

811



SUBMITTAL DATE: April 6, 2015

FROM: TLMA – Transportation Department

**SUBJECT:** Accept the Low Bid and Award the Contract for the Construction of Highland Springs Avenue Resurfacing Project, Community of Cherry Valley. 5<sup>th</sup> District; [\$240,000\_Total\_Cost]; Local\_Funds\_100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Approve one addendum to the plans and specifications issued prior the February 10, 2015, bid opening; and
- 2. Accept the low bid of Matich Corporation of San Bernardino, CA in the amount of \$240,000; and
- 3. Award the contract to Matich Corporation and authorize the Chairman of the Board to execute the contract documents; and
- 4. Approve the project's proposed budget as shown on Attachment "A."

Patricia Romo

Assistant Director of Transportation

Juan C. Perez Director of Transportation and Land Management

3-39

JCP:jrj:sb

FORM APPROVED COUNTY COUNSI

PRIAMOS

D.

B≺.

Positions Added

A-30

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 50,000	\$ 190,000	\$ 240,000	\$ 0	Consent D Policy
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUN			New HUTA) -100	%. Budget Adjustr	ment: No
There are no General	Funds used in this	project.		For Fiscal Year	: 14/15-15/16
C.E.O. RECOMME	NDATION:	APPR	OVE A		
			alle	•	
		BY:	and med	100	
County Executive	Office Signatur		na Grande		
		S OF THE BOAR			
	MINOTE			13013	
]					
Prev. Agn. Ref.: 2	/10/15, Item 3-27	District: 5	Agenda N	umber:	

#### SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FORM 11: Accept the Low Bid and Award the Contract for the Construction of Highland Springs Avenue Resurfacing Project, Community of Cherry Valley. 5<sup>th</sup> District; [\$240,000]; Local Funds 100% DATE: April 6, 2015 PAGE: 2 of 2

#### BACKGROUND:

#### Summary

By Minute Order dated February 10, 2015 (Agenda Item 3-27), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of Highland Springs Avenue Resurfacing Project between Brookside Avenue and Cherry Valley Boulevard in the community of Cherry Valley. The project consists of the removal of existing pavement, placing new hot mix asphalt concrete, placing of asphalt concrete dike, and reconstruction of noncompliant curb ramps to conform to American with Disabilities Act (ADA) standards. Traffic improvements will include new signing, stripping, pavement markings, and other work as may be required.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account issued addendum on their Contractor's Bid in order to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached. Eight bids were received on March 4, 2015, ranging from \$240,000 to \$448,064. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Matich Corporation in the amount of \$240,000, which is \$40,000 (14%) below the Engineer's Estimate.

The proposed budget as shown on attachment "A" includes the contract award amount and other associated costs.

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

Project Number: C1-0582

#### Impact on Residents and Businesses

The proposed improvements will benefit the project area by significantly improving the service life of the existing road, as well as providing upgrades to enhance pedestrian safety with ADA compliant ramps.

The work is scheduled to begin in mid-2015. The work will be phased to keep the roads open during construction and will take approximately four weeks to complete.

#### SUPPLEMENTAL:

#### **Additional Fiscal Information**

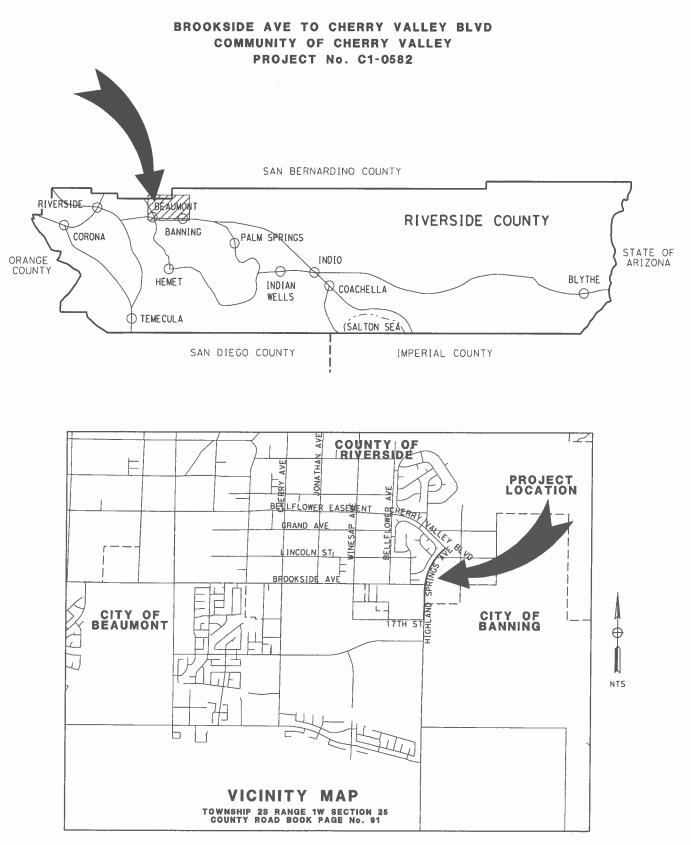
The construction contract is estimated to cost approximately \$280,000, and construction is expected to finish in fiscal year 2015/2016 and will be funded with Gas Tax (ABX8-9 Mar 2010 New HUTA).

There are no General Funds used in this project.

#### **Contract History and Price Reasonableness**

Eight bids were received on March 4, 2015, ranging from \$240,000 to \$448,064. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Matich Corporation in the amount of \$240,000, which is \$40,000 (14%) below the Engineer's Estimate.

# HIGHLAND SPRINGS AVE RESURFACING PROJECT



# **Attachment "A"**

**Riverside County Transportation Department** 

## **CONSTRUCTION CONTRACT AWARD**

#### Project: HIGHLAND SPRINGS ROAD - Updated with Matich Corp unit costs 3-4-15

#### Project No.(s): C1-0582

Expenses as of: 3/26/2014

Page 1

roject Costs and Budget						
Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	0.0%					
Environmental	1.1%	2,245		3,000	1,000	3,000
Design	40.2%	105,636		106,000	49,000	106,000
Right-of-way	0.0%					
Utilities						
Construction			240,000	004.000		
Construction Contingency	10.0%		24,000	264,000	392,000	264,000
Construction Engineering & Inspection	15.2%		40,000	40,000	45,000	40,000
Construction Survey	3.8%		10,000	10,000	25,000	10,000
	Totals:	107,881	314,000	423,000	512,000	423,000

Code	Name		Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds- Local Roads)		312,000	
999	Unfunded		200,000	
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)			423,000
		Totals	512,000	423,000

 Comments

 Construction cost based on Matich Corporation bid dated March 4, 2015.

