

**BID DOCUMENTS**

**FOR**

**CITY OF PERRIS**

**2023 CITYWIDE PAVEMENT REHABILITATION PROJECT  
(CIP S002)  
(P8-1465)**

**PREPARED BY:**

**Interwest Consulting Group**

**John Pourkazemi, Contract City Engineer**

**City of Perris**

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**BID OPENING – March 23, 2023, 2:00 PM**

**Active Bidder Website**

Expected Award of Contract – April 11, 2023  
Anticipated Start of Construction – May 8, 2023

**BID FORM**

**BID FORM**

Bid Date: March 23, 2023  
Time: 2:00 p.m.  
Place: Active Bidder Website  
Project: 2023 Citywide Pavement Rehabilitation Project (CIP S002)

**TO THE CITY OF PERRIS**, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if the Bid is bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Hardy & Harper, Inc., hereinafter called "Bidder", organized and existing under the laws of the State of California State of California, doing business as a corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on May 8, 2023, and to fully complete all work on or before the 60th working day after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

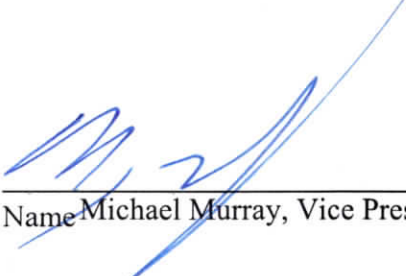
**BID FORM**

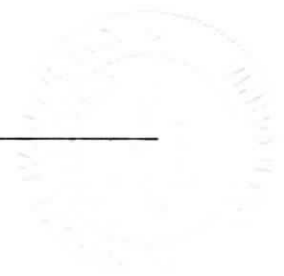
Quantities in the bid schedule are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

The bidder Hardy & Harper, Inc., proposed subcontractor \_\_\_\_\_, hereby certifies that he has X has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

  
\_\_\_\_\_  
Name Michael Murray, Vice President Date March 15, 2023



## BID FORM

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the Bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**BID FORM**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29  
DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: 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.

**BID FORM**

**Person who inspected site of the proposed work as a representative of your firm:**

Mike Amundson  
Name (please print)

March 21, 2023  
Date of Inspection

**Bidder acknowledges receipt of the following Addenda:**

1 Dated 3/22/2023  
\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_ Dated \_\_\_\_\_

  
\_\_\_\_\_  
**Bidder's Signature**  
Michael Murray, Vice President

215952  
**Contractor's California**  
**License No.**

A, C-8 & C12  
**Type of License**

Hardy & Harper, Inc.  
**Name of License Holder**

12/31/2023  
**Expiration Date**

1000000076  
**Contractor's DIR Number**



**BID FORM**

**Contact Information:**

**Company Name:** Hardy & Harper, Inc.

**Contact Person:** Michael Murray

**Title:** Vice President

**Company Address:** 32 Rancho Circle

Lake Forest, CA 92630

\_\_\_\_\_

**Phone Number:** 714-444-1851

**Fax Number:** 714-444-2801

ADDENDUM #1  
**BID FORM**  
**2023 CITYWIDE PAVEMENT REHABILITATION PROJECT (CIP S002)**

Bidder (Company Name): Hardy & Harper, Inc.

**BASE BID SCHEDULE**

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	MOBILIZATION	\$ <u>24,150.00</u>	\$ <u>24,150.00</u>
2	1	L.S.	TRAFFIC CONTROL	\$ <u>56,857.86</u>	\$ <u>56,857.86</u>
3	1	L.S.	WATER POLLUTION CONTROL	\$ <u>7,350.00</u>	\$ <u>7,350.00</u>
4	1	L.S.	SIGNING, STRIPING AND PAVEMENT MARKINGS	\$ <u>42,700.00</u>	\$ <u>42,700.00</u>
5	1	L.S.	WEED KILL	\$ <u>6,300.00</u>	\$ <u>6,300.00</u>
6	1	L.S.	CRACK SEAL	\$ <u>117,000.00</u>	\$ <u>117,000.00</u>
7	96354	S.F.	FULL WIDTH COLD MILL	\$ <u>0.22</u>	\$ <u>21,197.88</u>
8	103940	S.F.	5' TAPERED COLD MILL	\$ <u>0.22</u>	\$ <u>22,866.80</u>
9	11753	S.F.	30' TRANSITION COLD MILL	\$ <u>0.22</u>	\$ <u>2,585.66</u>



