

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



**ITEM: 3.61
(ID # 23565)**

MEETING DATE:

Tuesday, January 09, 2024


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve Addendum to Plans and Specifications, Accept the Low Bid and Award the Contract for the Construction of the Long Canyon Road Resurfacing Project, in the Community of Southeast Desert Hot Springs; District 4. [\$1,808,428 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one addendum to the plans and specifications issued prior to the October 25, 2023, bid opening;
2. Waive any and all immaterial irregularities and accept the low bid of Match Corporation (Match) of San Bernardino, California in the amount of \$1,808,428;
3. Award the contract to Match and authorize the Chair of the Board to execute the contract documents; and
4. Approve the project proposed budget as shown on Attachment "A".

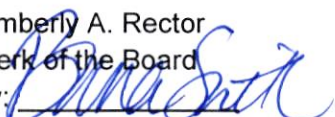
ACTION:Policy


Patricia Romo, Director of Transportation 12/11/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 9, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,808,428	\$ 0	\$ 1,808,428	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/SB-1 (99.7%), and Mission Springs Water District (0.3%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

By Minute Order dated October 3, 2023 (Agenda Item 3.27), the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the construction of the Long Canyon Road Resurfacing Project. The limits on Long Canyon Road are from Dillon Road to Hacienda Avenue in the community of Southeast Desert Hot Springs.

Long Canyon Road is a two-lane road that travels in the North-South directions with a road width of 32 feet plus 6 feet graded shoulders and is currently classified as a major highway in the circulation element of the County of Riverside General Plan. The area in the immediate vicinity is currently not developed. Along with Palm Drive and Mountain View Road, Long Canyon Road is an additional route for motorist going to the east side of the City of Desert Hot Springs.

Roadway resurfacing is needed due to the deteriorated pavement conditions. Mainly, the resurfacing project consists of grinding the asphalt concrete in place and then overlaying with Hot Mix Asphalt (HMA). The second treatment consists of removing the existing asphalt concrete pavement and underlying material and placing new HMA pavement that will be applied on specific segments of the road within a combined length of approximately 750 feet.

Additional improvements include reconstruction of driveways, construction of a concrete dip section where an ephemeral stream crosses the road, placement of safety edge and shoulder backing to protect the outside edge of pavement, safety features include placing of thermoplastic crosswalk and pavement marking, roadside signs, and other associated work.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account the issued addendum on their contractor's Bid in order to be considered for award.

The addendum was issued to clarify and make modifications to the plans and special provisions. The addendum is attached and designated as Addendum No. 1.

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

The Contract includes the following schedules of work:

Base Bid Schedule: Long Canyon Road Resurfacing
Alternative Bid Schedule 1: Mission Springs Water District (MSWD) Facility Adjustments

MSWD has accepted the bid prices proposed by Match for Alternative Bid Schedule 1 which includes adjustment to grade of three (3) utility covers, and the cost for the work will be reimbursed by MSWD through reimbursement Agreement. The Director of Transportation has the authority to sign reimbursement Agreements up to \$100,000 per Minute Order dated November 19, 2019 (Agenda Item 3.25).

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

Project No. D0-0104

Impact on Residents and Businesses

The purpose of this project is to replace existing deteriorated pavement with new hot mix asphalt for the approximate 1.5-mile segment of Long Canyon Road in the Community of Southeast Desert Hot Springs to provide the public with a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

Full closure of Long Canyon Road for one scheduled weekend (late Friday afternoon to early Monday morning) will be necessary to complete the construction of the concrete dip section from north of Quail Trail to Hacienda Avenue (City of Desert Hot Springs City Limit). Throughout the weekend work, through traffic and residential access will be provided by way of alternate detour route.

The work is scheduled to begin in early spring 2024. The work will be phased to keep the road open during construction as much as possible and will take approximately two months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

Construction is expected to be completed in Fiscal Year 2023/2024 and will be funded with Gas Tax/SB-1 and MSWD funds.

The proposed budget as shown on Attachment "A" includes Contract award amount and other associated costs.

There are no General Funds used in this project.

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

Contract History and Price Reasonableness

A total of seven bids were received on Wednesday October 25, 2023 ranging from \$1,808,428 to \$2,390,175. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsive and responsible bid was submitted by Matich in the amount of \$1,808,428 which is \$301,222 (14.3%) below the engineer's cost estimate.

The Transportation Department recommends the award of the contract to Matich in the amount of \$1,808,428.

ATTACHMENTS:

Vicinity Map
Attachment "A"
Summary of Bids
Addendum No. 1
Contract/Bonds/Insurance
Contractor's Bid Proposal



Jason Farin, Principal Management Analyst 1/3/2024



Aaron Gettis, Deputy County Counsel 12/19/2023

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".

WITNESSETH

Recitals:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Long Canyon Road Resurfacing, Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit, Community of Southeast Desert Hot Springs, Project No. D0-0104**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice to Bidders. (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2018** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(one)**, (n) The Determination of Prevailing Wage Rates for Public Works, (o) Any Change Orders issued, and (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Prosecution, Progress and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and in Section 8-1.10 "Liquidated Damages" of the Standard Specifications and these Special Provisions.

Standard Specification Section 8-1.04B, "Standard Start" is modified to read as follows:

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

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

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

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

4. Compensation

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

**Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104**

Contract

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Long Canyon Road Resurfacing						
1	066100	DUST ABATEMENT	LS	1	18,000.00	18,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	7,600.00	7,600.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	261,000.00	261,000.00
4	170103	CLEARING AND GRUBBING	LS	1	29,400.00	29,400.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,900.00	5,900.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	25,000	2.63	65,750.00
7	190185	SHOULDER BACKING	LF	15,000	2.77	41,550.00
8	190101(F)	ROADWAY EXCAVATION	CY	2,200	78.00	171,600.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	4,200	4.00	16,800.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	9,500	94.00	893,000.00
11	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	SQFT	7,000	27.00	189,000.00
12	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	345	6.60	2,277.00
13	820410	SALVAGE ROADSIDE SIGN	EA	1	76.00	76.00
14	820610	RELOCATE ROADSIDE SIGN	EA	1	150.00	150.00
15	820840	ROADSIDE SIGN - ONE POST	EA	1	330.00	330.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	400	4.80	1,920.00

Contract (Continued)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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BASE BID SCHEDULE - Long Canyon Road Resurfacing (Continued)

17	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	23,500	0.35	8,225.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	90,000.00	90,000.00

BASE BID SCHEDULE: One million, eight hundred two thousand, five hundred seventy-eight dollars and zero cents **\$1,802,578.00**
 ITEMS 1 - 18 "WORDS"

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

19	710220	ADJUST UTILITY COVER TO GRADE [MSWD CONCRETE ENCASED WATER VALVES]	EA	3	1,950.00	5,850.00
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ALT. BID SCHEDULE 1: Five thousand, eight hundred fifty dollars and zero cents **\$5,850.00**
 ITEM 19 "WORDS"

PROJECT TOTAL: One million, eight hundred eight thousand, four hundred twenty-eight dollars and zero cents **\$1,808,428.00**
 ITEMS 1 - 19 "WORDS"

**Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104**

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

COUNTY OF RIVERSIDE

BY: _____

Chuck Washington
CHUCK WASHINGTON

Chair, Board of Supervisors

DATED: _____

1/9/24

ATTEST:

Kimberly A. Rector, Clerk of the Board

BY: _____

Bma Smith

Deputy

FORM APPROVED COUNTY COUNSEL

BY: _____

Du [Signature]
DANIELLE D. MACARD

MATICH CORPORATION

BY: _____

[Signature]

TITLE: _____

VP of Estimating

(If Corporation, affix Seal)



ATTEST:

[Signature]

TITLE: _____

VP-OPERATIONS

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

License No.: 149783

Federal Employer Identification Number:

95-1810911

Department of Industrial Relations Registration Number:

1000004260

BY _____

"County"

BY _____

"Corporation"
(Seal)





Corporate Resolution

At a meeting of the Board of Directors of MATICH CORPORATION, a California corporation duly called and held on the 15th day of October 2021, a quorum being present the following RESOLUTION was adopted:

Resolved, the Corporate Officers for Matich Corporation are:

PRESIDENT	ROBERT M. MATICH
VICE PRESIDENT & TREASURER	RANDALL S. VALADEZ
VICE PRESIDENT & CORPORATE SECRETEARY	RANDALL S. VALADEZ
VICE PRESIDENT – ESTIMATING	JASON G. JONES
VICE PRESIDENT – CONSTRUCTION OPERATIONS	JACOB O. READE

FURTHER RESOLVED, that the above listed Corporate Officers are duly authorized to sign document (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 in the records of the Board of Directors of said company, and do so certify that the same is 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 hereunto set my hand as such Secretary this 15th day of October 2021.