 Printed:
 March 26,15 1:18 PM

 BY:
 M. MUETING

# Form 11 Attachment

# Contract/Lease/Purchase Summary Data

Contract (fo Approval/Ren Sole Source Personal Serv Independent O Other than Lo Change Order Public Works	ewal rices Contractor w Bid		roperty	<ul> <li>Purchase (fo</li> <li>Sole Source</li> <li>Other than Lo</li> <li>Change Order</li> </ul>	w Bid
User Department:	Transportation Depa	artment	Selection Con N/A	nmittee Member Na	ames (RFP's Only)
Vendor/Lessor Name:	Matich Corpora	tion	Minority Status: 🔲 M	□ W □ DV	🛛 None
Vendor/Lessor Location:	San Bernardino	, CA	Local Preference	Applied: 🗌 Yes	🗌 No 🖂 N/A
			Local Preference (5% maximum pref		
			Local Preference	-	# of Orders
Applicable Board P	olicy #	Com	ments:		
RFQ/RFP Process:		Bidd	ing Process:		
Date Mailed: Response Date: # of Responses:		Loca	Range: I Bid Range: onsive and	\$240,000.00 to N/A	\$448,064.00
# of Qualified Re			onsible Bid Range:	\$240,000.00 to	\$448,064.00
	Con	itract/Lease	Renewals Only		
Ex	isting Agreement Items		Propo	sed Agreement Iter	ms
<ol> <li>Rates</li> <li>Terms</li> <li>Conditions</li> <li>Legal Issues</li> <li>Accountability</li> <li>Utilities</li> </ol>					

(continue on blank sheet if necessary)

Riversid Summar	Riverside County Summary of Bids	Riverside County Transportation Department Summary of Bids		PROJECT:	PROJECT: Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard	Avenue Resurfacin to Cherry Valley R	g Project	
Advertised: Addenda:	: February 1(2/27/15)	Advertised: February 10, 2015 (Agenda Item: 3-27) Addenda: 1(2/27/15)		•	Community of Cherry Valley	rry Vailey	3	
Bids Open: 2:00 p.m.	: 2:00 p.m.	Date: Wednesday, March 4, 2015		PROJECT No. C1-0582	lo. C1-0582			
					COUNTY'S ESTIMATE	ESTIMATE	1 Matich Corporation Hichland CA 92346	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	066102	DUST ABATEMENT	LS	-	2,500.00	2,500.00	1,500.00	1,500.00
2	074020	WATER POLLUTION CONTROL	rs	<del>~</del>	3,000.00	3,000.00	2,400.00	2,400.00
ю	120100	TRAFFIC CONTROL SYSTEM	rs	<del></del>	5,000.00	5,000.00	11,000.00	11,000.00
4	170101	DEVELOP WATER SUPPLY	rs	<del>6</del>	2,000.00	2,000.00	1,400.00	1,400.00
Ω	160101	CLEARING AND GRUBBING	SJ	<del></del>	2,000.00	2,000.00	27,400.00	27,400.00
Q	190101	ROADWAY EXCAVATION	ς	1,100	40.00	44,000.00	20.00	22,000.00
7	190185	SHOULDER BACKING	Ц	1,600	4.00	6,400.00	2.60	4,160.00
8	390129	HOT MIX ASPHALT (YPE C)	TON	2,460	70.00	172,200.00	54.40	133,824.00
თ	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		50	20.00	1,000.00	12.00	600.00
10	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	N	3,500.00	7,000.00	5,000.00	10,000.00
11	566011	ROADSIDE SIGN - ONE POST	EA	-	500.00	500.00	514.00	514.00
12	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	220	5.00	1,100.00	5.10	1,122.00
13	840656	PAINT TRAFFIC STRIPE (2-COAT)	Ц	4,000	2.50	10,000.00	0.50	2,000.00
<b>4</b> 8	850102	PAVEMENT MARKER (REFLECTIVE)	EA	09	5.00	300.00	3.00	180.00
15	015602	FUNDING AWARENESS SIGN	EA	7	1,500.00	3,000.00	950.00	1,900.00
16	010602	MISCELLANEOUS DIRECTED WORK	FA	-	20,000.00	20,000.00	20,000.00	20,000.00
		PROJECT TOTAL, ITEMS 1 - 16				280,000.00		240,000.00

Page 1 of 5

Riversid Summar Advertised Addenda:	Riverside County Summary of Bids Advertised: February 1 Addenda: 1(2/27/15)	Riverside County Transportation Department Summary of Bids Advertised: February 10, 2015 (Agenda Item: 3-27) Addenda: 1(2/27/15)		PROJECT:	PROJECT: Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard Community of Cherry Valley	venue Resurfacin to Cherry Valley B ry Valley	ig Project ioulevard	
Bids Open	Bids Open: 2:00 p.m.	Date: Wednesday, March 4, 2015		PROJECT N	PROJECT No. C1-0582			
					2		3	
					All American Asphalt Corona. CA 92878	lit	Hardy & Harper, Inc. Santa Ana CA 92705	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY		<b>BID ESTIMATE</b>	BID UNIT PRICE	BID ESTIMATE
đ	066102	DUST ABATEMENT	rs	Ļ	4,000.00	4,000.00	1,000.00	1,000.00
2	074020	WATER POLLUTION CONTROL	LS	<del></del>	2,000.00	2,000.00	1,250.00	1,250.00
ę	120100	TRAFFIC CONTROL SYSTEM	SJ	-	15,200.00	15,200.00	30,000.00	30,000.00
4	170101	DEVELOP WATER SUPPLY	LS	<del>4</del>	2,000.00	2,000.00	490.00	490.00
ŝ	160101	CLEARING AND GRUBBING	LS	-	2,000.00	2,000.00	13,000.00	13,000.00
Q	190101	ROADWAY EXCAVATION	с	1,100	19.00	20,900.00	21.00	23,100.00
7	190185	SHOULDER BACKING	5	1,600	3.20	5,120.00	2.00	3,200.00
8	390129	HOT MIX ASPHALT (YPE C)	TON	2,460	71.00	174,660.00	65.00	159,900.00
ŋ	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	5	50	50.00	2,500.00	50.00	2,500.00
10	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	0	5,900.00	11,800.00	6,000.00	12,000.00
11	566011	ROADSIDE SIGN - ONE POST	EA	~	450.00	450.00	500.00	500.00
12	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	220	5.00	1,100.00	6.00	1,320.00
13	840656	PAINT TRAFFIC STRIPE (2-COAT)	5	4,000	0.50	2,000.00	0.50	2,000.00
14	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	3.10	186.00	4.00	240.00
15	015602	FUNDING AWARENESS SIGN	EA	2	2,000.00	4,000.00	750.00	1,500.00
16	010602	MISCELLANEOUS DIRECTED WORK	FA	-	20,000.00	20,000.00	20,000.00	20,000.00
		PROJECT TOTAL, ITEMS 1 - 16				267,916.00		272,000.00

Page 2 of 5

Riversid Summar Advertised Addenda:	Riverside County Transp Summary of Bids Advertised: February 10, 2015 Addenda: 1(2/27/15)	Kiverside County Transportation Department Summary of Bids Advertised: February 10, 2015 (Agenda Item: 3-27) Addenda: 1(2/27/15)		PROJECT:	PROJECT: Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard Community of Cherry Valley	venue Resurfacin to Cherry Valley B ry Valley	g Project oulevard	
Bids Open	Bids Open: 2:00 p.m.	Date: Wednesday, March 4, 2015		PROJECT N	PROJECT No. C1-0582			
-					4		ŝ	
					Excel Paving Company Long Beach, CA 90806	any 806	Wheeler Paving, Inc. Riverside CA 92509	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
-	066102	DUST ABATEMENT	ΓS	÷	2,500.00	2,500.00		3,000.00
2	074020	WATER POLLUTION CONTROL	rs	-	9,001.00	9,001.00	2,700.00	2,700.00
ę	120100	TRAFFIC CONTROL SYSTEM	rs	£	13,333.00	13,333.00	5,710.00	5,710.00
4	170101	DEVELOP WATER SUPPLY	rs	<del>.</del>	2,000.00	2,000.00	1,780.00	1,780.00
ວະ	160101	CLEARING AND GRUBBING	rs	-	2,000.00	2,000.00	1,150.00	1,150.00
Q	190101	ROADWAY EXCAVATION	ς	1,100	31.00	34,100.00	42.00	46,200.00
7	190185	SHOULDER BACKING	Ц	1,600	3.50	5,600.00	3.00	4,800.00
Ø	390129	HOT MIX ASPHALT (YPE C)	TON	2,460	68.50	168,510.00	76.20	187,452.00
o	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	5	50	38.00	1,900.00	28.80	1,440.00
10	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	N	4,200.00	8,400.00	3,870.00	7,740.00
11	566011	ROADSIDE SIGN - ONE POST	EA	~	375.00	375.00	515.00	515.00
12	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	220	4.40	968.00	5.70	1,254.00
13	840656	PAINT TRAFFIC STRIPE (2-COAT)	5	4,000	0.60	2,400.00	0.60	2,400.00
14	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	9.00	540.00	3.40	204.00
15	015602	FUNDING AWARENESS SIGN	EA	N	770.00	1,540.00	790.00	1,580.00
16	010602	MISCELLANEOUS DIRECTED WORK	FA	-	20,000.00	20,000.00	20,000.00	20,000.00
		PROJECT TOTAL, ITEMS 1 - 16				273,167.00		287,925.00

