

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

203 A



FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 2/5/15  
 Departmental Conference

**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
January 26, 2015

**SUBJECT:** 66th Avenue, Harrison Street, and Tyler Street Resurfacing Project in the Thermal and Oasis Communities of the Coachella Valley. 4<sup>th</sup> District; [\$829,574]; Local Funds 100%

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

1. Accept the low bid of Match Corporation of San Bernardino, CA in the amount of \$829,574; and
2. Award the contract to Match Corporation and authorize the Chairman of the Board to execute the contract documents; and
3. Approve the project's proposed budget as shown on Attachment "A."

Patricia Romo  
Assistant Director of Transportation  
for Juan C. Perez  
Director of Transportation and Land Management

JCP:jj:rr

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 829,574	\$ 0	\$ 829,574	\$ 0	
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>

**SOURCE OF FUNDS:** Measure A/Coachella Valley (100%). There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 2014/2015

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** March 10, 2015  
**xc:** Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 BY:   
 Deputy

Prev. Agn. Ref.: 12/02/14, Item 3-17

District: 4

Agenda Number:

3-43

☐ Positions Added  
☐ Change Order  
☐ A-30  
☐ 4/5 Vote

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** 66th Avenue, Harrison Street, and Tyler Street Resurfacing Project in the Thermal and Oasis Communities of the Coachella Valley. 4<sup>th</sup> District; [\$829,574]; Local Funds 100%  
**DATE:** January 26, 2015  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

By Minute Order dated December 2, 2014 (Agenda Item 3-17), the Board of Supervisors authorized the Clerk of the Board to advertise for the construction of 66th Avenue, Harrison Street, and Tyler Street Resurfacing Projects in the Thermal, and Oasis communities of the Coachella Valley.

Six bids were received on December 17, 2014, ranging from \$829,574 to \$1,019,070. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Matich Corporation of San Bernardino, CA in the amount of \$829,574, which is \$100,426 (10.8%) below the Engineer's Estimate.

The road segments included are as follows:

Road	Segment Location	Length
66th Avenue	Van Buren Street to Harrison Street	0.95 mile
Harrison Street	Northwesterly Pierce Street 0.38 Mile to Southerly Pierce Street 0.21 Mile	0.55 mile
Tyler Street	Northerly 66th Avenue 0.46 Mile to Northerly 66th Avenue 1 Mile	0.52 mile

The roads are classified as "rural collectors" with some truck traffic from local farms and businesses in the area. Various sections of road within these road segments have moderate damage with some alligator cracking and block cracking, which is normally caused by heavy wheel loads and thermal effects, and are in need of repair.

The project will resurface these road segments to provide the public with smooth, paved roadways that will improve the safety and efficiency of vehicular traffic.

The construction duration set for this project is approximately two months, and construction is anticipated to be completed by June 2015.

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 Numbers: C3-0059, C3-0061, and C3-0063

**Impact on Residents and Businesses**

This project will benefit the area by significantly improving the existing infrastructure, preserving and extending the service life, as well as providing upgrades to enhance safety.

The work will be phased to keep the roads open during construction.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The contract is recommended to be awarded to Matich Corporation for the total amount of \$829,574. The project is funded with Measure A/Coachella Valley funds.

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

# Form 11 Attachment

## Contract/Lease/Purchase Summary Data

### ☒ Contract (for Services)

- ☐ Approval/Renewal
- ☐ Sole Source
- ☐ Personal Services
- ☐ Independent Contractor
- ☐ Other than Low Bid
- ☐ Change Order
- ☒ Public Works

### ☐ Lease

- ☐ Approval/Renewal
- ☐ Multi-Year Lease
- ☐ Equipment
- ☐ Real Property
- ☐ Change Order

### ☐ Purchase (for Materials)

- ☐ Sole Source
- ☐ Other than Low Bid
- ☐ Change Order

### Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Matich Corporation
Vendor/Lessor Location:	San Bernardino, CA

### Minority

Status: ☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: ☐ Yes ☐ No ☒ N/A

Local Preference Award Cost \$  
(5% maximum preference)

Local Preference FYTD: Cost \$

# of Orders

Applicable Board Policy #

Comments:

### RFQ/RFP Process:

Date Mailed:  
Response Date:  
# of Responses:  
# of Qualified Responses:

### Bidding Process:

Bid Range: \$829,574.00 to \$1,019,070.00  
Local Bid Range: N/A  
Responsive and  
Responsible Bid Range: \$829,574.00 to \$1,019,070.00

### Contract/Lease Renewals Only

#### Existing Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

#### Proposed Agreement Items

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**

# Attachment "A"

Riverside County Transportation Department

Page 1

Project: **4TH DISTRICT RESURFACING PROJECTS - Award**  
**RESURFACING PROJECTS**

Project No.(s): **66TH AVE (C3-0059)**  
**HARRISON ST (C3-0061)**  
**TYLER ST (C3-0063)**

Expenses as of: 2/11/2015

## Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	5,280		6,000	3,000	6,000
Design	117,243	7,000	125,000	108,000	125,000
Right-of-way					
Utilities					
Construction		829,574	913,000	718,000	913,000
Construction Contingency 10.0%		82,957			
Construction Engineering & Inspection	9,110	130,000	140,000	118,000	140,000
Construction Survey		50,000	50,000	44,000	50,000
<b>Totals:</b>	<b>131,633</b>	<b>1,099,531</b>	<b>1,234,000</b>	<b>991,000</b>	<b>1,234,000</b>

## Project Funding

Code	Name	Existing Budget	Proposed Budget
221	Gas Tax (ABX8-9 Mar 2010 New HUTA)	991,000	\$0
301	Measure A/ Coachella Valley	\$0	1,234,000
<b>Totals</b>		<b>991,000</b>	<b>1,234,000</b>