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 **Long Canyon Road Resurfacing, Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit, Community of Southeast Desert Hot Springs, Project No. D0-0104.**

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 **\$1,808,428.00 (One million, eight hundred eight thousand, four hundred twenty-eight dollars and zero cents)** and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

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 **\$1,808,428.00 (One million, eight hundred eight thousand, four hundred twenty-eight dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Long Canyon Road Resurfacing, Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit, Community of Southeast Desert Hot Springs, Project No. D0-0104.**

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 _____ } ss. SURETY'S ACKNOWLEDGEMENT
COUNTY _____
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 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 **Long Canyon Road Resurfacing, Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit, Community of Southeast Desert Hot Springs, Project No. D0-0104.**
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 **\$1,808,428.00 (One million, eight hundred eight thousand, four hundred twenty-eight 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 November 7, 2023
Matich Corporation _____ Liberty Mutual Insurance Company _____

By _____

By _____

By Jason G. Jones _____

Type Name Leigh McDonough _____

Title V.P. Estimating _____
"Contractor"

Its Attorney in Fact
"Surety"

(Corporate Seal)

(Corporate Seal)

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of SAN BERNARDINO }

On 11/14/2023 before me, G.M.Bernal Kleespies Notary Public,
(Here insert name and title of the officer)

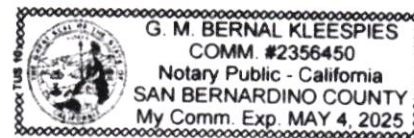
personally appeared JASON G. JONES,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

G. M. Bernal Kleespies
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~; is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 NOV 07 2023 before me, Heather Rose Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Leigh McDonough
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 Heather Rose Saltarelli
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's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



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.

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

Certificate No: 8209664-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Jeri Apodaca, Kevin Cathcart, Vanessa Copeland, Reece Joel Diaz, Maria Guise, Terah Lane, Eric Lowey, Kim Luu, Leigh McDonough, Michael D. Parizino, Lisa Pellerito, Rachele Rheault, Mark Richardson, Heather Saltarelli, James Schaller

all of the city of Irvine 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 23rd day of March, 2023.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 7th day of November, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
- Company Complaint
 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE
Company Information
LIBERTY MUTUAL INSURANCE COMPANY

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

Old Company Names
Effective Date
Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

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 Duplicate

Bond No. 024272953
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 **\$1,808,428.00 (One million, eight hundred eight thousand, four hundred twenty-eight dollars and zero cents)** the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Long Canyon Road Resurfacing, Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit, Community of Southeast Desert Hot Springs, Project No. D0-0104.**

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: November 7, 2023

Matich Corporation
Original Contractor – Principal

Liberty Mutual Insurance Company
Surety

By 

By 

Title V.P. Estimating

Leigh McDonough Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE _____
OF _____
COUNTY _____
OF _____

} ss. SURETY'S ACKNOWLEDGEMENT
See Attached Notary Acknowledgment

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of SAN BERNARDINO }

On 11/14/2023 before me, G.M.Bernal Kleespies Notary Public,
(Here insert name and title of the officer)

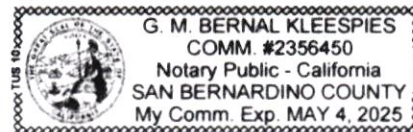
personally appeared JASON G. JONES,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

G.M. Bernal Kleespies
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PAYMENT BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 NOV 07 2023 before me, Heather Rose Saltarelli, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Leigh McDonough
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 Heather Rose Saltarelli
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's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



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.

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

Certificate No: 8209664-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Jeri Apodaca, Kevin Cathcart, Vanessa Copeland, Reece Joel Diaz, Maria Guise, Terah Lane, Eric Lowey, Kim Luu, Leigh McDonough, Michael D. Parizino, Lisa Pellerito, Rachele Rheault, Mark Richardson, Heather Saltarelli, James Schaller

all of the city of Irvine 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 23rd day of March, 2023.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 23rd day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 7th day of November, 2023.



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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- 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

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2023

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

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

PRODUCER Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Floor Irvine CA 92612	CONTACT NAME: Alexis Berlanga PHONE (A/C, No, Ext): 949-660-5965 E-MAIL ADDRESS: aberlanga@alliant.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Match Corporation 1596 Harry Shepard Blvd. San Bernardino CA 92408	INSURER A : Executive Risk Indemnity Inc	NAIC # 35181
	INSURER B : Federal Insurance Company	20281
	INSURER C : Great American Insurance Compa	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1623577306


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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			54303169	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			54303168	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TUE405725717	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	54303170	7/1/2023	7/1/2024	<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: Match Job #23-058, Project #D0-0104, Riverside County Contract #23-11-001, Long Canyon Road Resurfacing Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit Community of Southeast Desert Hot Springs.
 County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives, City of Desert Hot Springs, their elected and appointed officials, employees, agents, and representatives, Mission Springs Water District, their elected and appointed officials, employees, agents, and representatives are named as Additional Insured per attached endorsements on Primary and Non-Contributory basis. Waiver of Subrogation applies per attached endorsements. Thirty (30) Days Notice of Cancellation / Non-Renewal - Ten (10) Days Notice For Non-Payment of Premium. Umbrella/ Excess Liability is a Follow form.

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

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
WHERE REQUIRED BY WRITTEN CONTRACT	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

Diane 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Diane 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
WHERE REQUIRED BY EXECUTED WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

Diane Weller

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE FOR
SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

Where required by written contract.

All Locations.

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

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

Diane Weller

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

- 1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

- 3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

- 6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

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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

<p>Designated Construction Project(s): All of your designated construction project where required by written contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- 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.

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- 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.

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COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

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

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

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- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: Match Corporation

Endorsement Effective Date: 7/1/2023

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization as where required per written contract prior to loss.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Named Insured: Matich Corporation

Endorsement Effective Date: 7/1/2023

SCHEDULE

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

Any person or organization as where required by written contract prior to loss.