Page 3 of 5

Riversid Summar	Riverside County Summary of Bids	Riverside County Transportation Department Summary of Bids		PROJECT:	PROJECT: Highland Springs Avenue Resurfacing Project	Venue Resurfacin	g Project	
Advertised Addenda:	Advertised: February 10, 2015 Addenda: 1(2/27/15)	10, 2015 (Agenda Item: 3-27)			Community of Cherry Valley	ry Valley	omevaru	
Bids Open	Bids Open: 2:00 p.m.	Date: Wednesday, March 4, 2015		<b>PROJECT I</b>	PROJECT No. C1-0582	·		
					9		2	
					Roadway Eng & Contracting, Inc. Mira Loma. CA 91752	intracting, Inc. 52	Pyramid Construction & Aggregates Heber, CA 92249	ion & Aggregates
ITEM NO.	ITEM CODE	CONTRACT (TEM	UNITS	QUANTITY	BID UNIT PRICE	<b>BID ESTIMATE</b>	BID UNIT PRICE	<b>BID ESTIMATE</b>
-	066102	DUST ABATEMENT	LS	<del></del>	1,300.00	1,300.00	8,000.00	8,000.00
2	074020	WATER POLLUTION CONTROL	rs	-	6,000.00	6,000.00	5,000.00	5,000.00
ო	120100	TRAFFIC CONTROL SYSTEM	rs	-	15,000.00	15,000.00	20,000.00	20,000.00
4	170101	DEVELOP WATER SUPPLY	LS	-	2,000.00	2,000.00	1,000.00	1,000.00
2ı	160101	CLEARING AND GRUBBING	rs	<del>.</del>	2,000.00	2,000.00	1,500.00	1,500.00
G	190101	ROADWAY EXCAVATION	С	1,100	55.00	60,500.00	27.25	29,975.00
7	190185	SHOULDER BACKING	Ц	1,600	6.70	10,720.00	3.15	5,040.00
8	390129	HOT MIX ASPHALT (YPE C)	TON	2,460	75.00	184,500.00	88.00	216,480.00
6	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	Ľ	50	20.00	1,000.00	36.00	1,800.00
10	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	0	2,900.00	5,800.00	6,563.00	13,126.00
11	566011	ROADSIDE SIGN - ONE POST	EA	<del>7-</del>	450.00	450.00	500.00	500.00
12	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	220	5.60	1,232.00	4.00	880.00
13	840656	PAINT TRAFFIC STRIPE (2-COAT)	Ļ	4,000	0.76	3,040.00	0.54	2,160.00
4	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	5.60	336.00	7.58	454.80
15	015602	FUNDING AWARENESS SIGN	EA	2	300.00	600.00	800.00	1,600.00
16	010602	MISCELLANEOUS DIRECTED WORK	FA	-	20,000.00	20,000.00	20,000.00	20,000.00
		PROJECT TOTAL, ITEMS 1 - 16				314,478.00		327,515.80

Page 4 of 5

						Parat															
a Resurfacing Project srry Valley Boulevard	lley		elopment	BID ESTIMATE	5,975.00	11,950.00	17,925.00	11,950.00	10,755.00	53,779.00	7,712.00	291,018.00	2,700.00	7,768.00	506.00	1,232.00	2,200.00	204.00	2,390.00	20,000.00	448,064.00
PROJECT: Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard	Community of Cherry Valley	PROJECT No. C1-0582	8 Eagle Engineering & development Pomona CA 04767		8	11,950.00	17,925.00	11,950.00	10,755.00	48.89	4.82	118.30	54.00	3,884.00	506.00	5.60	0.55	3.40	1,195.00	20,000.00	
PROJECT:		PROJECT		QUANTITY	-	-		-	-	1,100	1,600	2,460	50	7	-	220	4,000	60	2	1	
				UNITS	rs	rs	rs	rs	rs	C√	5	TON	Ц	EA	EA	SQFT	5	EA	EA	FA	
Riverside County Transportation Department Summary of Bids	Advertised: February 10, 2015 (Agenda Item: 3-27) Addenda: 1(2/27/15)	Date: Wednesday, March 4, 2015		CONTRACT ITEM	DUST ABATEMENT	WATER POLLUTION CONTROL	TRAFFIC CONTROL SYSTEM	DEVELOP WATER SUPPLY	CLEARING AND GRUBBING	ROADWAY EXCAVATION	SHOULDER BACKING	HOT MIX ASPHALT (YPE C)	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	MINOR CONCRETE (CURB RAMP) (CRS 403)	ROADSIDE SIGN - ONE POST	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	PAINT TRAFFIC STRIPE (2-COAT)	PAVEMENT MARKER (REFLECTIVE)	FUNDING AWARENESS SIGN	MISCELLANEOUS DIRECTED WORK	PROJECT TOTAL, ITEMS 1 - 16
Riverside County Summary of Bids	: February 1(2/27/15)			ITEM CODE	066102	074020	120100	170101	160101	190101	190185	390129	013903	017306	566011	840519	840656	850102	015602	010602	
Riversid Summar	Advertised: Addenda:	Bids Open: 2:00 p.m.		ITEM NO.	-	р	e	4	Ś	9	7	œ	o	10	<del>.</del>	12	13	4	15	16	

Page 5 of 5



Juan C. Perez, P.E., T.E. Director of Transportation and Land Management

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



# **Transportation Department**

ADDENDUM NUMBER 1

Dated February 27, 2015 to the Specifications and Contract Documents for the construction of

Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard Community of Cherry Valley Project No. C1-0582

**Bids Due:** 

Wednesday, March 4, 2015; 2:00 p.m. 14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid (Proposal). Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids

## **MODIFICATIONS / CLARIFICATIONS TO THE CONTRACT DOCUMENTS:**

#### Item 1: Registration with the Department of Industrial Relations (DIR)

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

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

Prepared by:	- fel Simer	
	Joel Jimenez, PE; Senior Civil Engineer; Contracts/Bidding Unit	

Ack	nowl	edg	ed:
-----	------	-----	-----

(Contractor)

\_ Date:

JRJ:jrj

3525 14<sup>TH</sup> Street · Riverside, CA 92501 · (951) 955-6800 P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164 Riverside County Contract No.

# Contract

THIS CONTRACT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Matich Corporation**, \_\_\_\_, hereafter called "Contractor".