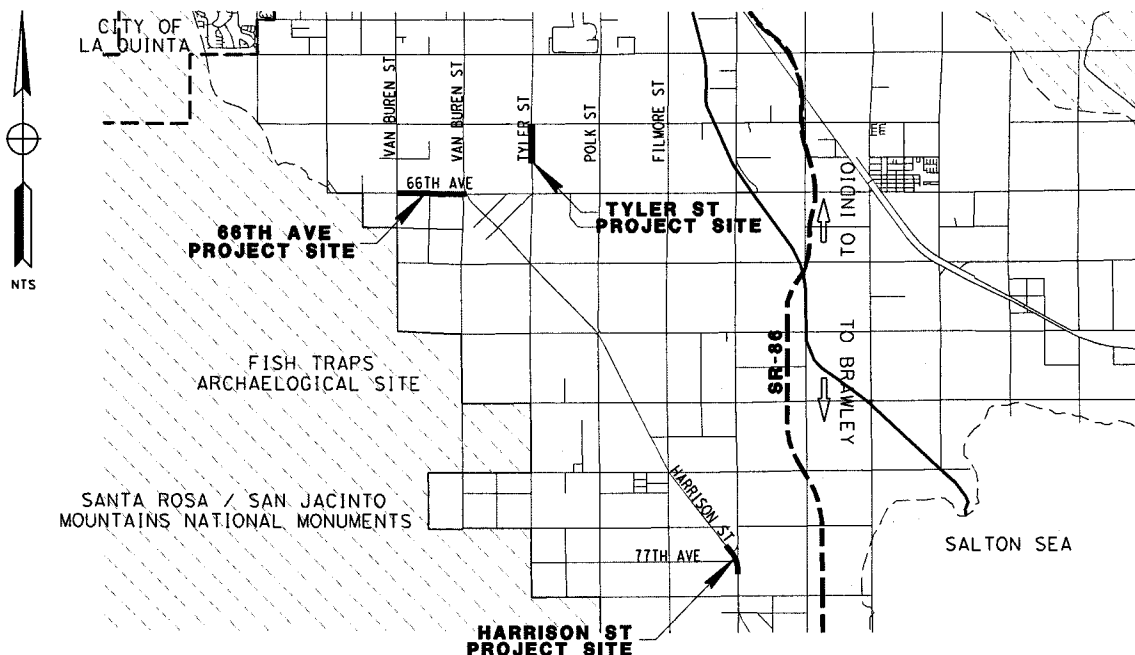
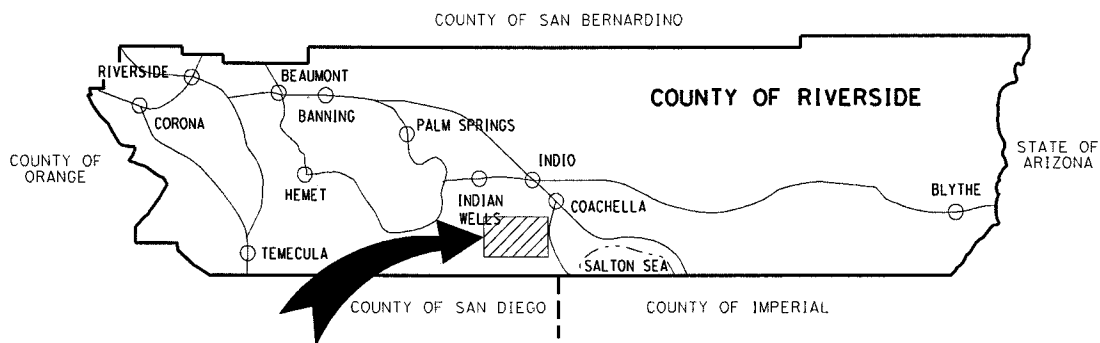
## Comments

UPDATED WITH MATICH BID UNIT COSTS 12-17-14

Printed: February 11,15 9:42 AM

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**66th Avenue, Harrison Street and Tyler Street  
Resurfacing Projects**  
**In the Communities of Thermal and Oasis of the Coachella Valley**  
**Project No. C3-0059, C3-0061 and C3-0063**



**VICINITY MAP**

**66TH AVENUE**  
T. 7S, R. 8E, SECT 7 & 18  
COUNTY ROAD BOOK PAGE NO. 229  
**HARRISON STREET**  
T. 8S R. 8E SEC 11 & 12  
COUNTY ROAD BOOK PAGE NO. 241  
**TYLER STREET**  
T. 7S R. 8E SEC 8 & 9  
COUNTY ROAD BOOK PAGE NO. 229

**Riverside County Transportation Department**  
**Summary of Bids**

Advertised: December 2, 2014 (Agenda Item: 3-17)

Addenda: None

Bids Open: 2:00 p.m. Date: Wednesday, December 17, 2014

PROJECT: 66th Avenue, Harrison Street and Tyler Street

Resurfacing Projects

In the Communities of Thermal and Oasis of the Coachella Valley

PROJECT NO. C3-0059, C3-0061 and C3-0063

BASE BID SCHEDULE					COUNTY'S ESTIMATE			Match Corporation Highland, CA 92346	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	2,000.00	2,000.00	
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00	2,300.00	2,300.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	12,000.00	12,000.00	23,100.00	23,100.00	
4	170101	DEVELOP WATER SUPPLY	LS	1	7,000.00	7,000.00	2,100.00	2,100.00	
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	69,000.00	69,000.00	
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	6	1,500.00	9,000.00	1,200.00	7,200.00	
7	066578	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	6	1,000.00	6,000.00	1,300.00	7,800.00	
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	23,000	3.00	69,000.00	1.25	28,750.00	
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	18,400	2.00	36,800.00	1.10	20,240.00	
10	390130	HOT MIX ASPHALT	TON	6,200	75.00	465,000.00	65.00	403,000.00	
11	013901	ASPHALT RUBBER HOT MIX	TON	2,300	80.00	184,000.00	73.00	167,900.00	
12	190185	SHOULDER BACKING	LF	21,500	2.00	43,000.00	0.75	16,125.00	
13	566011	ROADSIDE SIGN - ONE POST	EA	24	250.00	6,000.00	350.00	8,400.00	
14	151281	SALVAGE ROADSIDE SIGN	EA	24	200.00	4,800.00	36.00	864.00	
15	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	490	10.00	4,900.00	4.50	2,205.00	
16	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	11,000	0.50	5,500.00	0.50	5,500.00	
17	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	5.00	700.00	3.50	490.00	
18	860811	DETECTOR LOOP	EA	1	1,300.00	1,300.00	2,600.00	2,600.00	
19	000003	MISCELLANEOUS DIRECTED WORK	FA	1	60,000.00	60,000.00	60,000.00	60,000.00	
PROJECT TOTAL, ITEMS 1 - 19						930,000.00		829,574.00	

