

Agreement No. _____

AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

Hardy & Harper Inc.

For the

Auto Center Drive Pavement Rehabilitation

CIP PROJECT NO. Z10059

This Agreement for Public Works Construction ("Agreement") is made and entered into as of February 28, 2023 by and between the City of Lake Elsinore, a municipal corporation ("City") and Hardy & Harper Inc a Corporation ("Contractor").

The City and Contractor, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Project and Project Documents. Contractor agrees to construct the following public improvements ("work") identified as:

Auto Center Drive Pavement Rehabilitation Project (the "Project")

The City-approved plans for the construction of the Project, which are incorporated herein by reference and prepared by City of Lake Elsinore, are identified as:

Auto Center Drive Pavement Rehabilitation Project

The Project Documents include this Agreement and all of the following: (1) the Notice Inviting Bids, Instructions to Bidders, Bid Documents including Bidder's Proposal as submitted by the Contractor, Contract Documents, General Specifications, Special Provisions, and all attachments and appendices; (2) everything referenced in such documents, such as specifications, details, standard plans or drawings and appendices, including all applicable State and Federal requirements; (3) all required bonds, insurance certificates, permits, notices, and affidavits; and (4) any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure completion in an acceptable manner. All of the provisions of the above-listed documents are made a part of this Agreement as though fully set forth herein.

2. Compensation.

a. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to construct the Project, including furnishing all materials and performing all work required for the Project, and to fulfill all other obligations as set forth in the Bidder's Proposal, such contract price being Eight Hundred Forty Five Thousand and 00/100 dollars (\$845,000.00).

b. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Project Documents.

c. Contractor agrees to receive and accept the prices set forth in the Bidder's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Project Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

3. Completion of Work.

a. Contractor shall perform and complete all work within **Forty (40)** working days from the date of commencement specified in the Notice to Proceed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project.

b. All work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project.

c. Contractor shall not be excused with respect to the failure to so comply by any act or omission of the City, the City Engineer, a City inspector, or a representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the City within three (3) working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

d. City and Contractor recognize that time is of the essence in the performance of this Agreement and further agree that if the work called for under the Agreement is not completed within the time hereinabove specified, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay. It is, therefore, agreed that such damages shall be presumed to be in the amount of **One Thousand dollars (\$1,000.00)** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, such amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by any changes to the work.

4. Changes to Work. City and Contractor agree that the City may make changes to the work, or suspend the work, and no matter how many changes, such changes or suspensions are within the contemplation of the Contractor and City and will not be a basis for a compensable delay claim against the City nor be the basis for a liquidated damage claim against the Contractor.

Any change to the work shall be by way of a written instrument ("change order") signed by the City and the Contractor, stating their agreement to the following:

- a. The scope of the change in the work;
- b. The amount of the adjustment to the contract price; and
- c. The extent of the adjustment to the Schedule of Performance.

The City Engineer is authorized to sign any change order provided that sufficient contingency funds are available in the City's approved budget for the Project. All change in the work authorized by the change order shall be performed under the applicable conditions of the Project Documents. City and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

5. Bonds. Contractor shall provide, before commencing work, a Faithful Performance Bond and a Labor and Material Bond, each for one-hundred percent (100%) of the contract price in the form that complies with the Project Documents and is satisfactory to the City Attorney.

6. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

7. Licenses. Contractor represents and warrants to City that it holds the contractor's license or licenses set forth in the Project Documents, is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, and holds such other licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

8. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, the County and Board Supervisors, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to

property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. Commercial General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Builder's Risk Coverage. Prior to the commencement of any construction of the Project, Design-Builder shall obtain (or cause to be obtained) and keep in force during the term of any construction, builder's risk insurance insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood).

b. Endorsements. Each general commercial liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of

performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

10. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
 Attn: City Manager
 130 South Main Street
 Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
 Attn: City Clerk
 130 South Main Street
 Lake Elsinore, CA 92530

If to Contractor: Hardy & Harper Inc.
 Attn: Michael Murray
 32 Rancho Circle
 Lake Forest, CA 92630

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

12. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

13. Assignment and Subcontracting. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties for obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

14. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

15. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

17. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

19. Authority to Enter Agreement and Administration. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement. The City Engineer shall act as the Project administrator on behalf of the City.

20. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

22. Prevailing Wages.

a. Contractor and all subcontractors shall adhere to the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Labor Code Sections 1770, 1773, and 1773.2. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Lake Elsinore and are available for review upon request.

b. Contractor's attention is directed to the provisions of Labor Code Sections 1774, 1775, 1776, 1777.5 and 1777.6. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and the hours laws will be enforced.

c. Labor Code Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Labor Code Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. The statutory penalties for failure to pay prevailing wages will be enforced. If the Project has been awarded to Contractor on or after April 1, 2015, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner. Beginning January 1, 2016, Contractor and its subcontractors must furnish electronic certified payroll records to the Labor Commissioner without regard to when the Project was awarded to Contractor.

d. Labor Code Section 1777.5 requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Agreement. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Labor Code Section 1777.6 provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

e. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810.

23. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

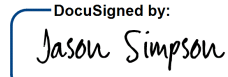
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

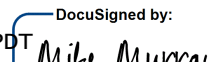
“CITY”

CITY OF LAKE ELSINORE, a municipal corporation


“CONTRACTOR”

Hardy & Harper Inc., a Corporation

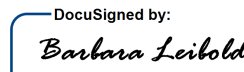
DocuSigned by:

4/18/2023 | 5:49 PM PDT
City Manager

DocuSigned by:

4/18/2023 | 8:58 AM PDT
By: Michael Murray
Its: Vice-President

ATTEST:

DocuSigned by:

4/19/2023 | 8:27 AM PDT
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

4/16/2023 | 1:21 PM PDT
City Attorney

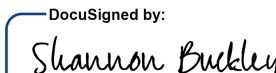
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4/10/2023 | 12:40 PM PDT
Assistant City Manager

EXHIBIT A

CONTRACTOR'S PROPOSAL

[ATTACHED]

CITY OF LAKE ELSINORE
CALIFORNIA

**CONTRACT DOCUMENTS, SPECIFICATIONS AND PLANS FOR
AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT**

CIP PROJECT NO. Z10059



**BID OPENING DATE
FEBRUARY 28, 2023**

Approved: *Fernando Habila*
City Engineer

Proposals will be received through the City's electronic bid management system PlanetBids,
until **2:00 p.m., February 28, 2023**

SECTION C
BID DOCUMENTS

BIDDER'S PROPOSAL**AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT
CIP PROJECT NO. Z10059****Company:** Hardy & Harper, Inc.

Honorable Mayor, Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of bid proposals by the City of Lake Elsinore for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

Time of Completion: **Forty (40) Working Days from Issuance of Notice to Proceed (NTP) by City to Contractor.**

Project Note: **Auto Center Drive paving operations to occur at night between 9PM and 5AM**

1. BID SCHEDULE -BASE BID PAVEMENT REHABILITATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	50,000.00	50,000.00
2	STORM WATER & NONSTORM WATER POLLUTION CONTROL	LS	1	7,000.00	7,000.00
3	TRAFFIC CONTROL	LS	1	71,614.00	71,614.00
4	2" OVERLAY	TON	3200	100.00	320,000.00
5	2" GRIND- AC REMOVAL	CY	11650	36.00	54,720.00
6	4" AC OVER COMPACTED SOIL AT STREET WIDENINGS	TON	120	150.00	18,000.00
7	REGRADE & COMPACT SOIL 12" DEEP TO 95% AT WIDENING AREAS	CY	175	40.00	7,000.00
8	REMOVE AND DISPOSE SOIL/GRAVEL TO 4" DEPTH AT STREET WIDENING AREA.	CY	60	200.00	12,000.00
9	CRACK REPAIR SUBSEQUENT TO GRINDING	LS	1	12,000.00	12,000.00
10	SAWCUT AC FOR STREET WIDENING	LF	1500	1.75	2,625.00
11	PROTECT AND ADJUST MANHOLE/SEWER CLEANOUT DURING GRIND & OVERLAY	EA	24	1,300.00	31,200.00
12	PROTECT AND ADJUST WATER VALVE DURING GRIND & OVERLAY	EA	50	200.00	10,000.00
13	SAWCUT, REMOVE AND DISPOSE OF EXIST BERM	LF	375	2.00	750.00
14	REMOVE AND REPLACE TRAFFIC LOOP	EA	12	600.00	7,200.00
15	INSTALL ASPHALT CURB DIKE PER CALTRANS STD. A87B, TYPE A	LF	945	12.00	11,340.00
16	INSTALL ASPHALT TRAVERSIBLE DIKE PER CALTRANS STD. A87B, TYPE D, BACKFILL DETAIL F	LF	1050	12.00	12,600.00