# $\underline{WITNESSETH}$

#### **Recitals:**

- Contractor has submitted to County his Contractor's Proposal for the construction of County Project, <u>Highland Springs Avenue Resurfacing Project, Brookside Avenue to Cherry Valley</u> <u>Boulevard, Community of Cherry Valley, Project No. C1-0582</u>, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
- 2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **May 2006** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda <u>one</u>, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

## 2. The Work

Contractor shall do all tasks necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

#### 3. Liquidated Damages and Time of Completion

Attention is directed to the provisions in Section 8-1.06,"Time of Completion", and in Section 8-1.07 "Liquidated Damages", of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.03, "Beginning of Work" is modified to read as follows:

The Contractor shall begin work within <u>fifteen (15)</u> calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. If the project has more than one (1) location of work, Contractor shall submit a separate notice for each location. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start at said location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by the Contractor in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by the Contractor at his own risk and as a volunteer and subject to the following:

- A. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
- B. All work done according to the Contract, prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
- C. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

## 4. Compensation

Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

## Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard Community of Cherry Valley Project No. C1-0582

# **Contract**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	1,500.00	1,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,400.00	2,400.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	11,000.00	11,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	1,400.00	1,400.00
5	160101	CLEARING AND GRUBBING	LS	1	27,400.00	27,400.00
6	190101	ROADWAY EXCAVATION	CY	1,100	20.00	22,000.00
7	190185	SHOULDER BACKING	LF	1,600	2.60	4,160.00
8	390129	HOT MIX ASPHALT (TYPE C)	TON	2,460	54.40	133,824.00
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	50	12.00	600.00
10	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)	EA	2	5,000.00	10,000.00
11	566011	ROADSIDE SIGN - ONE POST	EA	1	514.00	514.00
12	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	220	5.10	1,122.00
13	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000	0.50	2,000.00
14	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60	3.00	180.00
15	015602	FUNDING AWARENESS SIGN	EA	2	950.00	1,900.00
16	010602	MISCELLANEOUS DIRECTED WORK	FA	1	20,000.00	20,000.00

PROJECT

"Two hundred forty thousand dollars and zero cents"

TOTAL: ITEMS 1-16

"WORDS"

\$240,000.00

## **Highland Springs Avenue Resurfacing Project** Brookside Avenue to Cherry Valley Boulevard **Community of Cherry Valley** Project No. C1-0582

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

## **COUNTY OF RIVERSIDE**

# MATICH CORPORATION

BY:\_\_\_\_\_

Chairman, Board of Supervisors

DATED: \_\_\_\_\_

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY:\_\_\_\_\_

Deputy

BY: Mark 2.

Mark T. Hickman

TITLE: Vice President

(If Corporation, affix Seal)

ATTEST:
---------

Megan Nadalet

TITLE: Notary Public

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

License No.: 149783 Department of Industrial Relations No.: 1000004260

Federal Employer Identification Number:

95-1810911

BY\_\_\_\_\_

"County"

"Corporation" (Seal)

#### **CORPORATE RESOLUTION**

At a meeting of the Board of Directors of MATICH CORPORATION, a California Corporation duly called and held on the 11th day of March, 2014, a quorum being present, the following RESOLUTION was adopted:

"Resolved, the Corporate Officers for Matich Corporation are

PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Randall S. Valadez
VICE PRESIDENT – ENGINEERING	Robert M. Matich
VICE PRESIDENT – ESTIMATING	Mark T. Hickman

FURTHER RESOLVED, that the above listed Corporate Officers are duly authorized to sign documents (bids, contracts, etc.) as may be necessary on behalf of MATICH CORPORATION

I, Randall S. Valadez, Secretary of MATICH CORPORATION have compared the foregoing RESOLUTION with original thereof, as it appears on the records of the Board of Directors of said company, and do so certify that the same is a true and correct transcript there from, and of the whole said original RESOLUTION.

I further certify that said RESOLUTION has not been amended or revoked and is still in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand as such Secretary this 11th day of March, 2014.

Randall S. Valadez, Secretary

# **Performance Bond**

## **Recitals:**

1. Matich Corporation, (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Highland Springs Avenue Resurfacing Project, Brookside Avenue to Cherry Valley Boulevard, Community of Cherry Valley, Project No. C1-0582.

\_\_\_\_\_\_, a \_\_\_\_\_\_ corporation (Surety), is the Surety under this Bond. 2.

## **Agreement:**

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

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$240,000.00 (Two hundred forty thousand dollars and zero cents) and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of	······································
Ву	By
By	Type Name
Title	Its Attorney in Fact "Surety"
"Contractor"	
(Corporate Seal)	(Corporate Seal)

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

# **Payment Bond**

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

The makers of this Bond are <u>Matich Corporation</u>, as Principal and Original Contractor and \_\_\_\_\_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for <u>\$240,000.00</u> (<u>Two hundred forty thousand dollars and zero cents</u>), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of <u>Highland Springs Avenue Resurfacing Project, Brookside Avenue to Cherry Valley Boulevard</u>, <u>Community of Cherry Valley, Project No. C1-0582</u>.

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

Dated:		
		Original Contractor – Principal
Surety		Ву
By	-	Title
Its Attorney In Fact		(If corporation, affix seal)
(Corporate Seal)		(Corporate Seal)
STATE OF COUNTY OF	}	ss. SURETY'S ACKNOWLEDGEMENT
On before me,	knov	personally appeared, vn to me, or proved to me on the basis of satisfactory
evidence, to be the person whose name is sub-	scribe ities, a	ed to the within instrument and acknowledged to me that and that by his signature on the instrument the person, or
WITNESS my hand and official seal.		

Signature of Notary Public

Notary Public (Seal)

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

# Performance Bond

## <u>Recitals:</u>

- 1. <u>Matich Corporation</u>, (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as <u>Highland Springs Avenue Resurfacing Project</u>, <u>Brookside Avenue to Cherry Valley Boulevard</u>, Community of Cherry Valley, Project No. <u>C1-0582</u>.
- 2. <u>Liberty Mutual Insurance Company</u>, a <u>Massachusetts</u> corporation (Surety), is the Surety under this Bond.

#### Agreement:

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

- The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of <u>\$240,000.00 (Two hundred forty thousand dollars and zero cents)</u> and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of	March 17, 2015
By March 272	By Liberty Mutual Insurance Company By Leather (adalle)
Mark T. Hickman By	Type Name <u>Heather Saltarelli</u>
Title	Its Attorney in Fact "Surety"
"Contractor"	
(Corporate Seal)	(Corporate Seal)

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

ACKNOWLEDGMENT
State of California County ofSan Bernardino)
On MAR 1 8 2015 before me, Megan Nadalet, Notary Public (insert name and title of the officer)
personally appeared <u>Mark T. Hickman</u> , 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 MACH (Seal)

#### **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 Ca	alifornia		)
County of	Orange		)
On	MAR 1 7 2015	before me,	K. Luu, Notary Public
	Date		Here Insert Name and Title of the Officer
personally	appeared	·····	Heather Saltarelli
			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 be/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.

K. LUU Commission # 1955906 Notary Public - California Orange County My Comm. Expires Nov 6, 2015

**Description of Attached Document** 

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL** '

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

*				
Title or Type of D	ocument:	Document Date:		
Number of Pages	Signer(s) Other Tha	in Named Above: _		
Capacity(ies) Clai	med by Signer(s)			
Signer's Name:		Signer's Name:		
Corporate Office	er — Title(s):	Corporate Officer — Title(s):		
🗆 Partner — 🗍 Lir	mited 🖾 General	Partner - Limited General		
Individual	X Attorney in Fact	Individual	Attorney in Fact	
Trustee	Guardian or Conservator	Trustee	Guardian or Conservator	
Other:		Other:		
Signer Is Represen	ting:	Signer Is Repre	senting:	

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Executed in Four (4) Counterparts

Bond Number: 24060826 Premium: Included in Performance Bond

## **Payment Bond**

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

The makers of this Bond are <u>Matich Corporation</u>, \_\_\_\_\_\_, as Principal and Original Contractor and <u>Liberty Mutual Insurance Company</u>, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for <u>\$240,000.00</u> (<u>Two hundred forty thousand dollars and zero cents</u>), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of <u>Highland Springs Avenue Resurfacing Project</u>, <u>Brookside Avenue to Cherry Valley Boulevard</u>, <u>Community of Cherry Valley, Project No. C1-0582</u>.

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

Dated: March 17, 2015

Liberty Mutual Insurance Company Surety

Heather Saltarelli Its Attorney In Fact

Matich Corporation Original Contractor – Principal

Mark T. Hickman

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

COUNTY OF

eal) (Corporate Seal) See Attached Notary Acknowledgment for Surety

ss. SURETY'S ACKNOWLEDGEMENT

WITNESS my hand and official seal.