## Summary of Bids

## In the Communities of Thermal and Oasis of the Coachella Valley

BASE BID SCHEDULE					2		3	
					Granite Construction Company Indio, CA 92203		Skanska USA Civil West CA Dist Riverside, CA 92509	
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	1,800.00	1,800.00
2	074020	WATER POLLUTION CONTROL	LS	1	500.00	500.00	18,500.00	18,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	60,197.00	60,197.00	27,000.00	27,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	7,000.00	7,000.00	7,000.00	7,000.00
5	160101	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	6	250.00	1,500.00	800.00	4,800.00
7	066578	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	6	500.00	3,000.00	650.00	3,900.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	23,000	1.50	34,500.00	1.60	36,800.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	18,400	2.00	36,800.00	1.30	23,920.00
10	390130	HOT MIX ASPHALT	TON	6,200	75.00	465,000.00	79.50	492,900.00
11	013901	ASPHALT RUBBER HOT MIX	TON	2,300	90.00	207,000.00	99.50	228,850.00
12	190185	SHOULDER BACKING	LF	21,500	0.80	17,200.00	0.76	16,340.00
13	566011	ROADSIDE SIGN - ONE POST	EA	24	325.00	7,800.00	325.00	7,800.00
14	151281	SALVAGE ROADSIDE SIGN	EA	24	35.00	840.00	35.00	840.00
15	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	490	4.70	2,303.00	4.70	2,303.00
16	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	11,000	0.49	5,390.00	0.49	5,390.00
17	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	3.50	490.00	3.50	490.00
18	860811	DETECTOR LOOP	EA	1	3,000.00	3,000.00	3,030.00	3,030.00
19	000003	MISCELLANEOUS DIRECTED WORK	FA	1	60,000.00	60,000.00	60,000.00	60,000.00
PROJECT TOTAL, ITEMS 1 - 19						918,520.00		946,663.00

**PROJECT: 66th Avenue, Harrison Street and Tyler Street**

## Summary of Bids

**Advertised: December 2, 2014 (Agenda Item: 3-17)**

Addenda: None

**Bids Open: 2:00 p.m.**      **Date: Wednesday, December 17, 2014**

**PROJECT No. C3-0059, C3-0061 and C3-0063**

BASE BID SCHEDULE					4		5			
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Hardy & Harper, Inc. Santa Ana, CA 92705	BID UNIT PRICE	BID ESTIMATE	Medina Construction Jurupa Valley, CA 92509	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1		1,705.00	1,705.00		850.00	850.00
2	074020	WATER POLLUTION CONTROL	LS	1		5,000.00	5,000.00		1,650.00	1,650.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		58,000.00	58,000.00		33,500.00	33,500.00
4	170101	DEVELOP WATER SUPPLY	LS	1		1,000.00	1,000.00		500.00	500.00
5	160101	CLEARING AND GRUBBING	LS	1		16,000.00	16,000.00		8,500.00	8,500.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	6		750.00	4,500.00		600.00	3,600.00
7	066578	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	6		1,000.00	6,000.00		1,500.00	9,000.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	23,000		2.00	46,000.00		1.46	33,580.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	18,400		1.66	30,544.00		1.59	29,256.00
10	390130	HOT MIX ASPHALT	TON	6,200		69.69	432,078.00		83.95	520,490.00
11	013901	ASPHALT RUBBER HOT MIX	TON	2,300		102.00	234,600.00		90.95	209,185.00
12	190185	SHOULDER BACKING	LF	21,500		1.77	38,055.00		2.24	48,160.00
13	566011	ROADSIDE SIGN - ONE POST	EA	24		345.00	8,280.00		325.00	7,800.00
14	151281	SALVAGE ROADSIDE SIGN	EA	24		37.00	888.00		35.00	840.00
15	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	490		5.00	2,450.00		4.70	2,303.00
16	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	11,000		0.50	5,500.00		0.49	5,390.00
17	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140		5.00	700.00		3.50	490.00
18	860811	DETECTOR LOOP	EA	1		3,700.00	3,700.00		3,000.00	3,000.00
19	000003	MISCELLANEOUS DIRECTED WORK	FA	1		60,000.00	60,000.00		60,000.00	60,000.00
		PROJECT TOTAL, ITEMS 1 - 19					955,000.00			978,094.00



**Riverside County Transportation Department**  
**Summary of Bids**

Advertised: December 2, 2014 (Agenda Item: 3-17)