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

The following is added to Item 5. – **“Other Insurance”** of Item B. – **“General Conditions”** under Section IV – **“Business Auto Conditions”**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

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

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

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

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COMPANY PROFILE
Company Information

EXECUTIVE RISK INDEMNITY INC.
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
908990392207

Old Company Names	Effective Date
AMERICAN EXCESS INSURANCE COMPANY	05/12/1987
ERIC REINSURANCE COMPANY	11/18/1992
EXECUTIVE RE INDEMNITY INC.	06/21/1995
EXECUTIVE RISK INDEMNITY, INC.	08/02/2000

Agent For Service

AMANDA GARCIA
 330 N Brand Blvd Ste 700
 Glendale CA 91203

Reference Information

NAIC #:	35181
California Company ID #:	2342-4
Date Authorized in California:	12/07/1979
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: **0626** Chubb Ltd 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

FEDERAL INSURANCE COMPANY
202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670

Old Company Names
Effective Date
Agent For Service

AMANDA GARCIA
 330 N Brand Blvd Ste 700
 Glendale CA 91203

Reference Information

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: **0626** Chubb Ltd Grp

Lines Of Business

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

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

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- View Financial Disclaimer

COMPANY PROFILE
Company Information
GREAT AMERICAN INSURANCE COMPANY

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

Old Company Names
Effective Date

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

Agent For Service

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

Reference Information

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

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NAIC Group List

NAIC Group #: 0084 American Financial Grp

Lines Of Business

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

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

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**IMPORTANT INFORMATION TO POLICYHOLDERS
CALIFORNIA**

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

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

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

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

1-800-972-3008

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

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

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

ATTACH THIS NOTICE TO YOUR POLICY

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

In Witness Clause

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



President



Secretary

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GLOBAL SANCTION ENDORSEMENT

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

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) FEDERAL INSURANCE COMPANY POLICY: 005 4303170 7/1/23 TO 7/1/24	Employers Liability	Bodily Injury By Accident \$ 1,000,000. each accident Bodily Injury By Disease \$ 1,000,000. policy limit \$ 1,000,000. each employee
b) FEDERAL INSURANCE COMPANY POLICY: 5430-31-68 7/1/23 TO 7/1/24	Automobile/Garage <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> Owned Automobile Only <input type="checkbox"/> Specifically Designated Automobile <input type="checkbox"/> Hired Automobile <input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> Garage Liability <input checked="" type="checkbox"/> DEFENSE OUTSIDE THE LIMIT	<input type="checkbox"/> Split Limit Bodily Injury Liability \$ each person \$ each accident Property Damage Liability \$ each accident <input checked="" type="checkbox"/> Combined Single Limit \$ 1,000,000. each accident <input type="checkbox"/> Garage Operations \$ Auto only each accident \$ Other than auto each accident \$ Other than auto aggregate
	<input type="checkbox"/> Garagekeepers Liability	\$ each location

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
<p>c) ()</p> <p style="text-align: center;">OR</p> <p>(X) EXECUTIVE RISK INDEMNITY POLICY: 54303169 7/1/23 TO 7/1/24</p> <p>(X) DEFENSE OUTSIDE THE LIMIT</p> <p>Retroactive Date</p>	<p>Comprehensive General Liability including</p> <p>() Products-Completed Operation Liability</p> <p>() Broad Form Endorsement</p> <p>()</p> <p>()</p> <p style="text-align: center;">OR</p> <p>Commercial General Liability</p> <p>() Occurrence Form</p> <p>() Claims-Made Form</p> <p>(X) GENERAL AGGREGATE APPLIES PER PROJECT</p>	<p>() Split Limit</p> <p>Bodily Injury Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>Property Damage Liability</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p>() Combined Single Limit</p> <p>\$ each occurrence</p> <p>\$ aggregate</p> <p style="text-align: center;">OR</p> <p>\$2,000,000. General Aggregate Limit</p> <p>\$2,000,000. Products-Completed Operation Aggregate Limit</p> <p>\$1,000,000. Personal and Advertising Injury Limit</p> <p>\$1,000,000. Each Occurrence Limit</p>
<p>d) EXECUTIVE RISK INDEMNITY POLICY: 54303169 7/1/23 TO 7/1/24</p>	<p>EMPLOYEE BENEFIT LIABILITY</p>	<p>\$1,000,000. EACH EMPLOYEE</p> <p>\$1,000,000. AGGREGATE LIMIT</p>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.

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

D. Cancellation

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

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

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

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

Nonrenewal

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

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

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

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

This endorsement modifies insurance provided under the following:

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

A. Rejection Of Offer

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

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

**EXCESS LIABILITY POLICY
FORMS AND ENDORSEMENTS SCHEDULE**

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

	Form and Edition	Date Added* or ST Date Deleted	Form Description
1.	IL7268	0909	IN WITNESS CLAUSE
2.	IL7324	0721	GLOBAL SANCTION ENDORSEMENT
3.	GAI6003	0697	SCHEDULE A-SCHED/UNDERLYING POLICY
4.	GAI6158	0210	CA CHANGES
5.	GAI6473	0108	DISC PURSUANT TERR RISK ACT REJECTN
6.	TAU9500	1197	EXCESS LIABILITY POLICY
7.	GAI6590	1207	EXCL - EMPLOYMENT RELATED PRACTICES
8.	GAI6639	1102	WAR OR TERRORISM EXCLUSION
9.	GAI6663	0814	EXCLUSION - ORGANIC PATHOGENS
10.	GAI6782	0714	EXCLUSN - ACCESS/DISCLOSURE
11.	TAU9505	1197	AIRCRAFT LIABILITY EXCLUSION
12.	TAU9516	1197	CARE/CUST/CNTRL EXCL-REAL/PERS PROP
13.	TAU9527	1197	ERISA EXCLUSION
14.	TAU9536	1197	INTELLECTUAL PROPERTY EXCL
15.	TAU9539	1197	LEAD LIABILITY EXCLUSION
16.	TAU9546	1197	OCCUPATIONAL DISEASE EXCLUSION
17.	TAU9554	1197	PLLTN EXCL-EXCEPT NAMED PERIL HF
18.	TAU9568	1197	PROFESSIONAL LIA EXCL
19.	TAU9999	1197	GENERAL ENDORSEMENT
20.	TAU9999	1197	GENERAL ENDORSEMENT
21.	TAU9999	1197	GENERAL ENDORSEMENT
22.	TAU9999	1197	GENERAL ENDORSEMENT

* If not at inception

**EXCESS LIABILITY POLICY
FORMS AND ENDORSEMENTS SCHEDULE**

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

	Form and Edition	Date Added*		Form Description
		ST	Date Deleted	
1.	TAU9999 1197			GENERAL ENDORSEMENT
2.	TAU9999 1197			GENERAL ENDORSEMENT
3.	TAU9999 1197			GENERAL ENDORSEMENT
4.	TAU9999 1197			GENERAL ENDORSEMENT
5.	TAU9999 1197			GENERAL ENDORSEMENT
6.	TAU9999 1197			GENERAL ENDORSEMENT
7.	TAU9501 1197			EXCESS LIABILITY POLICY DECLARATION
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				

* If not at inception

EXCESS LIABILITY POLICY

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

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

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

INSURING AGREEMENTS**I. COVERAGE**

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

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

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

II. LIMITS OF INSURANCE

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

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

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

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

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

III. DEFENSE

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

IV. EXCLUSIONS

This policy does not apply to:

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

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

B. Any "loss":

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

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

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

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

As used in this exclusion:

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

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

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

V. DEFINITIONS

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

VI. CONDITIONS**A. Appeals**

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

B. Bankruptcy or Insolvency

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

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

C. Cancellation

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

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

D. Maintenance of Underlying Insurance

During the period of this policy, you agree:

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

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

E. Notice of Occurrence

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

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

F. Other Insurance

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

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

G. Terms Conformed to Statute

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

H. When "Loss" is Payable

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYMENT RELATED PRACTICES

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY

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

Any liability or "loss" arising out of any:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR OR TERRORISM EXCLUSION

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

- A. Any "loss" based upon or arising, directly or indirectly, out of:
 - 1. war, including undeclared or civil war;
 - 2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
 - 3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
 - 4. "terrorism," including any action taken in hindering or defending against an actual or expected incident of "terrorism."

Regardless of any other clause or event that contributes concurrently or in any sequence to the injury or damage.
- B. As used in this endorsement, "**terrorism**" means activities against persons, organizations or property of any nature:
 - 1. that involve the following or preparation of the following:
 - a. use or threat of force or violence;
 - b. commission or threat of a dangerous act; or
 - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. when one or both of the following applies:
 - a. the effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. it is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or to express opposition to) a philosophy or ideology.
- C. The aggregate limits shown in **Schedule A - Schedule Of Underlying Policies** shall neither be reduced nor exhausted by reason of any paid losses or costs of defense caused by or arising out of war of "terrorism" as excluded in this endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

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

Organic Pathogens

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

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

"Organic pathogen" means any:

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

All other terms and conditions of the Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

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

IV. Exclusions

Insurance provided under this Coverage Part does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

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

TAU 9505
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT LIABILITY EXCLUSION

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

Any "loss" arising out of the ownership, maintenance, operation, use, loading, or unloading of any aircraft.

