

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

109A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 1, 2012

SUBJECT: Dillon Road rehabilitation from Avenue 44 to Landfill Road in the City of Indio, City of Coachella, and unincorporated area of Riverside County.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve one Addendum to the specifications and plans, issued prior to the January 11, 2012 bid opening.
2. Accept the low bid of Match Corporation of San Bernardino, CA in the amount of \$638,200.
3. Award the contract to Match Corporation and authorize the Chairman of the Board to execute the contract documents.

Juan C. Perez
Director of Transportation

JCP:jrj:sb:rr
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 638,200	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012
SOURCE OF FUNDS: Measure A, Coachella Valley (75%), City of Indio (20%), City of Coachella (5%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
There are no General Funds used in this project				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: SPC/1417 3/5/12 DATE
MARSHAL VICTOR

Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 12/20/11, Item 3.22 | District: 4th/4th | Agenda Number:

3.22

The Honorable Board of Supervisors

RE: Dillon Road rehabilitation from Avenue 44 to Landfill Road in the City of Indio, City of Coachella, and unincorporated area of Riverside County.

March 1, 2012

Page 2 of 2

BACKGROUND: By Minute Order dated December 20, 2012 (agenda item 3.22) the Board authorized the Clerk of the Board to advertise for the construction of Dillon Road rehabilitation from Avenue 44 to Landfill Road in the City of Indio, City of Coachella, and unincorporated area of Riverside County. Additionally, the specifications and plans were approved by the Board within this agenda item.

During the advertisement period, one addendum was issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and to take into account all issued addenda on their Contractor's Proposal to be considered for award. The addendum was issued to clarify and modify the approved contract documents. The addendum is attached as Addendum No. 1.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, January 11, 2012. Seven bids were received, ranging from \$638,200 to \$844,718. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Matich Corporation of San Bernardino, in the amount of \$638,200 which is \$129,975 (17%) below the Engineer's Estimate.

The improvements will consist of grind in place and overlay of existing pavement, cold plane and overlay, and reconstruction of the intersection at Avenue 44. Additional improvements include replacement of existing asphalt concrete dikes and overside drains, shoulder backing, and placement of thermoplastic pavement markings and striping.

The City of Indio and the City of Coachella will reimburse the improvement costs to the County for the improvements being performed within their respective jurisdictions. By Minute Order dated January 10, 2012 (agenda item 3.66) the Board of Supervisors has approved the cooperative agreement between the County and Cities.

The contractor is qualified.

The Contractor has executed the contract and has provided bonds and insurance documents which meet the requirements of the contract.

Project Number: B8-0609

Attachment "A"

Riverside County Transportation Department

Project: DILLON ROAD
 County of Riverside, City of Coachella, City of Indio : RESURFACING PROJECT - 170' S'ly of Avenue 44 to 0.28 mi N'ly of Landfill Rd

Project No.(s): B8-0609 12/31/2011

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	6,028		6,028	2,000	6,000
Design	27,154		27,154	51,000	27,000
Right-of-way					
Utilities					
Construction		638,200	702,020	627,000	702,000
Construction Contingency 10.0%		63,820			
Construction Engineering & Inspection	8,243	150,000	158,243	51,000	158,000
Construction Survey	3,064	40,000	43,064	7,000	43,000
Totals:	44,489	892,020	936,509	738,000	936,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
301	Measure A/Coachella Valley	387,000	825,000
711	City of Indio		220,000
707	City of Coachella		55,000
Totals		387,000	1,100,000

Comments

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFPs Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Matich Corporation
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Minority Status:

M W DV None

Vendor/Lessor Location:	San Bernardino, CA
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Local Preference Applied: Yes No N/A

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 638,200.00 to \$ 844,717.75
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 638,200.00 to \$ 844,717.75