Addenda: None

Bids Open: 2:00 p.m. Date: Wednesday, December 17, 2014

PROJECT: 66th Avenue, Harrison Street and Tyler Street

Resurfacing Projects

In the Communities of Thermal and Oasis of the Coachella Valley

PROJECT No. C3-0059, C3-0061 and C3-0063

BASE BID SCHEDULE		CONTRACT ITEM		UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	Hazard Construction Company San Diego, CA 92121	
ITEM NO.	ITEM CODE								
1	066102	DUST ABATEMENT		LS	1	5,000.00	5,000.00		
2	074020	WATER POLLUTION CONTROL		LS	1	5,000.00	5,000.00		
3	120100	TRAFFIC CONTROL SYSTEM		LS	1	35,000.00	35,000.00		
4	170101	DEVELOP WATER SUPPLY		LS	1	7,000.00	7,000.00		
5	160101	CLEARING AND GRUBBING		LS	1	5,000.00	5,000.00		
6	015602	PROJECT FUNDING IDENTIFICATION SIGN		EA	6	500.00	3,000.00		
7	066578	PORTABLE CHANGEABLE MESSAGE SIGNS		EA	6	1,000.00	6,000.00		
8	011505	GRINDING ASPHALT CONCRETE IN PLACE		SQYD	23,000	2.00	46,000.00		
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT		SQYD	18,400	2.00	36,800.00		
10	390130	HOT MIX ASPHALT		TON	6,200	78.00	483,600.00		
11	013901	ASPHALT RUBBER HOT MIX		TON	2,300	115.00	264,500.00		
12	190185	SHOULDER BACKING		LF	21,500	2.00	43,000.00		
13	566011	ROADSIDE SIGN - ONE POST		EA	24	300.00	7,200.00		
14	151281	SALVAGE ROADSIDE SIGN		EA	24	40.00	960.00		
15	840515	THERMOPLASTIC PAVEMENT MARKING		SQFT	490	5.00	2,450.00		
16	840656	PAINT TRAFFIC STRIPE (2-COAT)		LF	11,000	0.50	5,500.00		
17	850102	PAVEMENT MARKER (REFLECTIVE)		EA	140	4.00	560.00		
18	860811	DETECTOR LOOP		EA	1	2,500.00	2,500.00		
19	000003	MISCELLANEOUS DIRECTED WORK		FA	1	60,000.00	60,000.00		
		PROJECT TOTAL, ITEMS 1 - 19					1,019,070.00		

Riverside County Contract No. 15-01-007

## 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".

### W I T N E S S E T H

#### Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **66th Avenue, Harrison Street and Tyler Street Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061 and C3-0063**, 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 **None**, (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 fifteen (15) calendar days, or as revised in the Special Provisions, of the date stated within the written "Notice to Proceed".

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

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

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

4. Compensation

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

**66th Avenue, Harrison Street and Tyler Street  
Resurfacing Projects  
In the Communities of Thermal and Oasis of the Coachella Valley  
Project No. C3-0059, C3-0061 and C3-0063**

**Contract**

**BASE BID SCHEDULE**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,300.00	2,300.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	23,100.00	23,100.00
4	170101	DEVELOP WATER SUPPLY	LS	1	2,100.00	2,100.00
5	160101	CLEARING AND GRUBBING	LS	1	69,000.00	69,000.00
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	6	1,200.00	7,200.00
7	066578	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	6	1,300.00	7,800.00
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	23,000	1.25	28,750.00
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	18,400	1.10	20,240.00
10	390130	HOT MIX ASPHALT	TON	6,200	65.00	403,000.00
11	013901	ASPHALT RUBBER HOT MIX	TON	2,300	73.00	167,900.00
12	190185	SHOULDER BACKING	LF	21,500	0.75	16,125.00
13	566011	ROADSIDE SIGN - ONE POST	EA	24	350.00	8,400.00
14	151281	SALVAGE ROADSIDE SIGN	EA	24	36.00	864.00
15	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	490	4.50	2,205.00
16	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	11,000	0.50	5,500.00
17	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	3.50	490.00
18	860811	DETECTOR LOOP	EA	1	2,600.00	2,600.00
19	000003	MISCELLANEOUS DIRECTED WORK	FA	1	60,000.00	60,000.00

**PROJECT**

**TOTAL:** "Eight hundred twenty nine thousand, five hundred seventy four dollars and zero cents" **\$829,574.00**  
ITEMS 1-19 "WORDS"

66th Avenue, Harrison Street and Tyler Street  
Resurfacing Projects  
In the Communities of Thermal and Oasis of the Coachella Valley  
Project No. C3-0059, C3-0061 and C3-0063

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

COUNTY OF RIVERSIDE

Matich Corporation

BY: Marion Ashley BY: Mark T. Hickman  
MARION ASHLEY  
Chairman, Board of Supervisors Mark T. Hickman

DATED: MAR 10 2015

TITLE: Vice President  
(If Corporation, affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Megan Nadalet

BY: Kecia Harper-Ihem  
Deputy

TITLE: Megan Nadalet Notary Public

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

License No. 149783

Federal Employer Identification Number:

95-1810911

BY \_\_\_\_\_  
"County"

\_\_\_\_\_  
"Corporation"  
(Seal)

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel DATE 1-28-15  
SYNTHIA M. GUNZEL

### 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

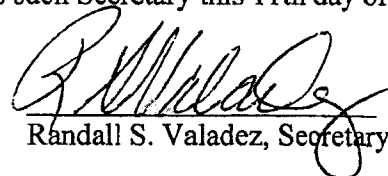
PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Randall S. Valadez
VICE PRESIDENT – ENGINEERING	Robert M. Matich
VICE PRESIDENT – ESTIMATING	Mark T. Hickman

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 a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as **66th Avenue, Harrison Street and Tyler Street Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061 and C3-0063.**
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

### Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$829,574.00 (Eight hundred twenty nine thousand, five hundred seventy four 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 hereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

## Payment Bond

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

The makers of this Bond are Matich Corporation, 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 \$829,574.00 (Eight hundred twenty nine thousand, five hundred seventy four dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting 66th Avenue, Harrison Street and Tyler Street Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061 and C3-0063.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor – Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Notary Public (Seal)

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



## Performance Bond

### Recitals:

1. Matich Corporation (Contractor) has entered into a Contract with COUNTY OF RIVERSIDE (County) for construction of public work known as 66th Avenue, Harrison Street and Tyler Street Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061 and C3-0063.
2. Liberty Mutual Insurance Company, a \_\_\_\_\_ Massachusetts \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

### Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$829,574.00 (Eight hundred twenty nine thousand, five hundred seventy four 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 \_\_\_\_\_ January 8, 2015 \_\_\_\_\_

By \_\_\_\_\_ Matich Corporation \_\_\_\_\_ Liberty Mutual Insurance Company  
By \_\_\_\_\_ *Mark T. Hickman* \_\_\_\_\_ By *Heather Saltarelli* \_\_\_\_\_  
By \_\_\_\_\_ Mark T. Hickman \_\_\_\_\_ Type Name \_\_\_\_\_ Heather Saltarelli \_\_\_\_\_

Its Attorney in Fact  
"Surety"

Title Vice President

"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).