STATE OF

Signature of Notary Public

Notary Public (Seal)

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

ACKNOWLEDGMENT	ACKNOWLEDGMENT					
State of California County of San Bernardino)						
On MAR 1 8 2015 before me, Megan Nadalet, Notary Pu (insert name and title of the	blic officer)					
personally appeared <u>Mark T. Hickman</u> who proved to me on the basis of satisfactory evidence to be the person(s) who subscribed to the within instrument and acknowledged to me that he/she/they e his/her/their authorized capacity(ies), and that by his/her/their signature(s) on th person(s), or the entity upon behalf of which the person(s) acted, executed the i I certify under PENALTY OF PERJURY under the laws of the State of California paragraph is true and correct.	xecuted the same in le instrument the instrument.					
WITNESS my hand and official seal.	N NADALET JUBLIC - CALIFORNIA NARDINO COUNTY Expires Oct. 5, 2015					

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

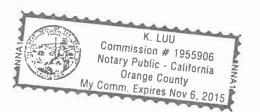
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Ca	alifornia		)
County of	Orange		)
On	MAR 1 7 201	before me,	K. Luu, Notary Public
	Date		Here Insert Name and Title of the Officer
personally	appeared		Heather Saltarelli
			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 be/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.

Signature



**Description of Attached Document** 

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 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.

Title or Type of Docum	nent:	Document Date:			
Number of Pages:	Signer(s) Other Tha	an Named Above:			
Capacity(ies) Claimed	by Signer(s)				
Signer's Name:		Signer's Name:			
Corporate Officer	Title(s):	Corporate Of	Corporate Officer - Title(s):		
🔄 Partner — 🗇 Limited			Limited General		
Individual X At	torney in Fact	Individual	Attorney in Fact		
Trustee	uardian or Conservator		Guardian or Conservator		
Other:					
Signer Is Representing:		Signer Is Repre	senting:		

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No. 6648577 American Fire and Casualty Company Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Rachelle Rheault; Rhonda C. Abel all of the city of Newport Beach, state of CA\_\_\_\_\_each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of July 2014 To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. American Fire and Casualty Company NS NSI. The Ohio Casualty Insurance Company Liberty Mutual Insurance Company 1906 1010 1912 1991 West American Insurance Company By: David M. Carey, Assistant Secretary STATE OF PENNSYLVANIA SS COUNTY OF MONTGOMERY On this 18th day of July ., 2014 , before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my mame and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. ALSA ASTE COMMONWEALTH OF PENNSYLVANIA OHMONWE Notarial Seal U. Teresa Pastella, Notary Public Plymouth Twp., Monigomery County esa Pastella . Notary Public OF My Commission Expires March 28, 2017 Momber, Pannsylvania Association of Notarias This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I. Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

day of IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

1991

1912

Gregory W. Davenport, Assistant Secretary

1906

1919

. 20

Interest rate or residual value guarantees.

note, loan, letter of credit,

mortgage,

Not yated

#### CALIFORNIA DEPARTMENT OF INSURANCE

#### Company Profile Company Search

Company Information

Old Company

Information NAIC Group List

Agent for Service Reference

Lines of Business Workers'

Compensation Complaint and

Action/Appeals **Contact Information** 

**Financial Statements** 

Annual Statements

Request for

Quarterly Statements Company Complaint Company Performance & Comparison Data Company Enforcement Action Composite **Complaints Studies** 

PDF's

Names

Company Search Results

**COMPANY PROFILE** 

#### **Company Information**

LIBERTY MUTUAL INSURANCE COMPANY

**175 BERKELEY ST** BOSTON, MA 02116 800-526-1547

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

KARISSA LOWRY C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO CA 95833

#### **Reference Information**

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

**NAIC Group List** 

View Financial

Disclaimer

Representative In Your Area

Additional Info Find A Company back to top

NAIC Group #:

0111 LIBERTY MUT GRP

#### **Lines Of Business**

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

#### AIRCRAFT AUTOMOBILE BOILER AND MACHINERY BURGLARY COMMON CARRIER LIABILITY CREDIT DISABILITY FIRE LIABILITY MARINE

MISCELLANEOUS

- PLATE GLASS
- SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

										3/16/2	015
	CERTIFICA BELOW.	TIFICATE IS ISSUED AS A M TE DOES NOT AFFIRMATI THIS CERTIFICATE OF INS NTATIVE OR PRODUCER, AN	VEL) URA	Y OR NCE	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	E POLICIES
l t	he terms a	IT: If the certificate holder i and conditions of the policy, holder in lieu of such endors	certa	ain p	olicies may require an er						
	DUCER		01110	111(0)		CONTAC NAME:	<sup>ΣT</sup> Diane V	Veller			
		ince Services, Inc.					, Ext): 949-75		FAX	949-7	56-2713
		Street, Suite 200				E-MAIL	, ext): o to re	alliant.com	(A/C, No		002110
INE	мроп веа	ich CA 92660-2436				ADDRE					NAIC #
						INCUDE			al Insurance Corp		24139
	URED								· · ·		16691
I	tich Corpo	oration				······································				10031	
159	96 Harry S	Shepard Blvd.				INSURE					
San Bernardino CA 92408			INSURE								
						INSURE					
COVERAGES CERTIFICATE NUMBER: 283734784			NUMPER. 28373/78/	INSURE	K F :						
	VERAGE	CERTIFY THAT THE POLICIES				/F BEE	N ISSUED TO		REVISION NUMBER:		ICY PERIOD
	NDICATED. CERTIFICAT	NOTWITHSTANDING ANY RE TE MAY BE ISSUED OR MAY F S AND CONDITIONS OF SUCH I	QUIR PERT	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER D	DOCUMENT WITH RESP D HEREIN IS SUBJECT	ЕСТ ТО	WHICH THIS
INSF	R			SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
A		MERCIAL GENERAL LIABILITY	X		A1CG43921412			7/1/2015	EACH OCCURRENCE	\$1,000	0,000
		CLAIMS-MADE X OCCUR	21						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,0	000
									MED EXP (Any one person)	\$5,000	
									PERSONAL & ADV INJURY	\$1,000	
	GEN'L AGO	GREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	
	POLIC	PRO-							PRODUCTS - COMP/OP AGG		,
	OTHE									\$	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
A		ILE LIABILITY			A1CA43921412		7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	000
	X ANY A		Х		110/140021412				BODILY INJURY (Per person)	\$	,,000
									BODILY INJURY (Per acciden	) \$	
		NON-OWNED							PROPERTY DAMAGE	\$	
		AUTOS AUTOS							(Per accident)	\$	
В	X UMBR		v		TUE405725708		7/1/2014	7/1/2015		\$25,00	0.000
			Х						EACH OCCURRENCE	\$25,00	
		CLAINIS-MADE							AGGREGATE		,000
A	WORKERS	COMPENSATION \$			A1CW43921412		7/1/2014	7/1/2015	X PER OTH- STATUTE ER	\$	
	AND EMPLO	DYERS' LIABILITY RIETOR/PARTNER/EXECUTIVE		Х			/ 1/2011	1, 1, 2010		e1.000	000
	OFFICER/M	EMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT	\$1,000	
	(Mandatory If yes, descr	ibe under							E.L. DISEASE - EA EMPLOYE		
	DESCRIPTI	ON OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000	1,000
Re: Bro The dire and	: Matich Jookside Ave County of ectors, offi d appointe	DERATIONS / LOCATIONS / VEHICL ob No. 15-011, Contract No /enue to Cherry Valley Bou of Riverside, its directors, or icers, elected and appointed officials, employees, age rimary and Non-Contributor	o. C1 leva fficei d offi nts.	-058 rd, C rs, el icials and	32, County of Riverside community of Cherry Val lected and appointed off s, employees, agents, ar representatives are namediated and the second representatives are namediated and the second representativ	Fransp ley. icials, nd repr ned as	ortation – H employees, esentatives Additional I	lighland Spr agents, and ; City of Bea nsured with	ings Avenue Resurfa d representatives; City aumont, its directors, respect to General Li	of Bar officers, ability a	nning, its , elected and Auto
	DTIELOAT					CANC	ELLATION				
CERTIFICATE HOLDER County of Riverside, Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
						Re	Lac	Nulle	K		

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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
As Per Written Contract.	
nformation required to complete this Schedule, if not sho	wn 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:

- 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.