CITY OF LAKE ELSINORE
CIP Project No. Z10059

18	CONSTRUCT TRAVERSIBLE TO CURB TRANSITION	LF	15	12.00	180.00
19	CONSTRUCT 4" ASPHALT DRAINAGE APRON OVER 95% COMPACTED MATERIAL	SF	625	8.00	5,000.00
20	INSTALL BLUE REFLECTORIZED RAISED PAVEMENT MARKER (RPM)	EA	14	10.00	140.00
21	MICRO MILL 1/2"-3/4" TO REMOVE AND DISPOSE ALL AC ON BRIDGE DECK PER CALTRANS SPECIFICATIONS.	SF	7400	5.00	37,000.00
22	CONSTRUCT METHACRYLATE RESIN BRIDGE DECK TREATMENT PER CALTRANS SPECIFICATIONS.	SF	7400	2.25	16,650.00
23	CONSTRUCT 1" THICK MIN. POLYESTER POLYMER CONCRETE OVERLAY ON BRIDGE DECK PER CALTRANS SPECIFICATIONS. (7400 SF)	SF	7400	18.00	133,200.00
24	THERMOPLASTIC WHITE PAVEMENT MARKINGS - CALTRANS STD A24A FOR ARROWS, A24C FOR SYMBOLS AND A24D FOR WORDS	SF	450	8.50	3,825.00
25	INSTALL 6" WHITE THERMOPLASTIC LANE LINE PER CALTRANS STD A20A, DETAIL 9	LF	1900	0.40	760.00
26	THERMOPLASTIC 8" CHANNELIZING LINE PER CALTRANS STD. A20D, DETAIL 38	LF	750	2.50	1,875.00
27	THERMOPLASTIC 6" WHITE LANE DROP LINE PER CALTRANS STD. A20C, DETAIL 37B	LF	580	0.70	406.00
28	THERMOPLASTIC 6"/6" B YELLOW TWO-WAY LEFT TURN STRIPING PER CALTRANS STD A20B, DETAIL 32	LF	510	4.50	2,295.00
29	THERMOPLASTIC 6"/6" DOUBLE YELLOW STRIPING PER CALTRANS STD A20A, DETAIL 22	LF	3300	2.00	6,600.00
30	INSTALL 12" WHITE THERMOPLASTIC LIMIT LINE PER CALTRANS STD A24G	LF	90	4.50	405.00
31	INSTALL 6" SOLID THERMOPLASTIC WHITE STRIPE WITH TYPE G MARKERS AT EACH END	LF	250	1.00	250.00
32	INSTALL WHITE THERMOPLASTIC BASIC CROSSWALK PER CALTRANS STD. A24F	LF	870	4.50	3,915.00
33	INSTALL WHITE THERMOPLASTIC RIGHT EDGELINE PER CALTRANS STD A20B, DETAIL 27B	LF	2600	0.70	1,820.00
34	THERMOPLASTIC 6"/6" B DOUBLE YELLOW MEDIAN STRIPING PER CALTRANS STD A20B, DETAIL 29	LF	892	2.50	2,230.00
35	INSTALL W3-3 "SIGNAL AHEAD" SIGN COMPLETE WITH POST	EA	1	400.00	400.00
SUBTOTAL				845,000.00	

CITY OF LAKE ELSINORE
CIP Project No. Z10059

**TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR
AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT**

\$ 845,000.00

Total Bid Price in Numbers

\$ Eight hundred forty-five thousand dollars.

Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Note:

Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) and final pay (F) quantities.
(S) denotes a specialty item. The Bid Price shall include, but not be limited to, sales tax and all other applicable taxes and fees.

All work described on the plans and in the specifications and other incidentals necessary to complete the project shall be paid under items above. No additional payments will be allowed.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.**

The undersigned agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Lake Elsinore.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Hardy & Harper, Inc.ContractorDate: February 20, 2023By: Michael Murray, Vice PresidentContractor's State License No.: 215952Class: A, C-8 & C12Department of Industrial Relations Registration No: 100000076Registration Date: 7/1/2014Expiration Date: 6/30/2023Address: 32 Rancho Circle, Lake Forest, CA 92630Phone: 714-444-1851FAX: 714-444-2801

ACKNOWLEDGMENT OF ADDENDA RECEIVED
AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT
CIP PROJECT NO. Z10059

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 X
Addendum No. 2
Addendum No. 3
Addendum No. 4

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

Michael Murray

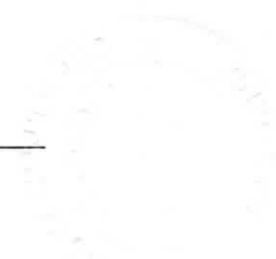
Print Name

February 20, 2023

Date

Vice President

Title



CITY OF LAKE ELSINORE
CIP Project No. Z10059**NON-COLLUSION AFFIDAVIT****AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT****CIP PROJECT NO. Z10059**STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)(NAME) Michael Murray
affiant being first duly sworn, deposes and says:That he or she is Vice President of
(sole owner, partner or other proper title)

Hardy & Harper, Inc. the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and 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; that 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, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Address: 32 Rancho Circle, Lake Forest, CA 92630Telephone No.: 714-444-1851Print Name: Michael Murray, Vice PresidentSignature: Title: Michael Murray, Vice PresidentDate: February 20, 2023**SIGNING INSTRUCTIONS TO THE CONTRACTOR**

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page. If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.

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)

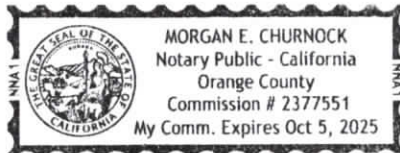
On February 21, 2023 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officer

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: _____

CITY OF LAKE ELSINORE
CIP Project No. Z10059

BOND NO. CSBA-23124

BIDDER'S BOND

AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT

CIP PROJECT NO. Z10059

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we Hardy & Harper, Inc., as PRINCIPAL,

hereinafter referred to as "Contractor", and Fidelity and Deposit Company of Maryland
a duly authorized corporate as "Surety," are held and firmly bound unto the City of Lake Elsinore in
the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Contractor
above named, submitted by said Contractor to the City of Lake Elsinore for the work for said project
entitled above, for the payment of which sum in lawful money of the United States, well and truly to
be made, to the City of Lake Elsinore to which said bid was submitted, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents. In no case
shall the liability of the surety hereunder exceed the amount of Ten Percent (10%) of the Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Lake Elsinore
as aforesaid for the work for said project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time and
manner required under the Contract documents, after the prescribed forms are presented to him or
her for signature, enters into a written Agreement in the prescribed form and in accordance with
the Contract documents, and files two bonds with the City of Lake Elsinore, one to guarantee
faithful performance and the other to guarantee payment for labor and materials, in accordance
with said Contract documents, and as required by law, and files the required insurance
certificate(s) in accordance with said Contract documents, then this obligation shall be null and
void; otherwise, it shall be and remain in full force and effect until execution of the Agreement or
forfeiture pursuant to the Provisions of Sections 20172 and 20174 of the Public Contract Code.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall
pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the
court.