## ACKNOWLEDGMENT

State of California  
County of San Bernardino

On JAN 12 2015 before me, Megan Nadalet, Notary Public  
(insert name and title of the officer)

personally appeared Mark T. Hickman,  
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 

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

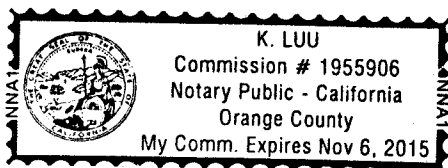
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On JAN 08 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 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 [Handwritten 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.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

# Company Profile



## Company Profile

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Agent for Service

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Company Performance &  
Comparison Data

Company Enforcement Action

Composite Complaints Studies

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Your Area

View Financial Disclaimer

## 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  
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

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### NAIC Group List

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

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Executed in Four (4) Counterparts

Bond Number: 24060765

Premium: Included in Performance Bond

### Payment Bond

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

The makers of this Bond are Matich Corporation, as Principal and Original Contractor and Liberty Mutual Insurance Company, 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 \$829,574.00 (Eight hundred twenty nine thousand, five hundred seventy four dollars and zero cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting 66th Avenue, Harrison Street and Tyler Street Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061 and C3-0063.

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: January 8, 2015

Matich Corporation

Original Contractor – Principal

Liberty Mutual Insurance Company

Surety

By Mark T. Hickman

Mark T. Hickman

By Heather Saltarelli

Heather Saltarelli

Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

See Attached Notary Acknowledgement for Surety

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

}

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

## ACKNOWLEDGMENT

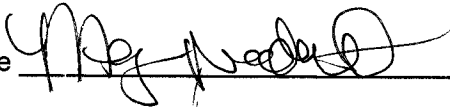
State of California  
County of San Bernardino

On JAN 12 2015 before me, Megan Nadalet, Notary Public  
(insert name and title of the officer)

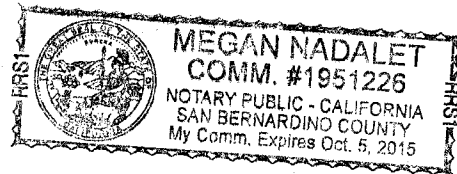
personally appeared Mark T. Hickman,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their 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 

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
 County of Orange )  
 On JAN 08 2015 before me, Jeri Apodaca, 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 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 Jeri Apodaca  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

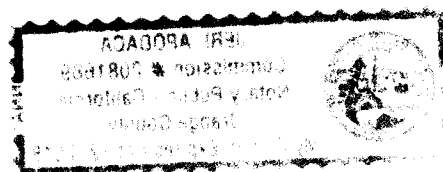
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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





**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. 6648169

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual 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.



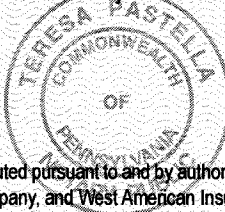
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
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 name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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 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 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.

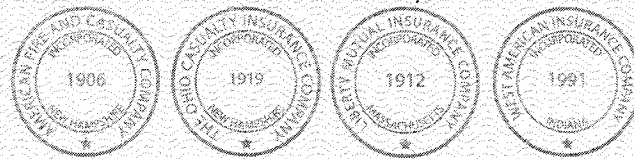
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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-in-fact 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 \_\_\_\_\_, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

**JAN 08 2015**

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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.

# Company Profile



## Company Profile

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Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

## COMPANY PROFILE

### Company Information

#### LIBERTY MUTUAL INSURANCE COMPANY

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

### Old Company Names

### Effective Date

### Agent For Service

KARISSA LOWRY  
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

[back to top](#)

### NAIC Group List

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2015

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

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

**PRODUCER**  
Alliant Insurance Services, Inc.  
1301 Dove Street, Suite 200  
Newport Beach CA 92660-2436

**CONTACT NAME:** Diane Weller  
**PHONE (A/C, No, Ext):** 949-756-0271 **FAX (A/C, No):** 949-756-2713  
**E-MAIL ADDRESS:** dweller@alliant.com

**INSURED**  
Matich Corporation  
1596 Harry Shepard Blvd.  
San Bernardino CA 92408

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Old Republic General Insurance Corp	24139
INSURER B :	Great American Insurance Company	16691
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

## COVERAGES

**CERTIFICATE NUMBER:** 115703040

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A1CG43921412	7/1/2014	7/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A1CA43921412	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			TUE405725708	7/1/2014	7/1/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	A1CW43921412	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Matich Job No. 15-001, 66th Avenue, Harrison Street and Tyler Street Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061, C3-0063  
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives are named as Additional Insured on Primary and Non-Contributory basis. Waiver of Subrogation applies to Workers Compensation per attached endorsements.

30 Day Notice of Cancellation applies per the policy conditions.

## CERTIFICATE HOLDER

County of Riverside Transportation Department  
Attn: Contracts/Bidding Unit  
3525 14th Street  
Riverside CA 92501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Diane Weller*

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

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

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

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

However:

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

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

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

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

*Deane Weller*

- 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.

*Aline 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 shown above, will be shown in the Declarations	

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

However:

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

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

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

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

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

*Alaine 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

<b>Designated Construction Project(s):</b> 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 "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

*Deane Weller*

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

*Aline Weller*



# 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 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

*Deane Weller*

AUTHORIZED REPRESENTATIVE

see certificate

DATE

## 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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

*Aline 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.