Dine Neller

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 shown in the Declarations;

#### whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Diene Weller

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
As per written contract but only when coverage for completed operations is specifically required by that contract.	
Information required to complete this Schedule, if not sh	own 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:

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

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

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

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Diane Weller

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Designated Construction Project(s):** All of your designation construction projects where required by written contract.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- **3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

Diane Neller

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- **D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Dine Neller

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### Name of Additional Insured Person(s) Or Organization(s):

Location(s) of Covered Operations

As required by written contract.

As required by written contract:

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Matich Corporation			
Policy Number	A1CG43921412	Endorsement No.		
Policy Period	7/1/14-7/1/15 <sup>to</sup>	Endorsement Effective Date:	see certificate	
Producer's Name:	Alliant Insurance Services, Inc.			
Producer Number:				

Diane Weller

see certificate

AUTHORIZED REPRESENTATIVE

DATE

CG EN GN 0029 09 06

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

#### SCHEDULE

Name Of Person Or Organization:

Where required by written contract.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Diene Weller

POLICY NUMBER: A1CA43921412

COMMERCIAL AUTO CA 20 01 03 06

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS 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:	Matich Corporation
Endorsement Effe	sctive Date: see certificate
	Countersignature Of Authorized Representative
Name: Diane Welle	37
Title: VP	

Diese Weller Signature:

Date: see certificate

#### SCHEDULE

Policy Number: A1CA43921412	Effective Date: 7/1/14
Expiration Date: 7/1/15	
Named Insured: Matich Corporation	
Address: 1596 Harry Shepard Blvd., S	San Bernardino, CA 92408
Additional Insured (Lessor): WHERE REQUIRED BY WRITTEN CONTRACT	T OR LEASE AGREEMENT. **SEE CADEC00020908-ITEM THREE

Coverages	Limit Of Insurance				
Liability	\$ 1,000,000	Each "Accident"			
	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus				
Comprehensive	\$ **	Deductible For Each Covered "Leased Auto"			
	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus				
Collision	\$	Deductible For Each Covered "Leased Auto"			
	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus				
Specified Causes Of Loss	\$	Deductible For Each Covered "Leased Auto"			

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

#### A. Coverage

- 1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, Who is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Diene Weller

ISO Properties, Inc., 2005

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

### **B. Loss Payable Clause**

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

### C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Diane Weller

O ISO Properties, Inc., 2005

# 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:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS 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: Matich Corporaiton

Endorsement Effective Date: see certificate

### SCHEDULE

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

Where required by written contract.

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

The **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.

Diene Neller

# OLD REPUBLIC GENERAL INSURANCE CORPORATION WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY 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:

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

All persons and/or organizations that are required by written contract or agreement with the insured, executed prior to the accident or loss.

The premium charge for this endorsement is \$0.00

Named Insured	Matich Corporation				
Policy Number	A1CW43921412	Endorsement No.			
Policy Period	7/1/14-7/1/15 <sup>to</sup>	Endorsement Effective Date:	see certificate		
Producer's Name:	Alliant Insurance Services, Inc.				
Producer Number:					

Diane Weller

see certificate

AUTHORIZED REPRESENTATIVE

DATE

WC 99 03 15 (01/07)

ORIGINAL COPY

0410834 GREAT AMERICAN INSURANCE CO

TAU 9501 (Ed. 11 97)

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GREATAMERICAN
INSURANCE GROUP

Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

Policy No. TUE 4-05-72-57 - 08 Renewal Of TUE 4-05-72-57 - 07

## EXCESS LIABILITY POLICY DECLARATIONS

ITEM 1. NAMED INSURED AND MAILING ADDRESS: MATICH CORPORATION 1596 HARRY SHEPARD BOULEVARD SAN BERNARDINO, CA 92408	ITEM 2. POLICY PERIOD: 12:01 A.M. Standard Time at the mailing address of the Named Insured shown at left. From 07-01-2014 To 07-01-2015

AGENT'S NAME AND ADDRESS:

NEWPORT BEACH, CA 92660

ALLIANT INSURANCE SERVICES

1301 DOVE STREET, SUITE 200

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

Insurance is Afforded by Company indicated below: GREAT AMERICAN INSURANCE COMPANY

(A capital stock corporation)

ITEM 3. POLICY PREMIUM: \$ 107,792. PREMIUM BASIS: (X) Flat (	Ś	OLICY MINIMUM PREMIUM: 26,948.
ITEM 4. LIMITS OF INSURANCE: The Company's Liability under t following limit: 100 percen Insurance stated in Item 5. of greater than: \$ 25,000,000. Each Occurrence \$ 25,000,000. Aggregate Limit	t of "loss" exces the Declarations,	s of Underlying but for no
ITEM 5. SCHEDULE OF UNDERLYING INSURANC	E:	
First Underlying Insurance Policy Insurer, Policy No., Policy Period SEE ATTACHED GAI 6003-SCHEDULE A- SCHEDULE OF UNDERLYING POLICIES	Applicable L \$ GA16003 \$ GA16003	imit Each Occurrence Aggregate Limit (where applicable)
Other Underlying Insurance (Excess of First Underlying Insurance Policy) N/A	Applicable L \$ N/A \$ N/A	imit Each Occurrence Aggregate Limit (where applicable)
ITEM 6. FORMS AND ENDORSEMENTS applicab of this policy at time of issue Endorsements Schedule, TAU 9997	are listed on the	e Forms and made part e attached Forms and
Countersigned By		

### CALIFORNIA **DEPARTMENT OF INSURANCE**

### **Company Profile** Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service Reference Information NAIC Group List Lines of Business Workers' Compensation Complaint and Request for

Action/Appeals

Financial Statements

Annual Statements

PDF's

Quarterly Statements Company Complaint Company Performance & Comparison Data Company Enforcement Action Composite **Complaints Studies** Additional Info Find A Company Representative In

Contact Information

**COMPANY PROFILE** 

### **Company Information**

#### **OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**307 N MICHIGAN AVE 17TH FL** CHICAGO, IL 60601-5382 800-766-5673

Old Company Names	Effective Date
INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY	12/14/2006
MOTORISTS BENEFICIAL INSURANCE COMPANY	04/21/1982
Agent For Service	

KARISSA LOWRY C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE 150N SACRAMENTO CA 95833

#### **Reference Information**

NAIC #:	24139
California Company ID #:	1800-2
Date Authorized in California:	06/30/1965
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

View Financial Disclaimer

Your Area

back to top

**NAIC Group List** 

NAIC Group #:

OLD REPUBLIC GRP

#### **Lines Of Business**

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

0150

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

Company Profile Company Search

Company Information

Old Company

Request for Action/Appeals

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Company Search Results

### CALIFORNIA DEPARTMENT OF INSURANCE

COMPANY PROFILE

**Company Information** 

**GREAT AMERICAN INSURANCE COMPANY** 

301 E. FOURTH STREET CINCINNATI, OH 45202-4201 800-972-3008

Old Company Names	Effective Date
AMERICAN CONTINENTAL INSURANCE COMPANY	12/06/1976
MANUFACTURERS & MERCHANTS INDEMNITY CO.	09/05/1956
SELECTIVE INSURANCE COMPANY	06/15/1972
Agent For Service	