ADDENDUM #1  
**BID FORM**

10	172571	S.Y.	TYPE I – EAS	\$ <u>1.70</u>	\$ <u>293,370.70</u>
11	50	EA	ADJUST TO GRADE MANHOLES	\$ <u>661.50</u>	\$ <u>33,075.00</u>
12	73	EA	ADJUST TO GRADE VALVE COVERS	\$ <u>52.50</u>	\$ <u>3,832.50</u>
13	3384	S.F.	REMOVE AND REPLACE 6” ASPHALT CONCRETE	\$ <u>12.60</u>	\$ <u>42,638.40</u>
14	5128	TN	HOT MIX ASPHALT	\$ <u>98.00</u>	\$ <u>502,544.00</u>
15	216	S.F.	REMOVE AND REPLACE CROSS GUTTER AND SPANDREL	\$ <u>35.70</u>	\$ <u>7,711.20</u>
16	300	S.F.	REMOVE AND REPLACE SIDEWALK	\$ <u>29.40</u>	\$ <u>8,820.00</u>

TOTAL BASE BID ITEMS 1-16:

\$ 1,193,000.00  
(Figures)

ONE MILLION, ONE HUNDRED NINETY-THREE THOUSAND DOLLARS.

Written Total (Base Bid Items 1-16)

ADDENDUM #1  
**BID FORM**  
**ADDITIVE ALTERNATE 1 – BID SCHEDULE**

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	TRAFFIC CONTROL	\$ <u>24,675.00</u>	\$ <u>24,675.00</u>
2	1	L.S.	SIGNING, STRIPING AND PAVEMENT MARKINGS	\$ <u>2,020.00</u>	\$ <u>2,020.00</u>
3	1	L.S.	WEED KILL	\$ <u>1,260.00</u>	\$ <u>1,260.00</u>
4	1	L.S.	CRACK SEAL	\$ <u>12,500.00</u>	\$ <u>12,500.00</u>
5	70650	S.F.	5' TAPERED COLD MILL	\$ <u>0.28</u>	\$ <u>19,782.00</u>
6	26	EA	ADJUST TO GRADE MANHOLES	\$ <u>660.00</u>	\$ <u>17,160.00</u>
7	26	EA	ADJUST TO GRADE VALVE COVERS	\$ <u>53.00</u>	\$ <u>1,378.00</u>
8	2496	TN	HOT MIX ASPHALT	\$ <u>104.00</u>	\$ <u>259,584.00</u>

TOTAL ADDITIVE ALTERNATE 1 ITEMS 1-8: \$ 338,359.00  
 (Figures)

THREE HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED  
 Written Total (Additive Alternate 1 Bid Items 1-8) FIFTY-NINE DOLLARS.

ADDENDUM #1  
**BID FORM**  
**ADDITIVE ALTERNATE 2 – BID SCHEDULE**

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	TRAFFIC CONTROL	\$ <u>31,000.00</u>	\$ <u>31,000.00</u>
2	1	L.S.	SIGNING, STRIPING AND PAVEMENT MARKINGS	\$ <u>2,600.00</u>	\$ <u>2,600.00</u>
3	1	L.S.	WEED KILL	\$ <u>1,260.00</u>	\$ <u>1,260.00</u>
4	1	L.S.	CRACK SEAL	\$ <u>16,000.00</u>	\$ <u>16,000.00</u>
5	89110	S.F.	5' TAPERED COLD MILL	\$ <u>0.29</u>	\$ <u>25,841.90</u>
6	2724	S.F.	30' TRANSITION COLD MILL	\$ <u>1.00</u>	\$ <u>2,724.00</u>
7	29	EA	ADJUST TO GRADE MANHOLES	\$ <u>660.00</u>	\$ <u>19,140.00</u>
8	33	EA	ADJUST TO GRADE VALVE COVERS	\$ <u>53.00</u>	\$ <u>1,749.00</u>
9	3314	TN	HOT MIX ASPHALT	\$ <u>104.00</u>	\$ <u>344,656.00</u>

TOTAL ADDITIVE ALTERNATE 2 ITEMS 1-9: \$ 444,970.90  
 (Figures)

FOUR HUNDRED FORTY-FOUR THOUSAND, NINE HUNDRED SEVENTY  
 Written Total (Additive Alternate Bid Items 1-9) DOLLARS AND NINETY CENTS.