(SIGNATURE PAGE FOLLOWS)

CITY OF LAKE ELSINORE
CIP Project No. Z10059

BIDDER'S BOND SIGNATURE PAGE
AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT
CIP PROJECT NO. Z10059

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this 21st day of February, 2023

BIDDER:

Contractor Name: Hardy & Harper, Inc.

Address: 32 Rancho Circle

Lake Forest, CA 92630

Telephone No.: (714) 444-1851

CORPORATE SURETY:

Company Name: Fidelity and Deposit Company of Maryland

Address: 777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017

Telephone No.: (213) 270-0600

Print Name: Michael Murray

Title: Vice President

Signature: 

Date: February 22, 2023

Print Name: Dwight Reilly

Title: Attorney-in-Fact

Signature: 

Date: February 21st, 2023

SIGNING INSTRUCTIONS TO THE CONTRACTOR

Bidder's Bond must be accompanied by notary certificates for EACH signature. Note the description of the document on the notary certificate. Attach BOTH notary certificates immediately following this page.

Corporate Seal may be affixed hereto.

The attorney-in-fact for corporate surety must be registered, as such, in at least one county in the State of California. Attach one original Power of Attorney immediately following the notary certificates.

If the Bidder fails to properly sign or omits the required signatures, the bid will be considered non-responsive and will be rejected.

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)

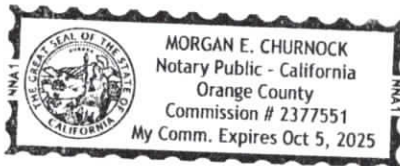
On February 22, 2023 before me, Morgan E. Churnock, Notary Public,
Date Here Insert Name and Title of the Officer

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: _____

CALIFORNIA ALL-PURPOSE 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 February 21st, 2023 before me, Melissa Ann Vaccaro, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Dwight Reilly
Name(s) of Signer(s)



Place Notary Seal Above

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
Signature of Notary Public Melissa Ann Vaccaro

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: February 21st, 2023 Number of Pages: Two (2)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

Fidelity and Deposit Company of Maryland

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing:

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, 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 10th day of November, A.D. 2022.



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 10th day of November, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn

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

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

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 21st day of February, 2023.



MJ Pethick

By: Mary Jean Pethick
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
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

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

CITY OF LAKE ELSINORE
CIP Project No. Z10059**LIST OF SUBCONTRACTORS****AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT****CIP PROJECT NO. Z10059**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: AC Dike Co.License Number: 407417Address of Office, Mill or Shop: Lincoln, CASpecific Description of Sub-Contract: and Bid Items of Work: AC DikeName Under Which Subcontractor is Licensed: All American AsphaltLicense Number: 2167073Address of Office, Mill or Shop: Corona, CASpecific Description of Sub-Contract: and Bid Items of Work: Cold MillName Under Which Subcontractor is Licensed: MD Rubberized CrackfillLicense Number: 986686Address of Office, Mill or Shop: Lake Forest, CASpecific Description of Sub-Contract: and Bid Items of Work: Crack SealName Under Which Subcontractor is Licensed: Smithson ElectricLicense Number: 614518Address of Office, Mill or Shop: Orange, CASpecific Description of Sub-Contract: and Bid Items of Work: Loops

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.

CITY OF LAKE ELSINORE
CIP Project No. Z10059**LIST OF SUBCONTRACTORS****AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT****CIP PROJECT NO. Z10059**

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: CL SurveyingLicense Number: LS8231Address of Office, Mill or Shop: Corona, CASpecific Description of Sub-Contract: and Bid Items of Work: SurveyName Under Which Subcontractor is Licensed: J+S StripingLicense Number: 538211Address of Office, Mill or Shop: Ontario, CASpecific Description of Sub-Contract: and Bid Items of Work: StripingName Under Which Subcontractor is Licensed: Peterson Chase General Eng.License Number: 615876Address of Office, Mill or Shop: Irvine, CASpecific Description of Sub-Contract: and Bid Items of Work: Bridge Work