NANCY FLORES C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES CA 90017

#### **Reference Information**

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

back to top

**NAIC Group List** 

NAIC Group #:

0084 American Financial Grp

#### **Lines Of Business**

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

AIRCRAFT

AUTOMOBILE BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

- CREDIT
- DISABILITY
- FIRE
- LIABILITY
  - MARINE

MISCELLANEOUS

- PLATE GLASS
- SPRINKLER
- V SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

## Bid

# Date: March 4, 2015

To: County of Riverside, hereafter called "County";

Bidder: Matich Corporation

(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of <u>Highland Springs Avenue Resurfacing Project, Brookside Avenue to Cherry Valley</u> <u>Boulevard, Community of Cherry Valley, Project No. C1-0582</u> hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

## Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard Community of Cherry Valley Project No. C1-0582

### PROPOSAL

ITEM No.	ITEM CODE	ITEM		ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	1500-	1500-
2	074020	WATER POLLUTION CONTROL	LS	1	2400-	2400
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	11,000	11,620-
4	170101	DEVELOP WATER SUPPLY	LS	1	1,400-	1,400
5	160101	CLEARING AND GRUBBING	LS	1	27,400-	27,400-
6	190101	ROADWAY EXCAVATION	СҮ	1,100	20-	22,000
7	190185	SHOULDER BACKING		1,600	260	4,160-
8	390129	HOT MIX ASPHALT (YPE C)		2,460	5440	133,824-
9	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")		50	12-	600
10	017306	MINOR CONCRETE (CURB RAMP) (CRS 403)		2	5,000	5,000
11	566011	ROADSIDE SIGN - ONE POST		1	514-	514-
12	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	220	519	1122-
13	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	4,000	050	2000
14	850102	PAVEMENT MARKER (REFLECTIVE)		60	3-	180-
15	015602	FUNDING AWARENESS SIGN	EA	2	950	1,900
16	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	20,000.00	20,000.00

PROJECT TOTAL: TWO HUMdred Forty thoysand pollars and wo lewis \$240,000 \$240,000

B2

# **Bidder Data and Signature**

Name of Bidder: Ma	atich Corporation
Type of organization: <b>_Cor</b>	poration
Person(s) authorized to sign	for Bidder: See Attached Corporate Resolution
secretary, treasurer and manag If Bidder is a <b>Co-Partnership</b> , firm. If Bidder is a sole proprietorsh	ate legal name of Corporation and also names of the president, vice-president, ger thereof. state true name of firm and also names of all individual co-partners composing hip or an <b>Individual</b> , state first and last name(s) in full. her than an owner, partner or corporate officer, Bid shall be accompanied by a
Business Street Address:	1506 Horse Channeyd Divd
Dusiness Street Address.	1596 Harry Sheppard Blvd.
Dusiness Street Address,	(Please include business address even if P.O. Box is used.)
Business City, State, Zip Co	(Please include business address even if P.O. Box is used.)
	(Please include business address even if P.O. Box is used.)
Business City, State, Zip Co	(Please include business address even if P.O. Box is used.) San Bernardino, CA 92408 P.O. Box 10 Highland, CA 92346
Business City, State, Zip Co P.O. Box- Number: P.O. Box- City, State, Zip Co	(Please include business address even if P.O. Box is used.) San Bernardino, CA 92408 P.O. Box 10 Highland, CA 92346
Business City, State, Zip Co P.O. Box- Number: P.O. Box- City, State, Zip Co Phone: <b>90938</b>	(Please include business address even if P.O. Box is used.) ode: <u>P.O. Box 10</u> ode: Highland, CA 92346
Business City, State, Zip Co P.O. Box- Number: P.O. Box- City, State, Zip Co Phone: (909)38 Facsimile: (909)38	(Please include business address even if P.O. Box is used.) ode: <u>P.O. Box 10</u> ode: <u>Highland, CA 92346</u>
Business City, State, Zip Co P.O. Box- Number: P.O. Box- City, State, Zip Co Phone: (909)38 Facsimile: (909)38	(Please include business address even if P.O. Box is used.) ode: San Bernardino, CA 92408 P.O. Box 10 Highland, CA 92346 32-7400 32-0113 @matichcorp.com
Business City, State, Zip Co P.O. Box- Number: P.O. Box- City, State, Zip Co Phone: (909)38 Facsimile: (909)38 E-mail: mhickman(	(Please include business address even if P.O. Box is used.) ode: San Bernardino, CA 92408 P.O. Box 10 Highland, CA 92346 32-7400 32-0113 @matichcorp.com

### **CORPORATE RESOLUTION**

At a meeting of the Board of Directors of MATICH CORPORATION, a California Corporation duly called and held on the 11th day of March, 2014, a quorum being present, the following RESOLUTION was adopted:

"Resolved, the Corporate Officers for Matich Corporation are

PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Randall S. Valadez
VICE PRESIDENT – ENGINEERING	Robert M. Matich
VICE PRESIDENT – ESTIMATING	Mark T. Hickman

FURTHER RESOLVED, that the above listed Corporate Officers are duly authorized to sign documents (bids, contracts, etc.) as may be necessary on behalf of MATICH CORPORATION

I, Randall S. Valadez, Secretary of MATICH CORPORATION have compared the foregoing RESOLUTION with original thereof, as it appears on the records of the Board of Directors of said company, and do so certify that the same is a true and correct transcript there from, and of the whole said original RESOLUTION.

I further certify that said RESOLUTION has not been amended or revoked and is still in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand as such Secretary this 11th day of March, 2014.

Randall S. Valadez, Secretary

# **Bidder Data and Signature (continued)**

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

## **Highland Springs Avenue Resurfacing Project** Brookside Avenue to Cherry Valley Boulevard **Community of Cherry Valley** Project No. C1-0582

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page B1 of this Bid.

Mark 25.

Signature:

 $\mathbf{x}_{i}^{i}$ 

Name (printed):

Mark T. Hickman

Title:

Vice President

"Contractor"

# Subcontractor List

Bidder/Contractor submits the following complete list of each Subcontractor who will perform work, labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid or \$10,000 whichever is greater.

Check box on right side of row if any construction item, for the listed Subcontractor, is partial work. If partial work is to be performed within a certain construction item or trade, the Bidder/Contractor shall specify the portion(s) of the work to be performed by the different subcontractors or Bidder/Contractor will be subject to provisions of Public Contract Code Section 4106.

### Name of Bidder (Prime/General Contractor): \_\_\_\_Matich Corporation

	Subcontractor Name	License Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	CAL STRIPE	685387	COLTON, CA	11, 12, 13, 14, 15	
2.	PAVEMENT RECYCLING SYSTEMAS MH				
3.	LINDY' COLD PVANING	154500	LA HABPA, CA	6	V
4.					
5.					
6.					
7.					

(If applicable, check box.)

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

# Percent of work to be performed by Subcontractors: 6 %

Note: A minimum of 50% of the work is required to be performed by the prime/general Contractor.

V.110613

## **Non-Collusion Declaration**

### To be executed by bidder and submitted with bid. (Title 23 United States Code Section 112 and Public Contract Code Section 7106)

The undersigned declares:

I am the	Vice President	(Title) of	Matich Corporation	(Company),
the party ma	king the foregoing bid.			

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

March	Month) 4 (Day) of 2015 (Year),
at San Bernarduno	(City), <u>California</u> (State).
Signature of Declarant:	Mark 2 At
Printed name of Declarant:	Mark T. Hickman
Name of Bidder (Company):	Matich Corporation
Title or Office:	Vice President

Note: Notarization of signature required.

Check box if attachment is included.