This endorsement does not change any other provision of the policy

TAU 9505 (Ed. 11/97) XS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE, CUSTODY OR CONTROL EXCLUSION - REAL OR PERSONAL PROPERTY

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERISA EXCLUSION

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

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

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

TAU 9527 (Ed. 11/97) XS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY EXCLUSION

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY EXCLUSION

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

1. any "loss" arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form and from any source; or
2. any "loss," cost, expense, liability or other type of obligation arising out of, resulting from, or in any way related to, any:
 - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any Insured or others test for, monitor, clean

up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source, or to any

- b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCUPATIONAL DISEASE EXCLUSION

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

Any "loss" for or arising out of any "occupational disease" sustained by any employee of any Insured or any "leased worker" or "temporary worker."

As used in the endorsement:

1. "Occupational disease" is any abnormal condition or disorder, other than one resulting from an occupational injury, caused by a repetitive exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion or direct contact.
2. "Leased workers" are leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased workers" are not "temporary workers."
3. "Temporary workers" are persons furnished to you to substitute for permanent employees on leave or to meet seasonal or short-term workload conditions.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION - EXCEPTION FOR NAMED PERIL OF HOSTILE FIRE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

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

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

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

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

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

TAU 9568 (Ed. 11/97) XS

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT SUMMARY

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

1. AMENDMENT OF INSURING AGREEMENT-KNOWN INJURY OR DAMAGE
2. CONTRACTOR'S LIMITATION ENDORSEMENT (FORM B)
3. NAMED INSURED LIMITATION ENDORSEMENT
(ADDITIONAL INSURED LIMITATION)
4. SILICA OR RELATED DUST EXCLUSION
5. EXCLUSION-UNINSURED/UNDERINSURED MOTORISTS OR NO FAULT
6. LIMITED RESIDENTIAL CONSTRUCTION EXCLUSION
7. PERFLUORINATED/POLYFLUORINATED SUBSTANCES (PFAS) EXCLUSION
8. CROSS SUITS EXCLUSION
9. EMPLOYERS LIABILITY LIMITATION ENDORSEMENT

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURING AGREEMENT-KNOWN INJURY OR DAMAGE

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

1. COVERAGE

A) 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.

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

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

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

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

(1) REPORTS ALL, OR ANY PART, OF THE "LOSS" TO US OR ANY OTHER INSURER;

(2) RECEIVES A WRITTEN OR VERBAL DEMAND OR CLAIM FOR DAMAGES BECAUSE OF THE "LOSS"; OR

(3) BECOMES AWARE BY ANY OTHER MEANS THAT THE "LOSS" HAS OCCURRED OR HAS BEGUN TO OCCUR.

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S LIMITATION ENDORSEMENT (FORM B)

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

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

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

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

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

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

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

II. ANY "LOSS" ARISING OUT OF:

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

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

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

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

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

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED LIMITATION ENDORSEMENT
(ADDITIONAL INSURED LIMITATION)

THE FOLLOWING IS ADDED TO SECTION V. - DEFINITIONS:

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

1. THE NAMED INSURED MEANING:

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

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

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

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

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

THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

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

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

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

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

INSURED ARE THE LESSER OF THOSE SPECIFIED IN THE DECLARATIONS OF THIS POLICY OR THOSE SPECIFIED IN THE "INSURED CONTRACT" LESS THE

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

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

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

1. ANY ACTUAL, ALLEGED OR THREATENED EXPOSURE TO, EXISTENCE OF, PRESENCE OF, INGESTION OF, INHALATION OF OR CONTACT WITH "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA," WHETHER OR NOT OCCURRING ALONE, IN COMBINATION WITH, BEFORE, AFTER, OR CONCURRENTLY WITH ANY OTHER CAUSE, CONTRIBUTING CONDITION OR CIRCUMSTANCE, OR AGGRAVATING FACTOR, WHETHER MANMADE, NATURAL, OR ANY COMBINATION OF MANMADE OR NATURAL.
2. ANY REQUEST, DEMAND, OR ORDER THAT ANY "INSURED" OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, MAKE REPAIRS, TREAT, DECONTAMINATE, DETOXIFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA." THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DEMAND, DIRECTIVE, COMPLAINT, SUIT, ORDER OR REQUEST BY ANY GOVERNMENTAL OR NONGOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS.
3. STEPS TAKEN OR AMOUNTS INCURRED BY ANY GOVERNMENTAL OR NON-GOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, REPAIR, TREAT, DECONTAMINATE, DETOXIFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA."

THIS EXCLUSION APPLIES REGARDLESS OF WHETHER OR NOT THE "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA," OR ANY OF THEIR EFFECTS, WERE SUDDEN, ACCIDENTAL, GRADUAL, INTENDED, EXPECTED, UNEXPECTED, PREVENTABLE, NOT PREVENTABLE, MANMADE, NATURALLY OCCURRING, OR ANY COMBINATION OF THE FOREGOING.

AS USED IN THIS EXCLUSION:

"SILICA" MEANS SILICON DIOXIDE (SI02) IN ANY FORM, FROM ANY SOURCE.

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-UNINSURED/UNDERINSURED MOTORISTS OR NO FAULT

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

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

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED RESIDENTIAL CONSTRUCTION EXCLUSION

THE FOLLOWING IS ADDED TO SECTION IV- EXCLUSIONS:

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

HOWEVER, IT IS AGREED AND UNDERSTOOD THAT THIS EXCLUSION SHALL NOT APPLY TO "YOUR WORK" WITHIN THE BOUNDARIES OF, OR BELOW, WHAT IS OR WILL BECOME ANY PUBLICLY OR PRIVATELY OWNED PARKING LOT, STREET, ROADWAY, OR RIGHT OF WAY OR A PRIVATELY OWNED DRIVEWAY.

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT IS ONLY TO THE EXTENT THAT SUCH COVERAGE IS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE POLICIES AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS ENDORSEMENT, NOTHING WITHIN THIS ENDORSEMENT SHALL BE CONSTRUED TO PROVIDE COVERAGE FOR "YOUR WORK" THAT IS SITE PREPARATION FOR FOUNDATIONS OF RESIDENTIAL STRUCTURES.

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERFLUORINATED/POLYFLUORINATED SUBSTANCES (PFAS) EXCLUSION

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

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

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

THIS EXCLUSION APPLIES REGARDLESS OF:

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

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

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

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

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

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

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

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

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY LIMITATION ENDORSEMENT

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

ANY LOSS FOR "BODILY INJURY" TO:

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

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

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

THIS EXCLUSION APPLIES:

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

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

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

SCHEDULE A

CARRIER NAME: FEDERAL INSURANCE
POLICY NUMBER: 005 4303170

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

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

410834

TAU 9501 (Ed. 11 97)

Policy No. TUE 4057257 - 17
Renewal Of TUE 4057257 - 16

EXCESS LIABILITY POLICY DECLARATIONS

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
MATICH CORPORATION
1596 HARRY SHEPARD BOULEVARD
SAN BERNARDINO, CA 92408

ITEM 2. POLICY PERIOD:
12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 07/01/2023 To 07/01/2024

**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, INC.
18100 VON KARMAN AVENUE
SUITE 10
IRVINE, CA 92612

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

ITEM 3. POLICY PREMIUM:

POLICY MINIMUM PREMIUM:

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

The Company's Liability under this policy will not exceed the following limit: 100 percent of "loss" excess of Underlying Insurance stated in **Item 5.** of the Declarations, but for no greater than:
\$ 15,000,000. Each Occurrence
\$ 15,000,000. 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

Bid

Date: October 25, 2023

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 **Long Canyon Road Resurfacing, Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit, Community of Southeast Desert Hot Springs, Project No. D0-0104** hereby proposes to construct the work in accordance with the Contract Documents, including **Addenda Number(s)** 1 (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.

**Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104**

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
BASE BID SCHEDULE - Long Canyon Road Resurfacing						
1	066100	DUST ABATEMENT	LS	1	\$18,000.00	\$18,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$7,600.00	\$7,600.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$261,000.00	\$261,000.00
4	170103	CLEARING AND GRUBBING	LS	1	\$29,400.00	\$29,400.00
5	170101	DEVELOP WATER SUPPLY	LS	1	\$5,900.00	\$5,900.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	25,000	\$2.63	\$65,750.00
7	190185	SHOULDER BACKING	LF	15,000	\$2.77	\$41,550.00
8	190101(F)	ROADWAY EXCAVATION	CY	2,200	\$78.00	\$171,600.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	4,200	\$4.00	\$16,800.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	9,500	\$94.00	\$893,000.00
11	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	SQFT	7,000	\$27.00	\$189,000.00
12	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	345	\$6.60	\$2,277.00
13	820410	SALVAGE ROADSIDE SIGN	EA	1	\$76.00	\$76.00
14	820610	RELOCATE ROADSIDE SIGN	EA	1	\$150.00	\$150.00
15	820840	ROADSIDE SIGN - ONE POST	EA	1	\$330.00	\$330.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	400	\$4.80	\$1,920.00
17	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	23,500	\$0.35	\$8,225.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	90,000.00	90,000.00

BASE BID SCH.

TOTAL: One million eight hundred two thousand five hundred \$ 1,802,578.00

ITEMS 1-18

"WORDS"

seventy-eight

PROPOSAL

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Facility Adjustments

19	710220	ADJUST UTILITY COVER TO GRADE [MSWD CONCRETE ENCASED WATER VALVES]	EA	3	\$1,950.00	\$5,850.00
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ALT. BID SCH. 1

TOTAL: Five thousand eight hundred fifty and 00/100 \$ 5,850.00
 ITEM 19 "WORDS"

BASE BID SCH. + ALT. BID SCH. 1

PROJECT
 TOTAL: One million eight hundred eight thousand four hundred twenty-eight \$ 1,808,428.00
 ITEMS 1 - 19 "WORDS"

Bidder Data and Signature

Name of Bidder: Matich Corporation

Type of organization: Corporation

Person(s) authorized to sign for Bidder: * See Attached Corporate Resolution

Note:

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

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

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

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

Business Street Address: 1596 Harry Sheppard Blvd.
(Please include business address even if P.O. Box is used.)

Business City, State, Zip Code: San Bernardino, CA 92408

P.O. Box- Number: P.O. Box 10

P.O. Box- City, State, Zip Code: Highland, Ca 92346

Phone: (909) 382-7400

Facsimile: (909) 382-0113

E-mail: jjones@matichcorp.com

Contractor's license number: 149783

License Classification(s): A & B

Expiration date: November 30, 2025

Department of Industrial Relations Registration Number: 1000004260

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:

**Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104**

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):

Jason G. Jones

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): Match Corporation

	Subcontractor Name	License Number	DIR Registration Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Pavement Recycling Systems, Inc.	569352	1000 00 3363	Jurupa Valley, CA	6. Grind AC	<input type="checkbox"/>
2.	Jacobsson Engineering Construction, Inc.	650389	1000 006233	Thousand Palms, CA	11. PCC DP section	<input type="checkbox"/>
3.	Cat Tracking, Inc.	991122	10000 11750	Riverside, CA	12 to 17 Markers, signs, Paint	<input type="checkbox"/>
4.						<input type="checkbox"/>
5.						<input type="checkbox"/>
6.						<input type="checkbox"/>

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

Percent of work to be performed by Subcontractors: 13.81 %

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

October (Month) 24 (Day) of 2023 (Year),

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

Signature of Declarant: 

Printed name of Declarant: Jason G. Jones

Name of Bidder (Company): Matich Corporation

Title or Office: Vice President

Note: Notarization of signature required.
 Check box if attachment is included.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of CALIFORNIA }

County of SAN BERNARDINO }

On 10/24/2023 before me, G.M.Bernal Kleespies Notary Public,
(Here insert name and title of the officer)

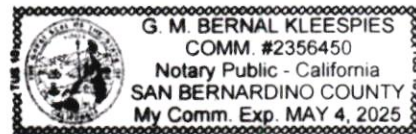
personally appeared JASON G. JONES,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

G.M. Bernal Kleespies
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Declaration
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



Iran Contracting Act

(Public Contract Code sections 2200-2208)

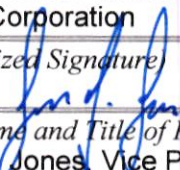
Prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of **\$1,000,000 or more**, a Contractor must either:

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

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> Matich Corporation		<i>Federal ID Number (or n/a)</i> 95-1810911
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jason G. Jones, Vice President		
<i>Date Executed</i> October 24, 2023	<i>Executed in</i> 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.**

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

Opt Out of Payment Adjustments for Price Index Fluctuations

**Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104**

To opt out of the payment adjustments for price index fluctuations, as specified in Standard Specifications Section 9-1.07 "Payment Adjustments for Price Index Fluctuations," completely fill in, date, sign, and submit this form with the Bid documents.

By signing and submitting this form, our company hereby opts out of the payment adjustments for price index fluctuations for the above-named project.

Date: 10/25/23

Company Name (Bidder): Matich Corporation

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

Name (printed): Jason G. Jones

Title: Vice President of Estimating

Bid Bond

Recitals:

1. Match Corporation "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for **Long Canyon Road Resurfacing, Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit, Community of Southeast Desert Hot Springs, Project No. D0-0104** 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.

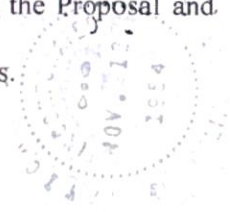
Agreement:

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.

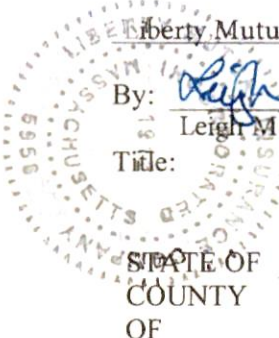
Dated: October 4, 2023

Signatures:



Liberty Mutual Insurance Company
 By: Leigh McDonough
 Leigh McDonough, Attorney-in-Fact
 Title: Attorney in Fact
"Surety"

Match Corporation
 By: [Signature]
 Title: Vice President
"Contractor"



See Attached Notary Acknowledgment

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/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of CALIFORNIA }

County of SAN BERNARDINO }

On 10/5/2023 before me, G.M.Bernal Kleespies Notary Public
(Here insert name and title of the officer)

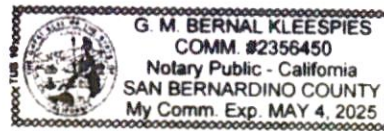
personally appeared JASON G. JONES
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BID BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 10/4/23

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 OCT 04 2023 before me, Terah Lane, Notary Public,
personally appeared Leigh McDonough
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: [Handwritten 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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Leigh McDonough

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

Signer Is Representing:

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:



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.

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

Certificate No. 8209664-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Jeri Apodaca, Kevin Cathcart, Vanessa Copeland, Reece Joel Diaz, Maria Guise, Terah Lane, Eric Lowey, Kim Luu, Leigh McDonough, Michael D. Parizino, Lisa Pellerito, Rachelle Rheault, Mark Richardson, Heather Saltarelli, James Schaller

all of the city of Irvine 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 23rd day of March, 2023.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of March, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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.