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

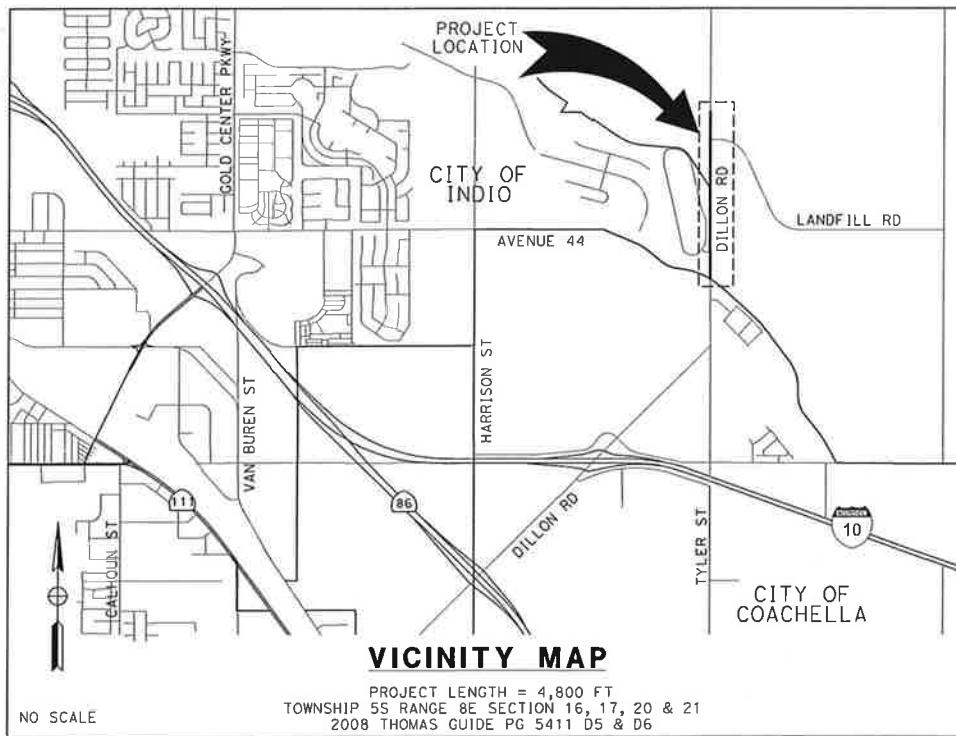
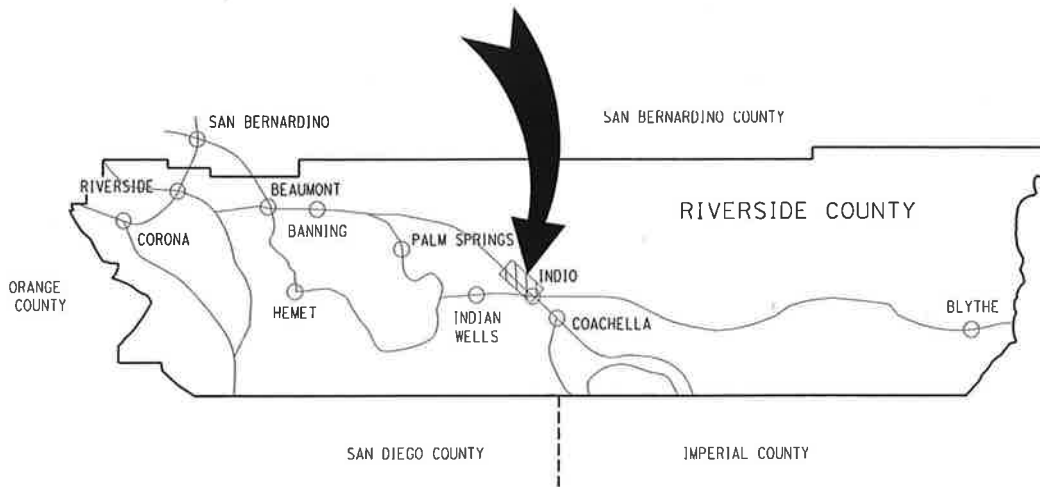
1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(Continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

**DILLON ROAD
REHABILITATION PROJECT**





COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

ADDENDUM NUMBER 1

Dated January 5, 2012

to the
Specifications and Contract Documents
for the construction of

Dillon Road Rehabilitation Project
From Avenue 40 to Landfill Road

Project No. B8-0609

Bids Due: Wednesday, January 11, 2012; 2:00 PM
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 Contractor's 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:

www.tlma.co.riverside.ca.us/trans/con_bid_advertisements.html

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

Item 1: Retention Payments. Refer to "General Conditions" page 8 Section 10 "Payment and Monthly Estimates." Delete and replace the first paragraph with the following:

"Director of Transportation, once each month, after said work is commenced and until after the completion and acceptance thereof, shall make and deliver to

Addendum No. 1
 Dillon Road rehabilitation Project
 Project No. B8-0609
 January 5, 2012
 Page 2 of 2

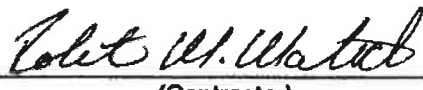
Contractor duplicate certificates stating the value of work then completed according to the contract, estimated according to the standard of the unit contract price, and thereupon Contractor shall be paid an amount sufficient with all previous payments to make the aggregate ninety five percent (95%) of the amount earned as certified. Maximum value of progress payment retention, as set forth in Section 9-1.06 of the Standard Specifications and any other referenced text, shall be five (5%)."

Prepared by:



Joel Jimenez, PE; Senior Civil Engineer, Contracts/Bidding Unit

Acknowledged:



Date: January 11, 2012

JRJ:jrf:sb

Robert M. Matigh (Contractor) Vice President

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road rehabilitation project, Ave. 44 to Landfill Road

Advertised: December 20, 2011 (Agenda Item: 3.22)

Addenda: 1(01/05/2012)

Bids Open: 2 pm Date: Wednesday, January 11, 2012

PROJECT NO. B8-0609

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	COUNTY'S ESTIMATE				Match Corporation Highland, CA 92346	
				QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	7,000.00	7,000.00	
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	2,000.00	2,000.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	32,000.00	32,000.00	
4	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	33,752.00	33,752.00	
5	160101	CLEARING AND GRUBBING	LS	1	3,500.00	3,500.00	4,000.00	4,000.00	
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,955	2.00	41,910.00	1.60	33,528.00	
7	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25')	SQYD	1,150	15.00	17,250.00	8.00	9,200.00	
8	190101	ROADWAY EXCAVATION	CY	630	50.00	31,500.00	21.00	13,230.00	
9	260201	CLASS 2 AGGREGATE BASE	CY	330	55.00	18,150.00	32.70	10,791.00	
10	390129	HOT MIX ASPHALT TYPE "C"	TON	7,680	75.00	576,000.00	60.00	460,800.00	
11	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	50	10.00	500.00	1.60	80.00	
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	3,065	7.00	21,455.00	1.60	4,904.00	
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (INCLUDING AC and 18" CMP DOWNDRAIN)	EA	3	800.00	2,400.00	1,000.00	3,000.00	
14	000003	PLACE ASPHALT CONCRETE DIKE TRANSITIONS	LF	50	10.00	500.00	1.60	80.00	
15	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	35	100.00	3,500.00	23.00	805.00	
16	190185	SHOULDER BACKING	LF	8,790	1.00	8,790.00	0.50	4,395.00	
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,630	1.00	9,630.00	0.50	4,815.00	
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	350	10.00	3,500.00	2.00	700.00	
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	420	4.00	1,680.00	5.00	2,100.00	
20	566011	ROADSIDE SIGN - ONE POST	EA	6	250.00	1,500.00	300.00	1,800.00	
21	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	9	150.00	1,350.00	30.00	270.00	
22	820108	DELINEARTOR (CLASS 2)	EA	11	100.00	1,100.00	50.00	550.00	
23	832002	METAL BEAM GUARD RAILING (STEEL POST & END CAP TERMINI)	LF	24	40.00	960.00	350.00	8,400.00	
Project Total Items 1-23						768,175.00		638,200.00	

Riverside County Transportation Department
Summary of Bids

PROJECT: Dillon Road rehabilitation project, Ave. 44 to Landfill Road

Advised: December 20, 2011 (Agenda Item: 3.22)

Addenda: 1(01/05/2012)