ADDENDUM #1

**BID FORM**

**Please note the following regarding bids:**

- Award will be based upon responsible and responsive bidder for lowest combined cost for Base Bid Items 1 - 16.
- Bid shall include all sales tax, and other taxes and fees.
- Bid is for Project complete-in-place
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Bid Documents shall include list of subcontractors and manufacturer items.
- Bid Bond, Contractor, and subcontractors registration form(s) and other documents required at the time of bid submittal.

**BID FORM**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Hardy & Harper, Inc. \_\_\_\_\_ as Principal, and Fidelity and Deposit Company of Maryland \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of Ten Percent (10%) of the Amount Bid \_\_\_\_\_**

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of bid amount).

Signed, this 15th day of March, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

**2023 CITYWIDE PAVEMENT REHABILITATION PROJECT (CIP S002)**

**NOW, THEREFORE,**

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Agency may accept such Bid; and said Surety does hereby waive notice of any such extension

**BID FORM**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Hardy & Harper, Inc.  
**PRINCIPAL:** \_\_\_\_\_  
Michael Murray, Vice President

**Two Witnesses  
(If Individual):**

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**ATTEST (If Corporation):**

**By:** \_\_\_\_\_ **Title:** Kristen Paulino, Corporate Secretary

(Corporate Seal)

**SURETY:** Fidelity and Deposit Company of Maryland

**ATTEST:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Dwight Reilly

**Title:** \_\_\_\_\_

**Title:** Attorney-in-Fact

(Corporate Seal)

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**THIS IS A REQUIRED FORM**

**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, 2023 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.

**BID FORM**

**Any claims under this bond may be addressed to:**

**(Name and Address of Surety)**      Fidelity and Deposit Company of Maryland  
  
777 South Figueroa Street, Suite 3900  
  
Los Angeles, CA 90017

**(Name and Address of Agent  
or Representative for  
service of process in  
California, if different  
from above)**      Commercial Surety Bond Agency  
  
1411 N. Batavia St., Suite 201  
  
Orange, CA 92867

**(Telephone Number of Surety  
and Agent or Representative  
for service of process in  
California)**      Surety: (213) 270-0600 / Agent: (714) 516-1232



## 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 )

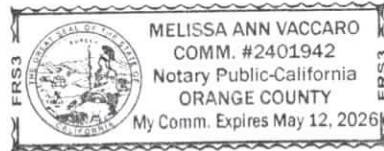
On 03/15/2023 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

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

**CERTIFICATE**

I, the undersigned, 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 15th day of March, 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](mailto:reportsfclaims@zurichna.com)

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**BID FORM**

**BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - Part 1**

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: \_\_\_\_\_

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			< \$1 million	Age of Firm in years
NAME AMERICAN ASPHALT SOUTH City, State FONTANA, CA	#10 SLURRY	287,000	100%	784969 1000000645	N	N/A	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	20
NAME MD RUBBERIZED CRACKFILL City, State LAKE FOREST, CA	#6.4.4 CRACK SEAL	130,000	100%	986686 1000006438	N	N/A	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	5
NAME SUPERIOR PAVEMENT MARKINGS City, State BEAUMONT, CA	#4, 2, 2 STRIPING	45,000	100%	776306 1000001476	N	N/A	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	20
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	

**BID FORM**

**BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - Part 2**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but

FEDERAL PROJECT NUMBER: \_\_\_\_\_

Photocopy this form for additional firms.

were not selected to participate as a subcontractor on this project.


Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts				
				DIR Reg Number			< \$1 million	< \$5 million	< \$10 million	< \$15 million	Age of Firm in years
NAME CTI City, State RIVERSIDE, CA	4.2.2 STRIPING	\$79,250	N/A	991122 1000011750	Y	43242	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NAME CAL STRIPE City, State COLTON, CA	4.2.2 STRIPING	\$79,445	N/A	685387 1000001100	N	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NAME MANHOLE ADJUSTING City, State PICO RIVERA, CA	11.12 UTILITY ADJUSTING	\$186,090	N/A	398443 1000004104	N	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NAME City, State							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NAME City, State							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NAME City, State							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NAME City, State							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NAME City, State							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NAME City, State							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NAME City, State							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**BID FORM**

**ANTI-TRUST CLAIM**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

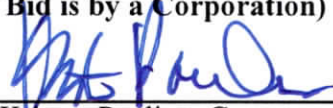
RESPECTFULLY SUBMITTED:

 _____ <b>Signature</b>	Michael Murray _____ <b>Please Print</b>
Vice President _____ <b>Title</b>	32 Rancho Circle, Lake Forest, CA 92630 _____ <b>Address</b>
March 15, 2023 _____ <b>Date</b>	
215952 _____ <b>Contractor's California License No.</b>	A, C-8 & C12 _____ <b>Type of License</b>
Hardy & Harper, Inc. _____ <b>Name of License Holder</b>	12/31/2023 _____ <b>Expiration Date</b>

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

95-2251022  
\_\_\_\_\_  
**Federal I.D. No.**

(SEAL-if Bid is by a Corporation)

ATTEST   
\_\_\_\_\_  
Kristen Paulino, Corporate Secretary

**BID FORM**

**CERTIFICATION - LABOR CODE SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

**CONTRACTOR:**

Hardy & Harper, Inc. \_\_\_\_\_

**Firm Name**

\_\_\_\_\_  
**Signature**

Michael Murray, Vice President \_\_\_\_\_

**Print Name**

215952 \_\_\_\_\_

**Contractor's California License No.**

12/31/2023 \_\_\_\_\_

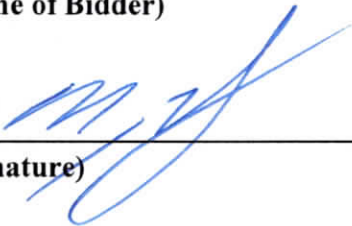
**Expiration Date**

**BID FORM**

**CERTIFICATION OF NON-DISCRIMINATION**

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: March 15, 2023 Hardy & Harper, Inc.  
(Name of Bidder)

  
\_\_\_\_\_  
(Signature)

Michael Murray, Vice President  
(Print Name and Title)

215952  
California  
License No.

A, C-8 & C12  
Type of License

Hardy & Harper, Inc.  
Name of License Holder

12/31/2032  
Expiration Date



**BID FORM**

**CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES**

Project Name: 2023 Citywide Pavement Rehabilitation

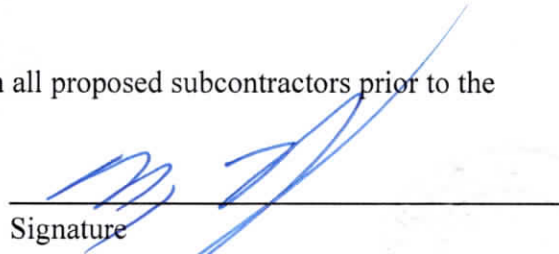
Name of Bidder: Hardy & Harper, Inc.

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I so no permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification the term "segregated facilities: means any waiting rooms, work areas, restrooms, wash rooms, restaurants, and other eating areas, time clocks, locker rooms, or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

DATED: March 15, 2023

  
Signature

Michael Murray, Vice President  
Print name and Title

215952  
California License No.

A, C-8 & C12  
Type of License

Hardy & Harper, Inc.  
Name of License Holder

12/31/2023  
Expiration Date

**BID FORM**

**EXPERIENCE STATEMENT**

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under his present business name for 77 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 77 years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:

(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

<u>Name &amp; Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed &amp; \$ Amount</u>
<u>Please see attached Past Project References</u>		
_____	_____	_____
_____	_____	_____

Bidder shall attach and properly designate additional pages, if necessary.

## Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehab. On Barton Rd, Van Buren St & Vivienda Ave Contract Amount: \$570,000.00 Completion Date: September 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dguetti@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 1 Contract Amount: \$2,875,000.00 Completion Date: June 2022
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Youichi Nakagawa (714) 744-5572 ynakagawa@cityoforange.org	Prospect & Spring Right Turn Lane Modification Project Contract Amount: \$920,000.00 Completion Date: June 2022
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Manuel Fabian (818) 898-1243 mfabian@sfcity.org	Pico Street Improvement Project Contract Amount: \$465,000.00 Completion Date: May 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dguetti@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 10 Contract Amount: \$2,355,000.00 Completion Date: April 2022
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project Contract Amount: \$810,000.00 Completion Date: April 2022
City of Anaheim 200 S. Anaheim Blvd Anaheim, CA 92805	Lorenzo Rea (714) 765-6893 lrea@anaheim.net	Residential Street Improvement Project - Lotus & Torry, Group 13 Contract Amount: \$5,806,000.00 Completion Date: March 2022
County of Riverside 3525 14th Street Riverside, CA 92501	Hector Davila (951) 955-6885 hedavila@rivco.org	Fisher Street Resurfacing Project Contract Amount: \$785,560.00 Completion Date: February 2022
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Carl Hassel (909) 364-2817 chassel@chinohills.org	Village Center Drive Pavement Rehabilitation Project Contract Amount: \$408,000.00 Completion Date: December 2021
Los Angeles County 900 S. Fremont Avenue Alhambra, CA 91803	Peter Sanque (661) 947-7173 psanque@pw.lacounty.gov	Pavement Reconstruction (Sustainable) North LA County Contract Amount: \$1,873,929.57 Completion Date: November 2021
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354	Jarb Thaipr (909) 799-2800 jthaipr@lomalinda-ca.gov	Pavement Rehab. on Barton Rd, Bryn Mawr & Orange Grove Contract Amount: \$462,590.00 Completion Date: November 2021
City of Norco 2870 Clark Avenue Norco, CA 92860	Sam Nelson (951) 270-5607 snelson@ci.norco.ca.us	Sixth Street Widening Contract Amount: \$785,000.00 Completion Date: September 2021
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706	Luis Pimentel (626) 430-2259 lpimentel@irwindaleca.gov	2020-2021 Resurfacing Project Contract Amount: \$544,311.93 Completion Date: May 2021
City of Brea 1 Civic Center Circle Brea, CA 92821	Steve Kooyman (530) 318-1066 skooyman@interwestgrp.com	Imperial Highway / Berry St. Intersection Improvements Contract Amount: \$579,648.80 Completion Date: May 2021
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Sotro (909) 370-5551 jsotro@coltonca.gov	FY 20-21 Asphalt Paving Project Contract Amount: \$2,695,493.64 Completion Date: May 2021
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Adam Salehi (818) 238-3946 asalehi@burbankca.gov	2020 Street Improvement Project Contract Amount: \$1,253,099.98 Completion Date: April 2021
City of Oxnard 300 West Third Street Oxnard, CA 93030	Renee Hatcher (805) 385-8280 renee.hatcher@oxnarca.org	Thin Maintenance Overlay Project Phase II (Rebid 2) Contract Amount: \$6,550,000.00 Completion Date: November 2020
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Michael Wolfe (951) 413-3100 purchasingdivision@moval.org	Citywide Pavement Rehabilitation Program FY 19-20 Contract Amount: \$4,080,364.90 Completion Date: November 2020
City of Cypress 5275 Orange Avenue Cypress, CA 90630	Alex Bangean (714) 229-6740 abangean@cypressca.org	Arterial Rehabilitation Project 230 Contract Amount: \$1,042,000.00 Completion Date: August 2020

## Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Banning 99 East Ramsey Street Banning, CA 92220	Art Vela (951) 922-3130 avela@banningca.gov	Street Rehabilitation at Various Locations Contract Amount: \$1,451,000.00 Completion Date: March 2020
City of Ontario 303 East "B" Street Ontario, CA 91764	Bill Braun (909) 395-2012 purchasing@ontarioca.gov	2019 Fall Pavement Rehabilitation Project Contract Amount: \$4,261,000.00 Completion Date: October 2019
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance Services Contract Amount: \$2,424,216.00 Completion Date: April 2019
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Edwin Norris (562) 904-7110 enorris@downeyca.org	CIP No. 18-02 Residential Street Rehab. Project Contract Amount: \$1,808,000.00 Completion Date: March 2019
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Marwan N. Youssef (714) 548-3460 vejohanson@wesminster-ca.gov	Citywide Residential Street Improvements Contract Amount: \$1,452,000.00 Completion Date: February 2019
City of San Jacinto 595 S. San Jacinto Avenue San Jacinto, CA 92583	Kristy (951) 654-3592 kristy@trilakeconsultants.com	2018 Downtown Pavement Rehabilitation Contract Amount: \$1,818,000.00 Completion Date: January 2019
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflancaster.org	2018 Sidewalk, Curb & Gutter Repairs Contract Amount: \$1,976,000.00 Completion Date: December 2018
City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	Jason Williams (909) 839-7050 jwilliams@diamondbarca.gov	Residential & Collector Road Rehabilitation Project Contract Amount: \$1,551,000.00 Completion Date: December 2018
City of Tustin 300 Centennial Way Tustin, CA 92780	Mario Medina (949) 394-8955 mmedina@tustinca.org	FY 2017-18 Roadway Rehab. & Sidewalk Repair Contract Amount: \$1,575,125.00 Completion Date: October 2018
City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708	Fatana Temory (714) 593-4433 fatana.temory@fountainvalley.org	Resurface & Rehab. of Euclid St from Slater to Warner Contract Amount: \$1,077,000.00 Completion Date: September 2018
City of Pomona 505 South Garey Avenue Pomona, CA 91766	Public Works (909) 620-2261 pwengineering@ci.pomona.ca.us	Major Street Improvements Contract Amount: \$3,839,000.00 Completion Date: August 2018
City of Rancho Palos Verdes 30940 Hawthorn Blvd Rancho Palos Verdes, CA 90275	Ron Drago (310) 544-5252 gkwolek@lch.ca.gov	Residential Street Rehabilitation Project Contract Amount: \$2,227,000.00 Completion Date: May 2018
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Artin Mergerdichian (818) 238-3800 amergerdichian@burbankca.gov	Local/Residential Street Improvement Project Contract Amount: \$5,333,000.00 Completion Date: May 2018
City of Covina 125 E. College Street Covina, CA 91723	Chris Marcarello (626) 384-5490 pw@covinaca.gov	Grand Ave. Street Rehabilitation No. STPL-5118(020) Contract Amount: \$3,030,000.00 Completion Date: May 2018
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflancaster.org	2017 Pavement Management Program 17-003 Contract Amount: \$2,727,000.00 Completion Date: April 2018
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629	Matthew Sinacori (949) 248-3500 msinacori@danapoint.org	Arterial Roadway Resurface & Pavement Preservation Contract Amount: \$3,993,000.00 Completion Date: January 2018
City of Inglewood 1 Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 hhunter@cityofinglewood.org	Streets and Alleys Rehabilitation Project Contract Amount: \$2,639,330.06 Completion Date: November 2017
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance of Streets 2016 Contract Amount: \$945,932.59 Completion Date: August 2017