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: and Bid Items of Work: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES
AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT
CIP PROJECT NO. Z10059

Failure to demonstrate adequate experience may result in rejection of the bid.
For all public agency projects with a similar scope of work which you have worked on (or are currently working on) in the past two (2) years, provide the following required information:

1. Name (Firm/Agency) County of Riverside
Address 3525 14th Street, Riverside, CA 92501
Project Title Ramon Road Resurfacing & Trinity Circle Drainage Improvements
Project Location Thousand Palms, CA
Type of Work Cold Plane, PCC, HMA, Signage, Striping & Marking
Project Manager Contact Hector Davila Phone (951) 955-6780
Dated Completed November 2022 Contract Amount \$1,826,000.00
2. Name (Firm/Agency) City of Downey
Address 11111 Brookshire Avenue, Downey, CA 90241
Project Title Residential Street Pavement Rehabilitation Project, Area 1
Project Location Downey, CA
Type of Work Crack Seal, Slurry Seal, HMA, ARHM, Cold Mill, PCC, Loops, Striping
Project Manager Contact Desi Gutierrez Phone (562)904-7110
Dated Completed June 2022 Contract Amount \$2,875,000.00
3. Name (Firm/Agency) City of San Fernando
Address 117 Macneil Street, San Fernando, CA 91340
Project Title Pico Street Improvement Project
Project Location San Fernando, CA
Type of Work PCC, Cold Mill, HMA, ARHM, Loops, Striping & Marking
Project Manager Contact Manuel Fabian Phone (818) 898-1243
Dated Completed May 2022 Contract Amount \$465,000.00

CITY OF LAKE ELSINORE
CIP Project No. Z10059

List any other projects (private, older than three (3) years, etc.) that may represent qualifying or similar experience:

4. Name (Firm/Agency) City of Indian Wells
Address 44-950 Eldorado Drive, Indian Wells, CA 92210
Project Title Priority 1 FAMD Road Rehabilitation
Project Location Indian Wells, CA
Type of Work Cold Mill, Utility Adjusting, AC Paving, Striping & Marking
Project Manager Contact Jill Moon Phone (760) 346-2489
Dated Completed November 2021 Contract Amount \$711,000.00
5. Name (Firm/Agency) City of Lake Elsinore
Address 130 S. Main Street, Lake Elsinore, CA 92530
Project Title The Avenues Pavement Rehabilitation SB-1 Project
Project Location Lake Elsinore, CA
Type of Work Slurry Seal, Grinding, Paving, AC Dike, PCC, Utility Adjusting, Striping
Project Manager Contact Carlos Norvani Phone (951) 674-3124
Dated Completed October 2021 Contract Amount \$1,199,000.00
6. Name (Firm/Agency) City of Oxnard
Address 300 West Third Street, Oxnard, CA 93030
Project Title Thin Maintenance Overlay Project Phase II (Rebid 2)
Project Location Oxnard, CA
Type of Work Cold Mill, HMA, ARHM, Crack Seal, PCC, Striping & Marking
Project Manager Contact Renee Hatcher Phone (805) 385-3280
Dated Completed November 2020 Contract Amount \$6,550,000.00

CITY OF LAKE ELSINORE
CIP Project No. Z10059

CONTRACTOR INFORMATION

AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT

CIP PROJECT NO. Z10059

Contractor's License No.: 215952 Class: A, C-8 & C12

a. Date first obtained: 3/13/1963 Expiration 12/31/2023

b. Has Bidder's License ever been suspended or revoked? No

If yes, describe when and why: N/A

c. Any current claims against License or Bond? No

If yes, describe claims: N/A

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Daniel Maas</u>	<u>President</u>	<u>215952</u>
<u>Michael Murray</u>	<u>Vice President</u>	<u>215952</u>
<u>Tanner Hambright</u>	<u>Vice President</u>	<u>215952</u>
<u>Kristen Paulino</u>	<u>Corporate Secretary</u>	<u>215952</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

CITY OF LAKE ELSINORE
CIP Project No. Z10059

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT

CIP PROJECT NO. Z10059

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

YES / ☒ NO (circle one)

Federal / State / Local (circle one)

If "YES," identify and describe, (including agency and status): N/A

Have the penalties been paid? YES / NO (circle one) N/A

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

YES / ☒ NO (circle one)

Code/Laws: N/A

Section/Article: N/A

If "yes," identify and describe, (including agency and status): N/A

3. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years?

