

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of June, 2002, by and between the City of Redlands, a Municipal Corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "City", and Matich Corporation of the City of Colton, County of San Bernardino, State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK:** The contractor will furnish all materials and will perform all of the work for the following:
To perform construction of the Street Resurfacing Improvements project, complete, all as shown, specified, and made a part of Contract No. 101304-7230/40002.
2. **THE CONTRACT SUM OF: \$155,551.00**
3. **TIME FOR COMPLETION:** The work shall be completed within thirty (30) work days from and after the date of the Notice to Proceed.
4. **CONTRACT DOCUMENTS:** The complete contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposal and Bid Forms, Bid Bond, Agreement, Performance Bond, Payment Bond, Plans and Specifications, all referenced specifications, and any Addenda thereto.
5. **ATTORNEY FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of this contract the prevailing party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorney's fees.
6. **DEFENSE OBLIGATION:** The contractor shall defend the City, its elected officials, officers, agents, and employees from and against any and all claims, losses, damages, and causes of action, including death, brought by any person or persons for or on account of any wrongful or negligent act or omission of the contractor, its employees or agents in connection with the performance of the contractor's obligation under this contract.
7. **INSURANCE:** All policies of insurance required by this contract shall name the City, its elected officials, employees, and agents as additional insureds, and such insurance shall be primary with respect to such additional insureds and non-contributing to any insurance or self-insurance maintained by the additional insureds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

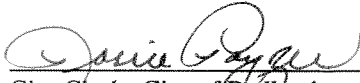
CITY SEAL

By:



Mayor, City of Redlands
County of San Bernardino, California

ATTEST:



City Clerk, City of Redlands
County of San Bernardino, California

CONTRACTOR SEAL

By:

Matich Corporation

Name of Contractor



Signature of Authorized Agent **Eugene Boisvert**

Signatory's Title

Vice President

Signature of Authorized Agent (if necessary)

Signatory's Title (if necessary)

149783, Class A

Contractor's License No.

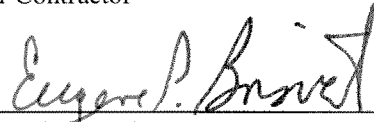
WORKERS' COMPENSATION INSURANCE STATEMENT

I, the undersigned and authorized agent for the contractor, am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under the City's Contract No. 101304-7230/40002.

Matich Corporation

Name of Contractor

By:



Signature of Authorized Agent **Eugene Boisvert**

Signatory's Title

Vice President

149783, Class A

Contractor's License No.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as City), and Matich Corporation (hereinafter designated as Principal) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated June 4, 2002, and identified as Contract No. 101304-7230/40002, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient faithful performance bond with the City.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City in the sum of One Hundred Fifty Five Thousand Five Hundred Fifty ^{*Five} ~~dollars~~ (\$ 155,551.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, or his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the City, its elected officials, officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named,

on June 10th, 2002.

Bond No. 3SE 057 595 00
Premium: \$1190.00

Matich Corporation (SEAL)
Principal

By: Eugene P. Boisvert
Signature
Eugene Boisvert Vice President

American Manufacturers Mutual Insurance
Company
Surety

By: Jane Kepner
Signature **Jane Kepner, Attorney-in-Fact**
Address: 7470 No. Figueroa, Suite 300

Los Angeles, CA 90041

Telephone: (323) 341 5493

(Notarial Acknowledgments of Principal and Surety)

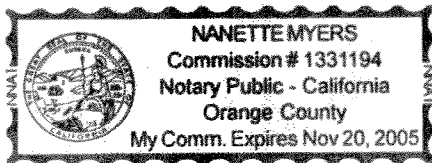
State of California

County of Orange

On 6/10/02 before me, Nanette Myers, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jane Kepner
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ 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.



WITNESS my hand and official seal.

Nanette Myers
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ TRUSTEE(S) ☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PAYMENT BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Matich Corporation (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated June 4, 2002, and identified as Contract No. 101304-7230/40002, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient labor and materials payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and any other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California in the sum of One Hundred Fifty Five Thousand Five Hundred Fifty Five dollars (\$155,551.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named,

on June 10th, 2002.

Bond No. 3SE 057 595 00

Matich Corporation (SEAL)
Principal

By:

Signature

Eugene Boisvert Vice President

American Manufacturers Mutual (SEAL)
Surety Insurance Company

By:

Signature

Jane Kepner, Attorney-in-Fact

Address: 7470 No. Figueroa, Suite 300

Los Angeles, CA 90041

(Notarial Acknowledgments of Principal and Surety)

Telephone: (323) 341-5493

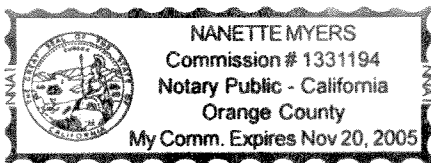
State of California

County of Orange

On 6/10/02 before me, Nanette Myers, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jane Kepner
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ 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.



WITNESS my hand and official seal.