<b>Named Insured:</b> Matich Corporation
<b>Endorsement Effective Date:</b> see certificate
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b> Diane Weller
<b>Title:</b> VP
<b>Signature:</b> <i>Diane Weller</i>
<b>Date:</b> see certificate

# SCHEDULE

Insurance Company: OLD REPUBLIC GENERAL INSURANCE CORPORATION	
Policy Number: A1CA43921412	Effective Date: 7/1/14
Expiration Date: 7/1/15	
Named Insured: Match Corporation	
Address: 1596 Harry Shepard Blvd., San Bernardino, CA 92408	
Additional Insured (Lessor): WHERE REQUIRED BY WRITTEN CONTRACT OR LEASE AGREEMENT. **SEE CADEC00020806-ITEM THREE	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ ** Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ ** Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## A. Coverage

- 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.

- 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
  - You;
  - Any of your "employees" or agents; or
  - 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.

*Deane Heller*

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**

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

**C. Cancellation**

1. 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.

*Deane Weller*

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.

*Aline Weller*

**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 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

*Aline Weller*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

see certificate

\_\_\_\_\_  
DATE



Administrative Offices  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
Tel: 1-513-369-5000

TAU 9500  
(Ed. 11 97)

## EXCESS LIABILITY POLICY

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

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

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

### INSURING AGREEMENTS

#### I. COVERAGE

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

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

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

#### II. LIMITS OF INSURANCE

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

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

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

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



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

### III. DEFENSE

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

### IV. EXCLUSIONS

This policy does not apply to:

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

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

#### B. Any "loss":

- 1. with respect to which any Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its Limit of Insurance; or
- 2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
  - a. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
  - b. any Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

As used in this exclusion:

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

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

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

**V. DEFINITIONS**

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

**VI. CONDITIONS****A. Appeals**

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

**B. Bankruptcy or Insolvency**

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

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

**C. Cancellation**

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

3. The policy period will end on the day and hour stated in the cancellation notice.

4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.

5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**D. Maintenance of Underlying Insurance**

During the period of this policy, you agree:

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

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

#### E. Notice of Occurrence

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

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

#### F. Other Insurance

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

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

#### G. Terms Conformed to Statute

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

#### H. When "Loss" is Payable

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

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



Administrative Offices  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
Tel: 1-513-369-5000

TAU 9999  
(Ed. 11/97)

## GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NAMED INSURED LIMITATION ENDORSEMENT

=====

THE FOLLOWING IS ADDED TO SECTION V. - DEFINITIONS:

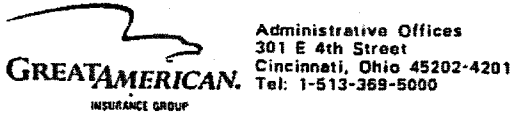
"INSURED" MEANS EACH OF THE FOLLOWING, TO THE EXTENT SET FORTH:

1. THE NAMED INSURED MEANING:

- A. ANY PERSON OR ORGANIZATION LISTED IN ITEM 1. OF THE DECLARATIONS, AND ANY COMPANY OF WHICH YOU OWN MORE THAN 50% AS OF THE EFFECTIVE DATE OF THIS POLICY.
- B. ANY ORGANIZATION YOU NEWLY ACQUIRE OR FORM, OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, AND OVER WHICH YOU MAINTAIN OWNERSHIP OR MAJORITY INTEREST, WILL QUALIFY TO BE A NAMED INSURED. HOWEVER,
  - (1) COVERAGE UNDER THIS ENDORSEMENT IS AFFORDED ONLY UNTIL THE 90TH DAY AFTER YOU ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER;
  - (2) COVERAGE DOES NOT APPLY TO "LOSS" THAT OCCURRED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION; AND
  - (3) COVERAGE APPLIES ONLY IF THE ORGANIZATION IS INCLUDED UNDER THE COVERAGE PROVIDED BY THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN FOR NO BROADER COVERAGE THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

- 2. IF YOU ARE AN INDIVIDUAL, YOU AND YOUR SPOUSE, BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH YOU ARE THE SOLE OWNER AS OF THE EFFECTIVE DATE OF THIS POLICY.
- 3. IF YOU ARE A PARTNERSHIP OR JOINT VENTURE, THE PARTNERS OR MEMBERS AND THEIR SPOUSES BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.
- 4. IF YOU ARE A LIMITED LIABILITY COMPANY, THE MEMBERS OR MANAGERS BUT ONLY AS RESPECTS THE CONDUCT OF YOUR BUSINESS.

- 5. ANY PERSON OR ORGANIZATION, OTHER THAN THE NAMED INSURED, INCLUDED AS AN ADDITIONAL "INSURED" BY VIRTUE OF AN INSURED CONTRACT, AND TO WHICH COVERAGE IS PROVIDED BY THE UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY THE UNDERLYING INSURANCE TO SUCH ADDITIONAL INSURED.



TAU 9999  
(Ed. 11/97)

## GENERAL ENDORSEMENT

### NAMED INSURED LIMITATION ENDORSEMENT (CONTINUED)

=====

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

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

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

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

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

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

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



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

TAU 9501 (Ed. 11 97)

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:**

MATCH 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

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

**AGENT'S NAME AND ADDRESS:**

ALLIANT INSURANCE SERVICES  
1301 DOVE STREET, SUITE 200  
NEWPORT BEACH, CA 92660

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

**ITEM 3. POLICY PREMIUM:**

\$ 107,792.

**POLICY MINIMUM PREMIUM:**

\$ 26,948.