**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

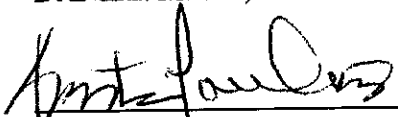
TESSA MAAS

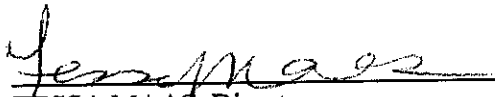
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations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



### 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 InformationName	PEO Phone	PEO 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



# **ADDENDUM # 1**

## **CITY OF PERRIS 2023 Citywide Pavement Rehabilitation Project (CIP# S002) (P8-1465)**

The following addendum is hereby made regarding the specifications and improvement plans for the above project:

- 1) Addendum #1 plan sheets have been revised to reflect the following:
  - a. Plan sheet numbers 2, 4, 5, 6, and 8 prepared by Interwest Consulting Group dated 2/24/23 have been revised to reflect the change in slurry seal from Type 1 – REAS to Type 1 – EAS throughout the entire project. The plan sheets have been replaced in their entirety by the Addendum #1 Plans, Attachment #1 of this addendum.
- 2) Specification section SP-4-8.00 – TYPE I – RUBBERIZED EMULSION-AGGREGATE SLURRY (TYPE I – REAS) title has been changed to TYPE I – EMULSION-AGGREGATE SLURRY (TYPE I – EAS) and has been modified to read:

**BID ITEMS** – This section covers the requirements for the Base Bid Item Number 10.

**REQUIREMENTS** – Emulsion-aggregate slurry (EAS) shall conform to the provisions in Section 302-4 of the Standard Specifications. Pavement surfaces shall be thoroughly cleaned, have herbicide applied, all weeds removed, and have the cracks sealed as defined in the Special Provisions.

Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks, and other painted or thermoplastic surfaces. All shall be treated.

Before commencing the sealing operations, all surface utility covers, survey monuments and survey markers which were uncovered shall be covered by thoroughly covering the surface with an appropriate adhesive or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned by the end of the same workday. Ridges or bumps in the finished surface will not be permitted.

Type 1 – EAS shall be used with the rate of application 10 pounds of dry aggregate per square yard slurry mixture as directed by the Engineer. Type 2 – EAS shall be used with the rate of application 15 pounds of dry aggregate per square yard slurry mixture as directed by the Engineer. Emulsified asphalt shall be slow-set. Slurry shall not be applied at more than 100 ft. per minute.

The slurry course shall not be Placed if either the pavement or the air temperature is below 50 degrees Fahrenheit and falling and shall not be placed if either the pavement or the air temperature is above 95 degrees Fahrenheit and rising.