ACKNOWLEDGMENT				
State of California County of San Bernardino)				
On March 4,2015 before me, Megan Nadalet, Notary Public (insert name and title of the officer)				
personally appeared <u>Mark T. Hickman</u> , 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 AMAMAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA				

## **Iran Contracting Act**

(Public Contract Code sections 2200-2208)

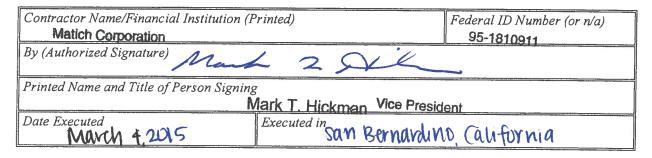
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

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

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

### **Option #1 – Certification**

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



### **Option #2 – Exemption**

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

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

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

Matich Corporation

Patricia Romo, P.E. Assistant Director of Transportation



Juan C. Perez, P.E., T.E. Director of Transportation and Land Management



# **Transportation Department**

**ADDENDUM NUMBER 1** 

Dated February 27, 2015 to the Specifications and Contract Documents for the construction of

Highland Springs Avenue Resurfacing Project Brookside Avenue to Cherry Valley Boulevard Community of Cherry Valley Project No. C1-0582

**Bids Due:** 

Wednesday, March 4, 2015; 2:00 p.m. 14<sup>th</sup> Street Transportation Annex 3525 14<sup>th</sup> Street; Riverside, CA 92501 (951) 955-6780

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid (Proposal). Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

Note: During the advertisement period of this project, this document and attachments (if any) are available upon request at the office of the Transportation Department, and are available as a free download at the Transportation Department's website:

http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids

# **MODIFICATIONS / CLARIFICATIONS TO THE CONTRACT DOCUMENTS:**

# Item 1: Registration with the Department of Industrial Relations (DIR)

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

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

Prepared by: Joel Jiménez, PE; Senior Civil Engineer; Contracts/Bidding Unit

Acknowledged:

Date: March 4, 2015

JRJ:jrj

Mark T. Hickman 3525 14<sup>TH</sup> Street · Riverside, CA 92501 · (951) 955-6800 P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3164

## Bid Bond

 Recitals:
 1.
 Matich Corporation
 "Contractor", has submitted

 his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for
 Highland Springs Avenue Resurfacing Project, Brookside Avenue to Cherry Valley Boulevard,

 Community of Cherry Valley, Project No. C1-0582 in accordance with a Notice Inviting Bids from the

 County.

2. Liberty Mutual Insurance Company a <u>Massachusetts</u> corporation, hereafter called "Surety", is the surety of this bond.

### Agreement:

We, Contractor as Principal and Surety as Surety, jointly and severally agree and state as follows:

- 1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of County.
- 2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Contract and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
- 3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
- 4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: _ Signature	February 20, 2015 es:		
Libe	erty Mutual Insurance Company		Matich Corporation
By:	eather attaree.	By:	March 2 Al
Title:	Heather Saltarelli Attorney in Fact	Title:	Mark T. Hickman Vice President
	"Surety"		"Contractor"
STATE	OF SEE ATTACHED NO	TARY	ACKNOWLEDGMENT FOR SURETY
COUNT OF	Y	}	ss. SURETY'S ACKNOWLEDGEMENT
On	t:	before m	ne, personally
appeared,		known	to me, or proved to me on the basis of satisfactory evidence,
to be the p same in hi	erson whose name is subscribed to the s/her authorized capacities, and that I	e within in by his/her	strument and acknowledged to me that he/she executed the signature on the instrument the person, or the entity upon

WITNESS my hand and official seal.

behalf of which the person acted, executed the instrument.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both Contractor and Surety with corporate seal affixed. <u>All</u> signatures must be notarized. (Attach acknowledgements).

ACKNOWLEDGMENT				
State of California County of San Bernardino)				
On March 4, 2015 before me, Megan Nadalet, Notary Public (insert name and title of the officer)	-			
personally appeared <u>Mark T. Hickman</u> 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 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.	in			
WITNESS my hand and official seal. Signature MEGAN NADALET (Seal)	A A A A A A A A A A A A A A A A A A A			

### 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		)
Orange		)
FEB 20 2015	before me,	K. Luu, Notary Public
Date		Here Insert Name and Title of the Officer
appeared		Heather Saltarelli
		Name(s) of Signer(s)
	Orange FEB 2 0 2015 Date	Orange FEB 2 0 2015 before me, Date

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 be/she/tixey executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**Description of Attached Document** 

- 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.

Title or Type of Docume	nt:	Docu	ment Date:
Number of Pages:	Signer(s) Other Tha	n Named Above: _	
Capacity(ies) Claimed b			
Signer's Name:		Signer's Name:	
Corporate Officer - T	tle(s):	Corporate Of	ficer – Title(s):
🛛 Partner - 🗇 Limited	General	Partner -	Limited General
Individual 🛛 🛛 🕮 Atte	prney in Fact	Individual	Attorney in Fact
Trustee 🔲 Gua	ardian or Conservator		Guardian or Conservator
Other:			
Signer Is Representing:		Signer Is Repre	senting:

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EST on any business day.

ca

Power of Attorney

To confirm the validity of units i contained 4:30 pm 1-610-832-8240 between 9:00 am and 4:30 pm

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No. 6648497 American Fire and Casualty Company Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company **POWER OF ATTORNEY** KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \_\_\_Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Rachelle Rheault; Rhonda C. Abel all of the city of Newport Beach, state of CA\_\_\_\_\_\_each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed 2014 thereto this 18th day of July American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company 1906 1919 1912 1991 West American Insurance Company guarantees. By David M. Carey, Assistant Secretary STATE OF PENNSYLVANIA SS COUNTY OF MONTGOMERY On this 18th day of July , 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, interest rate or residual value execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my manae and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. PASTE RESA COMMONWEALTH OF PENNSYLVANIA ONMONNEP Notarial Seal Toresa Pastella Notory Public 4 Plymouth Twp., Monigomery County esa Pastella . Notary Public OF My Commission Expires March 28, 2017 Member, Pennsylvania Association of Notarios This Power of Attorney is made and executed our suart to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective rate. powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. currency ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president. and subject to such limitations as the chairman or the president may prescribe, shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attomes-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I. Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_ day of



Not valid for mortgage, note, loan, letter of credit,

W. Davenport, Assistant Secretary

Page	1	of	1
I age	1	UI.	х.

#### CALIFORNIA **DEPARTMENT OF INSURANCE** COMPANY PROFILE **Company Profile** Company Search **Company Information** Company Search Results LIBERTY MUTUAL INSURANCE COMPANY Company Information **175 BERKELEY ST** Old Company BOSTON, MA 02116 800-526-1547 Names Agent for Service Reference **Old Company Names Effective Date** Information NAIC Group List Agent For Service Lines of Business KARISSA LOWRY Workers' 2710 GATEWAY OAKS DRIVE Compensation Complaint and SUITE 150N SACRAMENTO CA 95833 Request for Action/Appeals **Contact Information Reference Information** Financial Statements PDF's NAIC #: 23043 Annual Statements Quarterly California Company ID #: 1022-3 Statements Company Complaint Date Authorized in California: 08/30/1929 Company License Status: UNLIMITED-NORMAL Performance & Comparison Data Company Type: Property & Casualty Company Enforcement Action State of Domicile: MASSACHUSETTS Composite **Complaints Studies** back to top Additional Info Find A Company Representative In **NAIC Group List** Your Area View Financial LIBERTY MUT GRP NAIC Group #: 0111 Disclaimer Lines Of Business The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary. AIRCRAFT AUTOMOBILE BOILER AND MACHINERY BURGLARY COMMON CARRIER LIABILITY CREDIT DISABILITY FIRE LIABILITY MARINE MISCELLANEOUS PLATE GLASS SPRINKLER SURETY $\checkmark$ TEAM AND VEHICLE WORKERS' COMPENSATION back to top © 2008 California Department of Insurance