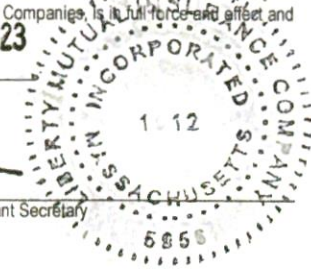
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

OCT 04 2023



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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
- Company Complaint
 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

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

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

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

[back to top](#)



Mark Lancaster, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/
Capital Projects

Russell Williams
Deputy for Transportation/
Planning and Development

Transportation Department

ADDENDUM NUMBER 1

Dated October 17, 2023

to the
Specifications and Contract Documents
for the construction of

Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104

Bids Due: Wednesday, October 25, 2023; 2:00 p.m.
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

<https://trans.rctlma.org/notices-inviting-bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Additional Liquidated Damages

Refer to Section 00-1.04, "Liquidated Damages", on page 3 of the special provisions. Delete the fifth paragraph of Section 00-1.04, and replace it with the following paragraph:

Asphalt Paving:

In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed within four (4) calendar days or by Friday (end of workday) of the same week whichever is earliest of the pulverizing or excavation (for reconstruction) of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road pulverized or removed in one (1) day. No segment or segments shall remain unpaved over or through the weekend (Friday p.m. to Monday a.m.). Contractor shall pay to the County of Riverside the sum of \$1,000.00 per day, for each and every calendar day's delay in completing paving within the number of calendar days prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.

Item 2: Work Sequencing / Order of Work

Refer to Section 10-1.02, "Work Sequencing / Order of Work," on pages 16 and 17 of the special provisions.

- The following paragraph is added to Section 10-1.02 and is made a part hereby:

Paving Restrictions

All areas that have been pulverized or excavated (for reconstruction) must be repaved and delineated with temporary traffic stripes within 4 calendar days or by Friday (end of workday) of the same week whichever is earliest.

- Delete the paragraph labeled "1st Lift of Asphalt over Pulverized Road", and replace it with the following paragraph:

1st Lift of Asphalt over Pulverized or Excavated (for reconstruction) Road

The Contractor must place the first lift of HMA within four (4) calendar days or by Friday (end of workday) of the same week whichever is earliest from the day the roadway was pulverized and/or excavated (for reconstruction). A roadway segment is hereby defined as that area of road pulverized and/or excavated in one (1) day. No roadway segment or segments shall remain unpaved over or through the weekend (Friday p.m. to Monday a.m.).

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Recommended by:

Mike Heath

Mike Heath, PE
Engineering Project Manager



Concurrence:

Khalid Nasim

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____

John J. Jr

(Contractor)

Date: 10/25/23

JRJ:jjr:jr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).



Corporate Resolution

At a meeting of the Board of Directors of MATICH CORPORATION, a California corporation duly called and held on the 15th day of October 2021, a quorum being present the following RESOLUTION was adopted:

Resolved, the Corporate Officers for Matich Corporation are:

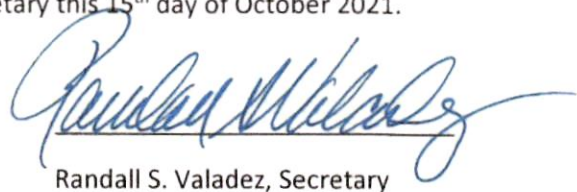
PRESIDENT	ROBERT M. MATICH
VICE PRESIDENT & TREASURER	RANDALL S. VALADEZ
VICE PRESIDENT & CORPORATE SECRETEARY	RANDALL S. VALADEZ
VICE PRESIDENT – ESTIMATING	JASON G. JONES
VICE PRESIDENT – CONSTRUCTION OPERATIONS	JACOB O. READE

FURTHER RESOLVED, that the above listed Corporate Officers are duly authorized to sign document (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 in the records of the Board of Directors of said company, and do so certify that the same is 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 hereunto set my hand as such Secretary this 15th day of October 2021.



Randall S. Valadez, Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **149783**

Entity CORP

Business Name MATICH CORPORATION

Classification(s) A B

Expiration Date 11/30/2025

www.cslb.ca.gov



Contractor Information

Legal Entity Name
MATICH CORPORATION

Legal Entity Type
Corporation

Status
Active

Registration Number
1000004260

Registration effective date
7/1/2022

Registration expiration date
6/30/2025

Mailing Address
P O BOX 10 HIGHLAND 92346 CA United States of America

Physical Address
1596 E HARRY SHEPPARD BLVD SAN BERNARDINO 92408 ...

Email Address

Trade Name/DBA
MATICH CORPORATION

License Number(s)
CSLB:149783

Registration History

Effective Date	Expiration Date
6/5/2018	6/30/2019
5/8/2017	6/30/2018
6/7/2016	6/30/2017
7/8/2015	6/30/2016
12/22/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:
Robert Matich

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:
Robert Matich

Agent of Service Mailing Address:
1596 Harry Sheppard Blvd. San Bernardino 92408 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your
current workers
compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:MATICH CORPORATION**Insurance Carrier:**

FEDERAL INSURANCE COMPANY**Policy Number:**54303168**Inception date:**7/1/2021

Expiration Date:6/30/2022

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

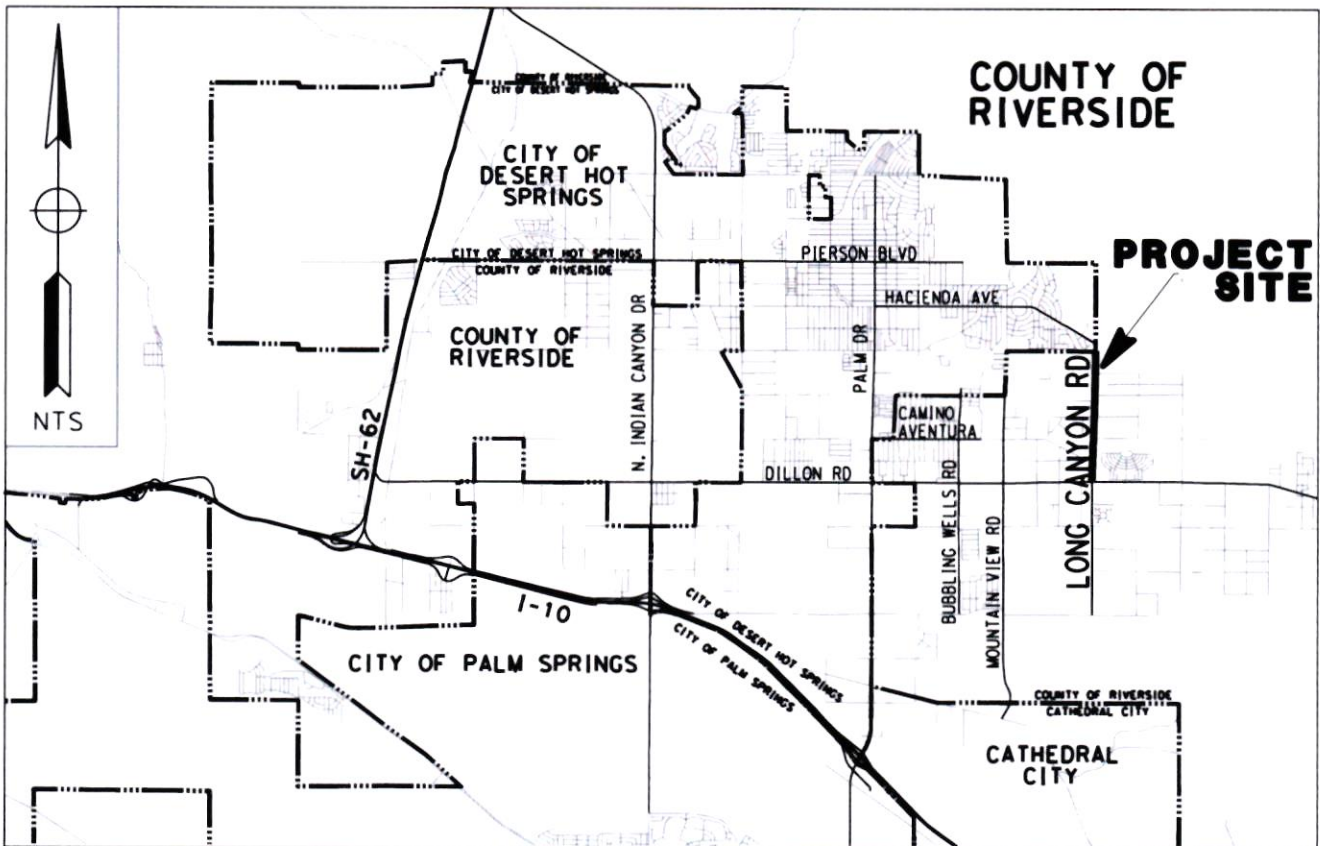
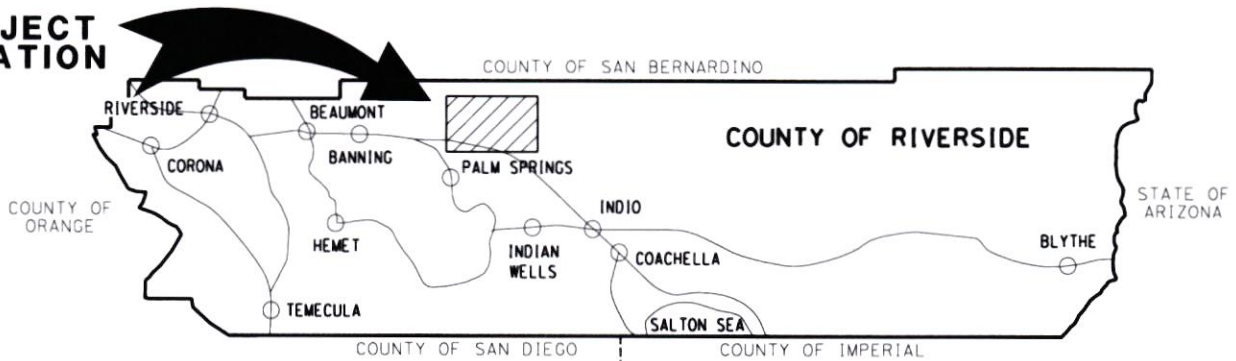
LONG CANYON ROAD RESURFACING