The application of slurry shall not commence until after 8:00 am and shall conclude at 1:30 pm unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 pm. The portions of streets to be slurried shall be closed from the time the Contractor begins to clean the street surface until the mixture is sufficiently set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples, bumps, or ridges exist. If ripples or waves occur in the slurry during the application, the work shall cease, and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the seal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix designs specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

After slurry is placed, Contractor shall be required to use a power blower the following day (and weekly as determined by City Engineer) on the street to remove loose particles from sidewalks, driveways, and private properties. Contractor shall also sweep street a minimum of 2 days per week or as directed by Engineer for a month after slurry is placed.

Adequate means shall be provided to protect the slurry course from damage by traffic until such time that the mixture has cured sufficiently so that the slurry course will not adhere to and be picked up by the tires of the vehicle.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

If work cannot resume on the same day to completion as scheduled, then this work shall be rescheduled in one to two weeks and the residents notified that the work will not be done as scheduled and re-notified of new workday promptly. All "NO PARKING" and "NO DRIVING" signs must be promptly removed.

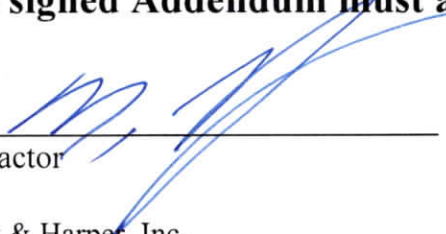
The days during which the suspension of work is in effect due to unsuitable weather shall not be considered working days and the date of completion shall be extended to allow for work and notification.

In the event of a suspension of work, the Contractor shall remove all barricades, equipment, and "No Parking" and "No Driving" signs (if appropriate) on the completed portion of slurry. No adjustment of unit prices of any items shall be allowed due to a suspension of work as described above. The Contractor shall repair any damage to the seal treatment at no cost to the City.

PAYMENT – The contract unit price paid per square yard for Type I - EAS shall include full compensation for furnishing the mix design, all labor, materials, tools, equipment and incidentals, and for doing all work involved and no additional compensation will be allowed, therefore.

- 3) The Base Bid Schedule has been revised to reflect the change in Base Bid Item #10 from TYPE I – REAS to TYPE I – EAS. Pages 15-19 of the bid forms shall be replaced with Attachment #2 of this addendum.
- 4) There is no change in the Bid Opening date or time of Thursday March 23, 2023, at 2:00 PM.

**This signed Addendum must accompany your Bid on Active Bidder:**

 _____ Contractor	_____ March 23, 2023 Date
<u>Hardy &amp; Harper, Inc.</u> _____ Company Name	

Contractor Information	Registration History	
<b>Legal Entity Name</b> AMERICAN ASPHALT SOUTH, INC.	<b>Effective Date</b>	<b>Expiration Date</b>
<b>Legal Entity Type</b> Corporation	06/14/18	06/30/19
<b>Status</b> Active	05/08/17	06/30/18
<b>Registration Number</b> 100000645	06/03/16	06/30/17
<b>Registration effective date</b> 07/01/22	06/04/15	06/30/16
<b>Registration expiration date</b> 06/30/25	07/30/14	06/30/15
<b>Mailing Address</b> PO BOX 310036 FONTANA 92331 CA United States ...	07/01/19	06/30/22
<b>Physical Address</b> 19792 El Rivino Road Bloomington 92509 CA Unite...	07/01/22	06/30/25
<b>Email Address</b> ricke@americanasphaltsouth.com		
<b>Trade Name/DBA</b>		
<b>License Number (s)</b> CSLB:784969		

Legal Entity Information	
<b>Corporation Entity Number:</b>	2132513
<b>Federal Employment Identification Number:</b>	943324781
<b>President Name:</b>	Jeff Petty
<b>Vice President Name:</b>	
<b>Treasurer Name:</b>	Richard Entrikin
<b>Secretary Name:</b>	Tim Griffin
<b>CEO Name:</b>	
<u>Agency for Service:</u>	
<b>Agent of Service Name:</b>	Jeff Petty
<b>Agent of Service Mailing Address:</b>	19792 El Rivino Road Bloomington 92509 CA United States of America

Worker's Compensation	
<b>Do you lease employees through Professional Employer Organization (PEO)?:</b>	No
<b>Please provide your current worker's compensation insurance information below:</b>	
PEO InformationName	PEO Phone PEO Email
Insured by Carrier	
<b>Policy Holder Name:</b>	AMERICAN ASPHALT SOUTH, INC.
<b>Insurance Carrier:</b>	ARCH INSURANCE COMPANY
<b>Policy Number:</b>	ZAWC19413905
<b>Inception date:</b>	04/01/22
<b>Expiration Date:</b>	04/01/23