PREMIUM BASIS: ( X ) Flat ( ) Auditable

**ITEM 4. LIMITS OF INSURANCE:**

The Company's Liability under this policy will not exceed the  
following limit: 100 percent of "loss" excess of Underlying  
Insurance stated in Item 5. of the Declarations, but for no  
greater than:

\$ 25,000,000. Each Occurrence

\$ 25,000,000. Aggregate Limit (where applicable)

**ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:**

First Underlying Insurance Policy  
Insurer, Policy No., Policy Period  
SEE ATTACHED GAI 6003-SCHEDULE A-  
SCHEDULE OF UNDERLYING POLICIES

**Applicable Limit**

\$ GAI6003

Each Occurrence

\$ GAI6003

Aggregate Limit  
(where applicable)

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

**Applicable Limit**

\$ N/A

Each Occurrence

\$ N/A

Aggregate Limit  
(where applicable)

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

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
Date \_\_\_\_\_ Authorized Representative \_\_\_\_\_



**GREATAMERICAN.**  
INSURANCE GROUP

Administrative Offices  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
Tel: 1-513-369-5000

GAI 6003  
(Ed. 06 97)

### SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CW43921412 7/1/14 TO 7/1/15	Employers Liability	<p>Bodily Injury By Accident \$ 1,000,000. each accident</p> <p>Bodily Injury By Disease \$ 1,000,000. policy limit</p> <p>\$ 1,000,000. each employee</p>
b) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CA43921412 7/1/14 TO 7/1/15	<p>Automobile/Garage</p> <p>( X ) Any Automobile</p> <p>( ) Owned Automobile Only</p> <p>( ) Specifically Designated Automobile</p> <p>( X ) Hired Automobile</p> <p>( X ) Non-owned Automobile</p> <p>( ) Garage Liability</p> <p>( X ) DEFENSE OUTSIDE THE LIMIT</p>	<p>( ) Split Limit</p> <p>Bodily Injury Liability</p> <p>\$ each person</p> <p>\$ each accident</p> <p>Property Damage Liability</p> <p>\$ each accident</p> <p>( X ) Combined Single Limit</p> <p>\$ 1,000,000. each accident</p> <p>( ) Garage Operations</p> <p>\$ Auto only each accident</p> <p>\$ Other than auto each accident</p> <p>\$ Other than auto aggregate</p>
	( ) Garagekeepers Liability	\$ each location



Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
c) ( )	Comprehensive General Liability including ( ) Products-Completed Operation Liability ( ) Broad Form Endorsement ( ) ( )	( ) Split Limit Bodily Injury Liability \$ each occurrence \$ aggregate Property Damage Liability \$ each occurrence \$ aggregate ( ) Combined Single Limit \$ each occurrence \$ aggregate
OR ( X ) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CG43921412 7/1/14 TO 7/1/15  (X) DEFENSE OUTSIDE THE LIMIT  Retroactive Date	OR Commercial General Liability ( X ) Occurrence Form ( ) Claims-Made Form ( X ) GENERAL AGGREGATE APPLIES PER PROJECT	OR \$2,000,000. General Aggregate Limit \$2,000,000. Products-Completed Operation Aggregate Limit \$1,000,000. Personal and Advertising Injury Limit \$1,000,000. Each Occurrence Limit
d) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CG43921412 7/1/14 TO 7/1/15	EMPLOYEE BENEFIT LIABILITY	\$1,000,000. EACH EMPLOYEE \$1,000,000. AGGREGATE



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## 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:	OHIO

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### NAIC Group List

NAIC Group #: 0084 American Financial Grp

### Lines Of Business

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

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

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## 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

KASHONDA LAWSON  
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

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#### NAIC Group List

NAIC Group #: 0150 OLD REPUBLIC GRP

#### Lines Of Business

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

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

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**Bid**Date: December 17, 2014

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 **66th Avenue, Harrison Street and Tyler Street, Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061 and C3-0063** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 0 (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.

66th Avenue, Harrison Street and Tyler Street  
Resurfacing Projects  
In the Communities of Thermal and Oasis of the Coachella Valley

Project No. C3-0059, C3-0061 and C3-0063

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	2,000 <sup>-</sup>	2,000 <sup>-</sup>
2	074020	WATER POLLUTION CONTROL	LS	1	2,300 <sup>-</sup>	2,300 <sup>-</sup>
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	23,100 <sup>-</sup>	23,100 <sup>-</sup>
4	170101	DEVELOP WATER SUPPLY	LS	1	2,100 <sup>-</sup>	2,100 <sup>-</sup>
5	160101	CLEARING AND GRUBBING	LS	1	69,000 <sup>-</sup>	69,000 <sup>-</sup>
6	015602	PROJECT FUNDING IDENTIFICATION SIGN	EA	6	1,200 <sup>-</sup>	7,200 <sup>-</sup>
7	066578	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	6	1,300 <sup>-</sup>	7,800 <sup>-</sup>
8	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	23,000	1.25	28,750 <sup>-</sup>
9	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	18,400	1.10	20,240 <sup>-</sup>
10	390130	HOT MIX ASPHALT	TON	6,200	65 <sup>-</sup>	403,000 <sup>-</sup>
11	013901	ASPHALT RUBBER HOT MIX	TON	2,300	73 <sup>-</sup>	167,900 <sup>-</sup>
12	190185	SHOULDER BACKING	LF	21,500	.75	16,125 <sup>-</sup>
13	566011	ROADSIDE SIGN - ONE POST	EA	24	350 <sup>-</sup>	8,400 <sup>-</sup>
14	151281	SALVAGE ROADSIDE SIGN	EA	24	36 <sup>-</sup>	864 <sup>-</sup>
15	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	490	4.50	2,205 <sup>-</sup>
16	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	11,000	.50	5,500 <sup>-</sup>
17	850102	PAVEMENT MARKER (REFLECTIVE)	EA	140	3.50	490 <sup>-</sup>
18	860811	DETECTOR LOOP	EA	1	2,600 <sup>-</sup>	2,600 <sup>-</sup>
19	000003	MISCELLANEOUS DIRECTED WORK	FA	1	60,000.00	60,000.00

PROJECT TOTAL: Eight Hundred Twenty Nine Thousand Five Hundred \$ 829,574<sup>-</sup>  
ITEMS 1-19 "WORDS" Seventy Four Dollars.

## Bidder Data and Signature

Name of Bidder: Matich CorporationType of organization: CorporationPerson(s) authorized to sign for Bidder: See Attached Corporate ResolutionNote:

If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.