Bids Open: 2 pm Date: Wednesday, January 11, 2012

PROJECT NO. B8-0609

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	900.00	900.00	4,241.30	4,241.30
2	074020	WATER POLLUTION CONTROL	LS	1	2,600.00	2,600.00	3,000.00	3,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	17,500.00	17,500.00	30,000.00	30,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	800.00	800.00	1,000.00	1,000.00
5	160101	CLEARING AND GRUBBING	LS	1	7,900.00	7,900.00	10,000.00	10,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,955	0.97	20,326.35	1.40	29,337.00
7	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25)	SQYD	1,150	4.85	5,577.50	5.50	6,325.00
8	190101	ROADWAY EXCAVATION	CY	630	22.00	13,860.00	25.50	16,065.00
9	260201	CLASS 2 AGGREGATE BASE	CY	330	34.35	11,335.50	39.39	12,998.70
10	390129	HOT MIX ASPHALT TYPE "C"	TON	7,680	72.00	552,960.00	71.50	549,120.00
11	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	50	7.00	350.00	8.00	400.00
12	013903	PLACE ASPHALT CONCRETE DIKE (GRS 212) (6")	LF	3,065	3.65	11,187.25	4.00	12,260.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (INCLUDING AC and 18" CMP DOWNDRAIN)	EA	3	850.00	2,550.00	1,000.00	3,000.00
14	000003	PLACE ASPHALT CONCRETE DIKE TRANSITIONS	LF	50	7.00	350.00	8.00	400.00
15	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	35	107.00	3,745.00	80.00	2,800.00
16	190185	SHOULDER BACKING	LF	8,790	1.30	11,427.00	1.25	10,987.50
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,630	0.35	3,370.50	0.35	3,370.50
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	350	5.25	1,837.50	6.00	2,100.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	420	5.25	2,205.00	6.00	2,520.00
20	566011	ROADSIDE SIGN - ONE POST	EA	6	300.00	1,800.00	300.00	1,800.00
21	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	9	74.00	666.00	75.00	675.00
22	820108	DELINEARTOR (CLASS 2)	EA	11	84.00	924.00	200.00	2,200.00
23	832002	METAL BEAM GUARD RAILING (STEEL POST & END CAP TERMINI)	LF	24	104.00	2,496.00	100.00	2,400.00
Project Total Items 1-23						676,667.60		707,000.00

Riverside County Transportation Department
Summary of Bids

PROJECT: Dillon Road rehabilitation project, Ave. 44 to Landfill Road

Advertised: December 20, 2011 (Agenda Item: 3.22)

Addenda: 1(01/05/2012)

Bids Open: 2 pm Date: Wednesday, January 11, 2012

PROJECT NO. B8-0609

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00	3,200.00	3,200.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	22,000.00	22,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	60,449.80	60,449.80	54,805.00	54,805.00
4	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	5,000.00	5,000.00
5	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	15,000.00	15,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,955	2.20	46,101.00	2.50	52,387.50
7	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25')	SQYD	1,150	6.00	6,900.00	4.00	4,600.00
8	190101	ROADWAY EXCAVATION	CY	630	15.00	9,450.00	23.00	14,490.00
9	260201	CLASS 2 AGGREGATE BASE	CY	330	35.00	11,550.00	31.00	10,230.00
10	390129	HOT MIX ASPHALT TYPE "C"	TON	7,680	69.00	529,920.00	67.00	514,560.00
11	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	50	3.00	150.00	3.00	150.00
12	013903	PLACE ASPHALT CONCRETE DIKE (ORS 212) (6")	LF	3,065	3.00	9,195.00	3.00	9,195.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (INCLUDING AC and 18" CMP DOWNDRAIN)	EA	3	2,500.00	7,500.00	3,200.00	9,600.00
14	000003	PLACE ASPHALT CONCRETE DIKE TRANSITIONS	LF	50	3.00	150.00	5.00	250.00
15	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	35	60.00	2,100.00	10.00	350.00
16	190185	SHOULDER BACKING	LF	8,790	1.00	8,790.00	1.30	11,427.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,630	0.34	3,274.20	0.35	3,370.50
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	350	5.00	1,750.00	5.00	1,750.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	420	5.00	2,100.00	5.00	2,100.00
20	566011	ROADSIDE SIGN - ONE POST	EA	6	285.00	1,710.00	285.00	1,710.00
21	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	9	70.00	630.00	70.00	630.00
22	820108	DELINEATOR (CLASS 2)	EA	11	80.00	880.00	80.00	880.00
23	832002	METAL BEAM GUARD RAILING (STEEL POST & END CAP TERMINI)	LF	24	100.00	2,400.00	230.00	5,520.00
Project Total Items 1-23						716,000.00		743,205.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Dillon Road rehabilitation project, Ave. 44 to Landfill Road