Contractor Information	Registration History	
<b>Legal Entity Name</b> MD RUBBERIZED CRACKFILL LLC	<b>Effective Date</b>	<b>Expiration Date</b>
<b>Legal Entity Type</b> LLC	06/18/18	06/30/19
<b>Status</b> Active	06/18/18	06/30/19
<b>Registration Number</b> 1000006438	05/09/17	06/30/18
<b>Registration effective date</b> 07/01/22	06/08/16	06/30/17
<b>Registration expiration date</b> 06/30/23	06/19/15	06/30/16
<b>Mailing Address</b> 32 Rancho Circle Lake Forest 92630 CA United Stat...	01/22/15	06/30/15
<b>Physical Address</b> 32 Rancho Circle Lake Forest 92630 CA United Stat...	07/01/19	06/30/20
<b>Email Address</b> cicamen@hardyandharper.com	07/01/20	06/30/21
<b>Trade Name/DBA</b>	07/01/21	06/30/22
<b>License Number (s)</b> CSLB:986686 CSLB:986686	07/01/22	06/30/23

Legal Entity Information	
<b>Corporation Entity Number:</b>	201306710107
<b>Federal Employment Identification Number:</b>	371717765
<u>Member name(s):</u>	
<b>Member Legal Name:</b>	Dan T. Maas
<b>Member Legal Entity Type:</b>	LLC
<u>Agent for service:</u>	
<b>Agent of Service Name:</b>	Dan T. Maas
<b>Agent of Service Mailing Address:</b>	32 Rancho Circle Lake Forest 92630 CO United States of America

Worker's Compensation	
<b>Do you lease employees through Professional Employer Organization (PEO)?</b>	No
<b>Please provide your current worker's compensation insurance information below:</b>	
PEO InformationName	PEO Phone PEO Email
Insured by Carrier	
<b>Policy Holder Name:</b>	MD RUBBERIZED CRACKFILL LLC
<b>Insurance Carrier:</b>	OLD REPUBLIC GENERAL INSURANCE CORP
<b>Policy Number:</b>	A1CAA0013900
<b>Inception date:</b>	04/15/22
<b>Expiration Date:</b>	04/15/23

Contractor Information	Registration History	
<b>Legal Entity Name</b> SUPERIOR PAVEMENT MARKINGS	<b>Effective Date</b>	<b>Expiration Date</b>
<b>Legal Entity Type</b> Corporation	06/18/18	06/30/19
<b>Status</b> Active	06/23/17	06/30/18
<b>Registration Number</b> 1000001476	06/07/16	06/30/17
<b>Registration effective date</b> 07/01/22	06/22/15	06/30/16
<b>Registration expiration date</b> 06/30/23	09/24/14	06/30/15
<b>Mailing Address</b> 5312 CYPRESS STREET CYPRESS 90630 CA United S...	07/01/19	06/30/22
<b>Physical Address</b> 5312 CYPRESS STREET CYPRESS 90630 CA United S...	07/01/22	06/30/23
<b>Email Address</b> superiorpavementmarkings@gmail.com		
<b>Trade Name/DBA</b> STREET STRIPING CONSTRUCTION ZONE TRAFFIC CONTROL PARKING & HIGHWAY IMPROVEMENT		
<b>License Number (s)</b> CSLB:776306		

Legal Entity Information	
<b>Corporation Entity Number:</b>	485-8774-5
<b>Federal Employment Identification Number:</b>	204518251
<b>President Name:</b>	John Lucas
<b>Vice President Name:</b>	Robert Garcia
<b>Treasurer Name:</b>	Darren Veltz
<b>Secretary Name:</b>	Darren Veltz
<b>CEO Name:</b>	Darren Veltz
<u>Agency for Service:</u>	
<b>Agent of Service Name:</b>	Darren Veltz
<b>Agent of Service Mailing Address:</b>	5312 Cypress St Cypress 90630 CA United States of America

Worker's Compensation	
<b>Do you lease employees through Professional Employer Organization (PEO)?:</b>	No
<b>Please provide your current worker's compensation insurance information below:</b>	
PEO InformationName	PEO Phone Email
Insured by Carrier	
<b>Policy Holder Name:</b>	SUPERIOR PAVEMENT MARKINGS
<b>Insurance Carrier:</b>	Cypress Insurance Company
<b>Policy Number:</b>	SUWC352595
<b>Inception date:</b>	06/01/22
<b>Expiration Date:</b>	06/01/23