Nanette Myers
SIGNATURE OF NOTARY

OPTIONAL

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SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Illinois, having their principal office in Long Grove, Illinois (hereinafter collectively referred to as the "Company") do hereby appoint

Jane Kepner , Mike Parizino , James A. Schaller , Alexis H. Bryan , Nanette Mariella-Myers , Linda Enright , Leigh McDonough , Jeri Apodaca , Patricia H. Brebner , Suzanne Edwards and Rhonda C. Abel of COSTA MESA , CA (EACH)

their true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

AUDITOR/CONTROLLER-RECORDER COUNTY CLERK



COUNTY OF SAN BERNARDINO

AUDITOR/CONTROLLER • 222 West Hospitality Lane, Fourth Floor
San Bernardino, CA 92415-0018 • (909) 387-8322 • Fax (909) 386-8830

RECORDER • COUNTY CLERK • 222 West Hospitality Lane, First Floor
San Bernardino, CA 92415-0022 • (909) 387-8306 • Fax (909) 386-8940

LARRY WALKER
Auditor/Controller-Recorder
County Clerk

ELIZABETH A. STARBUCK
Assistant Auditor/Controller-Recorder
Assistant County Clerk

STATE OF CALIFORNIA
County of San Bernardino

LARRY WALKER, County Clerk

CERTIFICATE OF FACT

(Code of Civil Procedure – Section 995.640 & 995.660))

I Larry Walker, County Clerk for the State of California, in and for the County of San Bernardino, do hereby certify that I am the Official Custodian of the Record of the Office of County Clerk.

I do further certify that:

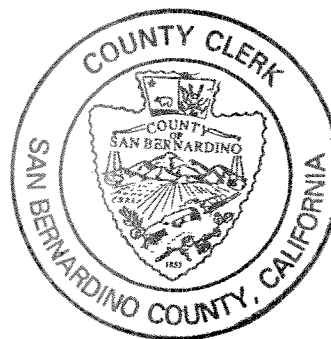
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

IS admitted to transact Surety insurance in this state pursuant to the list of United States Domiciliary Insurers, dated 11-25-1974 as provided to the County of San Bernardino Clerk's Office by the State of California, Department of Insurance, San Francisco.

In witness thereof, my Deputy Clerk has hereto set their hand and affixed the seal of the County Clerk this JULY 26 ,2002

By: _____

CARLA MIMS , Deputy Clerk



(S:\County Clerk\Certificate of Fact)

WILLIAM H. RANDOLPH
County Administrative Officer

Board of Supervisors
BILL POSTMUS First District
JON D. MIKELS Second District
DENNIS HANSBERGER Third District
FRED AGUIAR Fourth District
JERRY EAVES Fifth District

Company Profile



AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

1 KEMPER DRIVE
LONG GROVE, IL 60049-0001
800-833-0355

Former Names for Company

Old Name: AMERICAN KEMPER MUTUAL INSURANCE
COMPANY

Effective Date: 11-25-1974

Agent for Service of Process

LORI CASTANEDA, 2730 GATEWAY OAKS DR SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	30562
NAIC Group #:	0108
California Company ID #:	2173-3
Date authorized in California:	November 25, 1974
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

Lines of Insurance Authorized to Transact

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
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS

PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information



[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - July 01, 2002 07:41 AM
Copyright © California Department of Insurance
Disclaimer

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/10/02**PRODUCER**

Aon Risk Services, Inc. of Southern California
1901 Main Street
Suite 300
Irvine CA 92614 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (949) 608-6300

FAX: (949) 608-6451

INSURED

Matich Corporation
P.O. Box 50000
San Bernardino CA 92412 USA

INSURERS AFFORDING COVERAGE

INSURER A: TIG Insurance Company

INSURER B: Fairmont Insurance Co

INSURER C:

INSURER D:

INSURER E:

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC	T637675133 GL/Auto	7/1/2001	7/1/2002	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE(Any one fire) \$50,000 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
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCR80068237 Workers' Compensation	7/1/2001	7/1/2002	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Street Resurfacing Improvements. Contract No. 101304-7230/40002 See Endorsement Attached

CERTIFICATE HOLDER

City of Redlands
P.O. Box 3005
Redlands CA 92373 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY OR ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

Certificate No:

570002968031

Holder Identifier:

ACORD CORPORATION 1988

POLICY NUMBER: T637675133

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Redlands, its elected officials, officers, agents and employees.

Re: Street Resurfacing Improvements
Contract No. 101304-7230/40002

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of or related to "your work" or its supervision for that insured by or for you.

				Endorsement No.	
ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED	
	Month/Day/Year	12:01 A.M.	NOON	PRODUCER AND CODE	
COMPANY				CONSTRUCTION PROGRAM GROUP	
TIG INSURANCE COMPANY	7/1/01	XXX		630289	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

ADDITIONAL INSURED PRIMARY WORDING

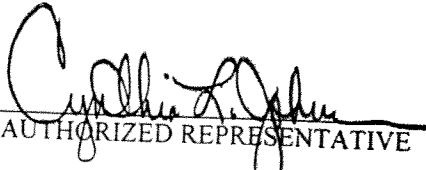
The following changes are made to SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The following is added as condition 4. **Other Insurance**. AS subparagraph d. **Additional Insured**:

d. Additional Insured

Where you have entered into a written contract or agreement to name a person or organization as an insured under this Coverage part and that written contract or agreement requires this insurance to be primary and noncontributory, we will not seek contribution from any other insurance unless the "Amendment of Other Insurance Condition", CG 00 55 03 97, endorsement applies.

All other terms and conditions remain unchanged.


AUTHORIZED REPRESENTATIVE