DILLON ROAD TO HACIENDA AVENUE / CITY OF DESERT HOT SPRINGS LIMIT

COMMUNITY OF SOUTHEAST DESERT HOT SPRINGS

PROJECT No. D0-0104

PROJECT LOCATION



VICINITY MAP

Attachment "A"

County of Riverside - Transportation Department

Expenses as of 11/1/2023

Project: Long Canyon Road Resurfacing

Project No.: D0-0104

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	33,476		34,000	60,000	34,000
Environmental	3,777	1,000	5,000	14,000	5,000
Design	199,556	15,000	215,000	200,000	215,000
Right-of-way					
Utilities					
Construction		1,808,428			
Construction Contingency 10%		180,843	1,990,000	1,110,000	1,990,000
Construction Engineering & Inspection		320,000	320,000	200,000	320,000
Construction Survey		95,000	95,000	55,000	95,000
Totals:	236,809	2,420,271	2,659,000	1,639,000	2,659,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
223	Gas Tax/SB1	1,639,000	2,652,000
990	Miscellaneous (Mission Springs Water District)		7,000
Totals		1,639,000	2,659,000

Comments

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot
Community of Southeast Desert Hot Springs
Project No. D0-0104**

Advertised: October 3, 2023 (Agenda Item: 3.27)

Addenda: 1 (10/17/23)

Bids Open: 2 pm Date: Wednesday, October 25, 2023

Company Name	BASE BID SCHEDULE Long Canyon Road Resurfacing	ALTERNATIVE BID SCHEDULE 1 Mission Springs Water District (MSWD) Facility Adjustments	Project Total
COUNTY'S ESTIMATE	2,103,650.00	6,000.00	\$2,109,650.00
1 Match Corporation	1,802,578.00	5,850.00	\$1,808,428.00
2 Vance Corporation	1,810,876.00	18,000.00	\$1,828,876.00
3 LCR Earthwork & Engineering, Corp.	1,938,325.00	6,600.00	\$1,944,925.00
4 Granite Construction Company	2,040,417.50	9,600.00	\$2,050,017.50
5 Hardy & Harper, Inc.	2,044,700.00	12,300.00	\$2,057,000.00
6 Calmex Engineering, Inc.	2,191,820.00	7,500.00	\$2,199,320.00
7 ATP General Engineering Contractors	2,384,370.00	5,805.00	\$2,390,175.00
<i>Average Bid Prices</i>	\$2,030,440.93	\$9,379.29	\$2,039,820.21

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104**

Advertised: October 3, 2023 (Agenda Item: 3.27)

Addenda: 1 (10/17/23)

Bids Open: 2 pm Date: Wednesday, October 25, 2023

BASE BID SCHEDULE - Long Canyon Road Resurfacing		COUNTY'S ESTIMATE				Match Corporation San Bernardino, CA 92408		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	18,000.00	18,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	15,000.00	15,000.00	7,600.00	7,600.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	125,000.00	125,000.00	261,000.00	261,000.00
4	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	29,400.00	29,400.00
5	170101	DEVELOP WATER SUPPLY	LS	1	7,500.00	7,500.00	5,900.00	5,900.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	25,000	2.50	62,500.00	2.63	65,750.00
7	190185	SHOULDER BACKING	LF	15,000	2.50	37,500.00	2.77	41,550.00
8	190101(F)	ROADWAY EXCAVATION	CY	2,200	60.00	132,000.00	78.00	171,600.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	4,200	15.00	63,000.00	4.00	16,800.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	9,500	120.00	1,140,000.00	94.00	893,000.00
11	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	SQFT	7,000	50.00	350,000.00	27.00	189,000.00
12	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	345	5.00	1,725.00	6.60	2,277.00
13	820410	SALVAGE ROADSIDE SIGN	EA	1	125.00	125.00	76.00	76.00
14	820610	RELOCATE ROADSIDE SIGN	EA	1	500.00	500.00	150.00	150.00
15	820840	ROADSIDE SIGN - ONE POST	EA	1	500.00	500.00	330.00	330.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	400	12.00	4,800.00	4.80	1,920.00
17	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	23,500	1.00	23,500.00	0.35	8,225.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	90,000.00	90,000.00	90,000.00	90,000.00
BASE BID SCH - SUB-TOTAL						2,103,650.00		1,802,578.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104

Advertised: October 3, 2023 (Agenda Item: 3.27)

Addenda: 1 (10/17/23)

Bids Open: 2 pm Date: Wednesday, October 25, 2023

ALTERNATIVE BID SCHEDULE 1 - Mission Springs Water District (MSWD) Facility Adjustments		COUNTY'S ESTIMATE			Match Corporation San Bernardino, CA 92408		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID UNIT PRICE	BID ESTIMATE
19	710220	ADJUST UTILITY COVER TO GRADE (MSWD CONCRETE ENCA	EA	3	2,000.00	1,950.00	5,850.00
		ALT BID SCH 1 - SUB-TOTAL				6,000.00	5,850.00
		ITEM 19					

PROJECT TOTAL	2,109,650.00	1,808,428.00
ITEMS 1 - 19		

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Long Canyon Road Resurfacing

Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104

Advertised: October 3, 2023 (Agenda Item: 3.27)

Addenda: 1 (10/17/23)

