISHED TO ANY INSURED TO SUBSTITUTE FOR A PERMANENT EMPLOYEE ON LEAVE OR TO MEET SEASONAL OR SHORT-TERM WORKLOAD CONDITIONS; HOWEVER, "TEMPORARY WORKER" DOES NOT INCLUDE A PERSON WHO IS FURNISHED TO ANY INSURED BY A LABOR UNION TO SUBSTITUTE FOR A PERMANENT EMPLOYEE ON LEAVE OR TO MEET SEASONAL OR SHORT-TERM WORKLOAD CONDITIONS.

AS USED IN THIS ENDORSEMENT, "VOLUNTEER WORKER" MEANS A PERSON WHO IS NOT YOUR EMPLOYEE AND WHO DONATES HIS OR HER WORK AND ACTS AT THE DIRECTION OF AND WITHIN THE SCOPE OF DUTIES DETERMINED BY YOU, AND IS NOT PAID A FEE, SALARY OR OTHER COMPENSATION BY YOU OR ANYONE ELSE FOR THEIR WORK PERFORMED FOR YOU.

AS USED IN THIS ENDORSEMENT, "CASUAL WORKER" MEANS:

1. A PERSON, OTHER THAN A PERSON FURNISHED TO YOU BY A LABOR UNION, WHO ACTS AT THE DIRECTION OF AND WITHIN THE SCOPE OF DUTIES DETERMINED BY ANY INSURED, AND IS EMPLOYED BY ANY INSURED FOR A SHORT TIME AND FOR A LIMITED AND TEMPORARY PURPOSE; OR
2. A PERSON FOR WHOM ANY INSURED, OR LABOR LEASING FIRM ACTING ON BEHALF OF ANY INSURED, DOES NOT WITHHOLD FEDERAL INCOME TAXES AND PAY FEDERAL UNEMPLOYMENT TAX.

AS USED IN THIS ENDORSEMENT, THE TERM "BODILY INJURY" MEANS PHYSICAL INJURY, SICKNESS, OR DISEASE, INCLUDING DEATH OF A PERSON. "BODILY INJURY" ALSO MEANS MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK IF DIRECTLY RESULTING FROM PHYSICAL INJURY, SICKNESS, OR DISEASE TO THAT PERSON.

WE SHALL HAVE NO DUTY TO INVESTIGATE, DEFEND OR INDEMNIFY ANY INSURED AGAINST ANY LOSS, CLAIM, SUIT, DEMAND, FINE OR OTHER PROCEEDING ALLEGING INJURY OR DAMAGES OF ANY KIND, TO INCLUDE BUT NOT TO BE LIMITED TO "BODILY INJURY" TO WHICH THIS ENDORSEMENT APPLIES.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.