YES / ☒ NO (circle one)

If "yes," please explain: N/A

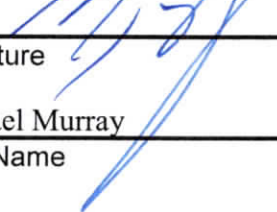
4. Has Bidder been cited more than twice for failure to pay prevailing wages in the last five (5) years?

YES / ☒ NO (circle one)

If "yes," please explain: N/A

CITY OF LAKE ELSINORE
CIP Project No. Z10059

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature
portion thereof shall also constitute signature of this Certification.

 _____ Signature	February 20, 2023 _____ Date
Michael Murray _____ Print Name	Vice President _____ Title
Hardy & Harper, Inc. _____ Contractor Name	

CITY OF LAKE ELSINORE
CIP Project No. Z10059

DISQUALIFICATION OR DEBARMENT
AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT

CIP PROJECT NO. Z10059

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation?

YES / (NO) (circle one)

If yes, provide the following information (if more than once, use separate sheets):

Date: N/A Entity: N/A

Location: N/A

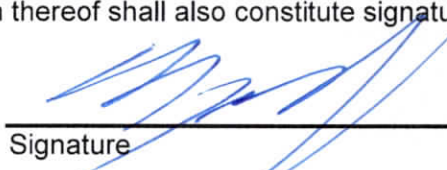
Reason: N/A

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity?

YES / NO (circle one) N/A

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.


Signature

February 20, 2023

Date

Michael Murray

Print Name

Vice President

Title

Hardy & Harper, Inc.

Contractor Name

CITY OF LAKE ELSINORE
CIP Project No. Z10059

If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.

UTILITY AGREEMENT

AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT

CIP PROJECT NO. Z10059

**HONORABLE MAYOR AND CITY COUNCIL
CITY OF LAKE ELSINORE, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in this contract for Project No. Z10059, AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT, (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary, primary or transmission facilities. The term "Qualified person" is defined in Title 8, California Administrative code, Section 2700, as follows:

Qualified Person: A person who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.



Signature
By: Michael Murray

Name

Vice President

Title

Hardy & Harper, Inc.

Contractor Name

CITY OF LAKE ELSINORE
CIP Project No. Z10059

PUBLIC CONTRACT CODE

**AUTO CENTER DRIVE PAVEMENT REHABILITATION PROJECT
CIP PROJECT NO. Z10059**

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, State. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes___ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediate preceding two-year period because of the Contractor's failure to comply with an order of federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature	February 20, 2023
<u>Michael Murray</u>	Date
Print Name	Vice President
<u>Hardy & Harper, Inc.</u>	Title
Contractor Name	

**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 14, 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

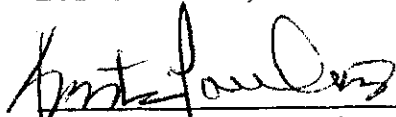
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations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

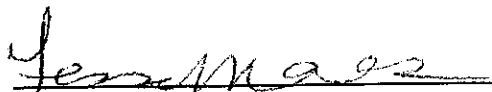
DATED: January 4, 2020 *hsl*



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 **12/31/2023**

www.cslb.ca.gov



6/23/22, 7:33 AM

Registrations

Contractor Information

Legal Entity Name
HARDY & HARPER, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000076
Registration effective date
07/01/22
Registration expiration date
06/30/23
Mailing Address
32 Rancho Circle Lake Forest 92630 CA United Stat...
Physical Address
32 Rancho Circle Lake Forest 92630 CA United Stat...
Email Address
cicamen@hardyandharper.com
Trade Name/DBA
License Number (s)
CSLB:215952
CSLB:215952