Bids Open: 2 pm Date: Wednesday, October 25, 2023

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	30,000.00	30,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	8,000.00	8,000.00	10,000.00	10,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	144,000.00	144,000.00	95,000.00	95,000.00
4	170103	CLEARING AND GRUBBING	LS	1	66,000.00	66,000.00	25,000.00	25,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	8,000.00	8,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	25,000	2.50	62,500.00	3.25	81,250.00
7	190185	SHOULDER BACKING	LF	15,000	2.00	30,000.00	2.50	37,500.00
8	190101(F)	ROADWAY EXCAVATION	CY	2,200	62.50	137,500.00	55.00	121,000.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	4,200	8.50	35,700.00	15.00	63,000.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	9,500	104.30	990,850.00	120.00	1,140,000.00
11	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	SQFT	7,000	31.00	217,000.00	30.00	210,000.00
12	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	345	6.80	2,346.00	10.00	3,450.00
13	820410	SALVAGE ROADSIDE SIGN	EA	1	80.00	80.00	800.00	800.00
14	820610	RELOCATE ROADSIDE SIGN	EA	1	160.00	160.00	800.00	800.00
15	820840	ROADSIDE SIGN - ONE POST	EA	1	340.00	340.00	900.00	900.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	400	5.00	2,000.00	10.00	4,000.00
17	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	23,500	0.40	9,400.00	0.75	17,625.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	90,000.00	90,000.00	90,000.00	90,000.00
BASE BID SCH - SUB-TOTAL						1,810,876.00		1,938,325.00
ITEMS 1 - 18								

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Long Canyon Road Resurfacing

Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104

Advertised: October 3, 2023 (Agenda Item: 3.27)

Addenda: 1 (10/17/23)

Bids Open: 2 pm Date: Wednesday, October 25, 2023

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
BASE BID SCHEDULE - Long Canyon Road Resurfacing					Granite Construction Company Indio, CA 92203		Hardy & Harper, Inc. Lake Forest, CA 92630	
1	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	9,800.00	9,800.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	15,000.00	15,000.00	19,800.00	19,800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	125,000.00	125,000.00	143,199.00	143,199.00
4	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	42,000.00	42,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	7,500.00	7,500.00	8,100.00	8,100.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	25,000	2.20	55,000.00	5.20	130,000.00
7	190185	SHOULDER BACKING	LF	15,000	2.00	30,000.00	4.30	64,500.00
8	190101(F)	ROADWAY EXCAVATION	CY	2,200	198.00	435,600.00	76.00	167,200.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	4,200	12.00	50,400.00	9.50	39,900.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	9,500	98.00	931,000.00	115.00	1,092,500.00
11	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	SQFT	7,000	34.00	238,000.00	32.00	224,000.00
12	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	345	6.50	2,242.50	7.00	2,415.00
13	820410	SALVAGE ROADSIDE SIGN	EA	1	75.00	75.00	81.00	81.00
14	820610	RELOCATE ROADSIDE SIGN	EA	1	150.00	150.00	160.00	160.00
15	820840	ROADSIDE SIGN - ONE POST	EA	1	325.00	325.00	350.00	350.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	400	4.75	1,900.00	5.00	2,000.00
17	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	23,500	0.35	8,225.00	0.37	8,695.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	90,000.00	90,000.00	90,000.00	90,000.00
BASE BID SCH - SUB-TOTAL						2,040,417.50		2,044,700.00
ITEMS 1 - 18								

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Long Canyon Road Resurfacing

Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104

Advertised: October 3, 2023 (Agenda Item: 3.27)

Addenda: 1 (10/17/23)

Bids Open: 2 pm Date: Wednesday, October 25, 2023

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
BASE BID SCHEDULE - Long Canyon Road Resurfacing					Calmix Engineering, Inc. Bloomington, CA 92316	ATP General Engineering Contractors San Diego, CA 92123		
1	066100	DUST ABATEMENT	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	15,000.00	15,000.00	15,000.00	15,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	125,000.00	125,000.00	401,700.00	401,700.00
4	170103	CLEARING AND GRUBBING	LS	1	40,000.00	40,000.00	50,000.00	50,000.00
5	170101	DEVELOP WATER SUPPLY	LS	1	7,500.00	7,500.00	7,500.00	7,500.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	25,000	2.90	72,500.00	4.90	122,500.00
7	190185	SHOULDER BACKING	LF	15,000	4.00	60,000.00	6.00	90,000.00
8	190101(F)	ROADWAY EXCAVATION	CY	2,200	233.00	512,600.00	105.00	231,000.00
9	013908	ASPHALT CONCRETE DRIVEWAY	SQFT	4,200	5.60	23,520.00	23.00	96,600.00
10	390132	HOT MIX ASPHALT (TYPE A)	TON	9,500	108.00	1,026,000.00	110.00	1,045,000.00
11	017314	MINOR CONCRETE (DIP SECTION) (CRS 307)	SQFT	7,000	28.00	196,000.00	28.00	196,000.00
12	810230(F)	PAVEMENT MARKER (RETROREFLECTIVE)	EA	345	7.00	2,415.00	7.00	2,415.00
13	820410	SALVAGE ROADSIDE SIGN	EA	1	80.00	80.00	75.00	75.00
14	820610	RELOCATE ROADSIDE SIGN	EA	1	160.00	160.00	150.00	150.00
15	820840	ROADSIDE SIGN - ONE POST	EA	1	350.00	350.00	325.00	325.00
16	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	400	5.00	2,000.00	4.75	1,900.00
17	840656(F)	PAINT TRAFFIC STRIPE (2-COAT)	LF	23,500	0.37	8,695.00	1.03	24,205.00
18	010602	MISCELLANEOUS WORK (AS DIRECTED)	FA	1	90,000.00	90,000.00	90,000.00	90,000.00
BASE BID SCH - SUB-TOTAL						2,191,820.00		2,384,370.00
ITEMS 1 - 18								



Mark Lancaster, P.E.
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/
Capital Projects

Russell Williams
Deputy for Transportation/
Planning and Development

Transportation Department

ADDENDUM NUMBER 1

Dated October 17, 2023

to the
Specifications and Contract Documents
for the construction of

Long Canyon Road Resurfacing
Dillon Road to Hacienda Avenue / City of Desert Hot Springs Limit
Community of Southeast Desert Hot Springs
Project No. D0-0104

Bids Due: Wednesday, October 25, 2023; 2:00 p.m.

14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

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

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

<https://trans.rctlma.org/notices-inviting-bids>

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Additional Liquidated Damages

Refer to Section 00-1.04, "Liquidated Damages", on page 3 of the special provisions. Delete the fifth paragraph of Section 00-1.04, and replace it with the following paragraph:

Asphalt Paving:

In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed within four (4) calendar days or by Friday (end of workday) of the same week whichever is earliest of the pulverizing or excavation (for reconstruction) of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road pulverized or removed in one (1) day. No segment or segments shall remain unpaved over or through the weekend (Friday p.m. to Monday a.m.). Contractor shall pay to the County of Riverside the sum of \$1,000.00 per day, for each and every calendar day's delay in completing paving within the number of calendar days prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.

Item 2: Work Sequencing / Order of Work

Refer to Section 10-1.02, "Work Sequencing / Order of Work," on pages 16 and 17 of the special provisions.

- The following paragraph is added to Section 10-1.02 and is made a part hereby:

Paving Restrictions

All areas that have been pulverized or excavated (for reconstruction) must be repaved and delineated with temporary traffic stripes within 4 calendar days or by Friday (end of workday) of the same week whichever is earliest.

- Delete the paragraph labeled "1st Lift of Asphalt over Pulverized Road", and replace it with the following paragraph:

1st Lift of Asphalt over Pulverized or Excavated (for reconstruction) Road

The Contractor must place the first lift of HMA within four (4) calendar days or by Friday (end of workday) of the same week whichever is earliest from the day the roadway was pulverized and/or excavated (for reconstruction). A roadway segment is hereby defined as that area of road pulverized and/or excavated in one (1) day. No roadway segment or segments shall remain unpaved over or through the weekend (Friday p.m. to Monday a.m.).

This addendum has been prepared under the direction of the following registered Civil Engineer(s):

Recommended by:

Mike Heath

Mike Heath, PE
Engineering Project Manager



Concurrence:

Khalid Nasim

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ **Date:** _____
(Contractor)

JRJ:jrj:jr

Note: Refer to Instruction to Bidders Item No. 8, "Addenda". Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of this acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page of the Bid form (Proposal).