If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.

If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.

If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Business Street Address: 1596 Harry Sheppard Blvd.

(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: San Bernardino, CA 92408P.O. Box- Number: P.O. Box 10P.O. Box- City, State, Zip Code: Highland, CA 92346Phone: ( 909 ) 382-7400Facsimile: ( 909 ) 382-0113E-mail: mhickman@matichcorp.comContractor's license number: 149783License Classification(s): A & BExpiration date: 11-30-15

## 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

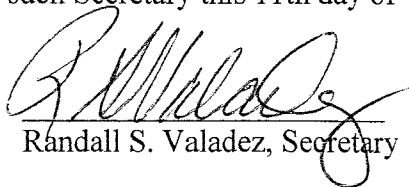
PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Randall S. Valadez
VICE PRESIDENT – ENGINEERING	Robert M. Matich
VICE PRESIDENT – ESTIMATING	Mark T. Hickman

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)**

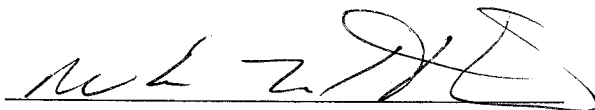
Accompanying this Bid is a certified check, cashier check or bid bond in an amount equal to at least ten (10) percent of the total bid for:

**66th Avenue, Harrison Street and Tyler Street  
Resurfacing Projects  
In the Communities of Thermal and Oasis of the Coachella Valley  
Project No. C3-0059, C3-0061 and C3-0063**

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

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

Signature:



Name (printed):

**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.	pavement Recycling systems	569362	Jurupa valley, Ca	8.9 Cold Planing	<input checked="" type="checkbox"/>
2.	Superior Pavement markings	776306	La Mirada, Ca	B.14, 15, 16, 17 Signing & Striping	<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>
5.					<input type="checkbox"/>
6.					<input type="checkbox"/>
7.					<input type="checkbox"/>

☐ (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: 58 %

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

## Non-Collusion Declaration

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

The undersigned declares:

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

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

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

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

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

December (Month) 17 (Day) of 2014 (Year),

at San Bernardino (City), California (State).

Signature of Declarant:



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**

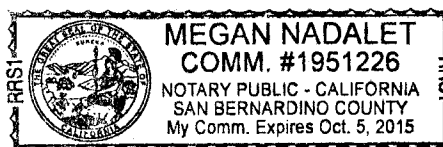
State of California  
County of San Bernardino

On December 17, 2014 before me, Megan Nadalet, Notary Public  
(insert name and title of the officer)

personally appeared Mark T. Hickman  
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

Megan Nadalet

(Seal)

## Iran Contracting Act

(Public Contract Code sections 2200-2208)

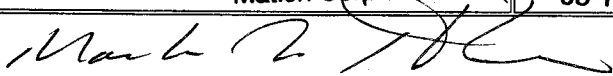
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

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

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

### Option #1 – Certification

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

Contractor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
Matich Corporation		95-1810911
By (Authorized Signature) 		
Printed Name and Title of Person Signing		
Mark T. Hickman Vice President		
Date Executed	Executed in	
December 17, 2014	San Bernardino, California	

### 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)		
Printed Name and Title of Person Signing		
Date Executed	Executed in	

COPY

**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 66th Avenue, Harrison Street and Tyler Street, Resurfacing Projects, In the Communities of Thermal and Oasis of the Coachella Valley, Project No. C3-0059, C3-0061 and C3-0063 in accordance with a Notice Inviting Bids from the County.
2. Liberty Mutual Insurance Company a Massachusetts 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: December 10, 2014

Signatures:

Liberty Mutual Insurance Company

Matich Corporation

By: Heather Saltarelli  
Heather Saltarelli

By: Mark T. Hickman

Title: Attorney in Fact  
"Surety"

Title: Mark T. Hickman Vice President  
"Contractor"

STATE OF See Attached Notary Acknowledgment for Surety  
COUNTY } ss. SURETY'S ACKNOWLEDGEMENT  
OF

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Notary Public (Seal)

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

COPY

# ACKNOWLEDGMENT

State of California  
County of San Bernardino

On December 17, 2014 before me, Megan Nadalet, Notary Public  
(insert name and title of the officer)

personally appeared Mark T. Hickman  
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.

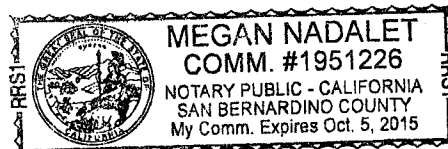
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*

(Seal)



COPY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of OrangeOn DEC 10 2014  
Date

before me,

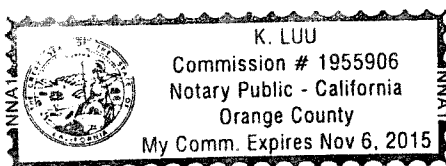
K. Luu, Notary Public

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 ~~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.

Place Notary Seal Above

Signature

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

 RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

 RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here

**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. 6648061

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

COPY

**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.



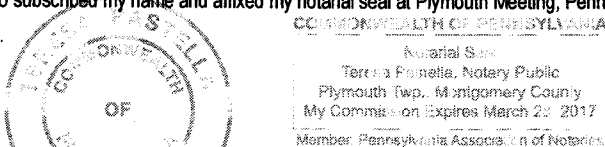
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
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 name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

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 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 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 attorneys-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-in-fact 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 DEC 10 day of 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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.



# Company Profile



## Company Profile

Company Search

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers' Compensation  
Complaint and Request for  
Action/Appeals  
Contact Information

Financial Statements  
PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance &  
Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In  
Your Area

View Financial Disclaimer

## COMPANY PROFILE

### Company Information

#### LIBERTY MUTUAL INSURANCE COMPANY

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

### Old Company Names

### Effective Date

### Agent For Service

KASHONDA LAWSON  
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

[back to top](#)

### NAIC Group List

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

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