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
05/09/17	06/30/18
06/08/16	06/30/17
06/19/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
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:

Agency for Service:
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
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name: HARDY & HARPER, INC.
Insurance Carrier: OLD REPUBLIC GENERAL INSURANCE CORP
Policy Number: A1CWA0013900
Inception date: 04/15/22
Expiration Date: 04/15/23

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: HARDY & HARPER, INC.
Business Location: 32 RANCHO CIR
LAKE FOREST, CA 92630-8325
Owner Name(s): DAN MAAS

CITY OF LAKE ELSINORE

Administrative Services - Licensing
130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 022230
Business Type: GENERAL ENGINEERING CONTRACTOR

Issue Date: 7/1/2022 **Expiration Date:** 6/30/2023

HARDY & HARPER, INC.
32 RANCHO CIR
LAKE FOREST, CA 92630-8325

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE



HARDY&HARP

JEANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2023

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 The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine, CA 92614	CONTACT NAME: PHONE (A/C, No, Ext): (949) 553-9800		FAX (A/C, No): (949) 553-0670
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Republic General Insurance Corporation		24139
	INSURER B : Great American E&S Insurance Company		37532
	INSURER C : INSURER D : INSURER E : INSURER F :		

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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:	X	X	A1CGA0013900	4/15/2022	4/15/2023	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	A1CAA0013900	4/15/2022	4/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	A1CWA0013900	4/15/2022	4/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof. Liability			PCM E502853 02	10/1/2021	4/15/2023	Occurrence \$ 1,000,000
B	Prof. Liability			PCM E502853 02	10/1/2021	4/15/2023	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: H&H Job #23535; City of Lake Elsinore Job #Z10096; Auto Center Drive Pavement Rehabilitation. glaipwv/auaiwv/wcww

City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements.

This insurance shall apply as Primary and Non-Contributory per attached endorsement.

Waiver of Subrogation for General Liability, Auto Liability and Workers' Compensation: See Attached Endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

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



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED Hardy & Harper, Inc. 32 Rancho Circle Lake Forest, CA 92630
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	
		EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:
*Except 10 days notice of Cancellation for non-payment of premium.
Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

POLICY NUMBER: A-1CA-A00139-00

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following: AUTO

DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured: HARDY & HARPER, INC.**Endorsement Effective Date: 04/15/2022****SCHEDULE****Name of Person(s) Or Organization(s):****WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.**

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: A-1CA-A00139-00

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (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: HARDY & HARPER, INC.**Endorsement Effective Date:** 04/15/2022**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**
WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.

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.

POLICY NUMBER: A-1CG-A00139-00

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"THE OWNER AND CONTRACTOR, IF REQUIRED BY THE TERMS OF A WRITTEN CONTRACT THAT WAS FULLY EXECUTED PRIOR TO THE DATE OF THE "OCCURRENCE", AND ANY OTHER PERSONS OR ENTITIES SPECIFICALLY REQUIRED BY, AND IDENTIFIED BY NAME IN, THAT SAME CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: A-1CG-A00139-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"THE OWNER AND CONTRACTOR, IF REQUIRED BY THE TERMS OF A WRITTEN CONTRACT THAT WAS FULLY EXECUTED PRIOR TO THE DATE OF THE "OCCURENCE", AND ANY OTHER PERSONS OR ENTITIES SPECIFICALLY REQUIRED BY, AND IDENTIFIED BY NAME IN, THAT SAME CONTRACT."	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy #A1CGA0013900

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: A-1CG-A00139-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

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

WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

OLD REPUBLIC GENERAL INSURANCE CORPORATION**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

WHERE REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	HARDY & HARPER, INC.		
Policy Number	A-1CW-A00139-00	Endorsement No.	000
Policy Period	04/15/2022 to 04/15/2023	Endorsement Effective Date:	04/15/2022
Producer's Name:	THE WOODITCH COMPANY, INSURANCE SERVICES		
Producer Number:	00P81		

AUTHORIZED REPRESENTATIVE

DATE