Advertised: December 20, 2011 (Agenda Item: 3.22)

Addenda: 1/01/05/2012

Bids Open: 2 pm Date: Wednesday, January 11, 2012

PROJECT NO. B8-0609

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	6		7	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	7,500.00	7,500.00	6,600.00	6,600.00
2	074020	WATER POLLUTION CONTROL	LS	1	9,850.00	9,850.00	20,000.00	20,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	34,936.10	34,936.10	51,000.00	51,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	4,000.00	4,000.00	3,000.00	3,000.00
5	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00	4,000.00	4,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,955	1.83	38,347.65	0.75	15,716.25
7	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25')	SQYD	1,150	6.00	6,900.00	6.00	6,900.00
8	190101	ROADWAY EXCAVATION	CY	630	31.70	19,971.00	73.00	45,990.00
9	260201	CLASS 2 AGGREGATE BASE	CY	330	56.00	18,480.00	33.00	10,890.00
10	390129	HOT MIX ASPHALT TYPE "C"	TON	7,680	77.00	591,360.00	82.90	636,672.00
11	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	50	2.00	100.00	5.00	250.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	3,065	1.80	5,517.00	4.00	12,260.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (INCLUDING AC and 18" CMP DOWNDRAIN)	EA	3	3,370.00	10,110.00	1,440.00	4,320.00
14	000003	PLACE ASPHALT CONCRETE DIKE TRANSITIONS	LF	50	2.00	100.00	3.50	175.00
15	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	35	34.70	1,214.50	72.00	2,520.00
16	190185	SHOULDER BACKING	LF	8,790	1.61	14,151.90	1.25	10,987.50
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,630	0.32	3,081.60	0.50	4,815.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	350	5.30	1,855.00	6.00	2,100.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	420	3.20	1,344.00	3.50	1,470.00
20	566011	ROADSIDE SIGN - ONE POST	EA	6	196.00	1,176.00	211.00	1,266.00
21	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	9	54.25	488.25	57.00	513.00
22	820108	DELINEARTOR (CLASS 2)	EA	11	48.00	528.00	51.00	561.00
23	832002	METAL BEAM GUARD RAILING (STEEL POST & END CAP TERMINI)	LF	24	106.00	2,544.00	113.00	2,712.00
Project Total Items 1-23						777,555.00		844,717.75

AGREEMENT

THIS AGREEMENT 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, **Dillon Road Rehabilitation Project from Avenue 44 to Landfill Road, Project No. B8-0609**, 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 Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (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 Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

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

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

- (1) 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.
 - (2) 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.
 - (3) 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.

**DILLON ROAD
REHABILITATION PROJECT
FROM AVENUE 44 TO LANDFILL ROAD
PROJECT No. B8-0609**

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	7,000.00	7,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	32,000.00	32,000.00
4	170101	DEVELOP WATER SUPPLY	LS	1	33,752.00	33,752.00
5	160101	CLEARING AND GRUBBING	LS	1	4,000.00	4,000.00
6	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	20,955	1.60	33,528.00
7	011510	COLD PLANE ASPHALT CONCRETE PAVEMENT (.25')	SQYD	1,150	8.00	9,200.00
8	190101	ROADWAY EXCAVATION	CY	630	21.00	13,230.00
9	260201	CLASS 2 AGGREGATE BASE	CY	330	32.70	10,791.00
10	390129	HOT MIX ASPHALT TYPE "C"	TON	7,680	60.00	460,800.00
11	394046	PLACE ASPHALT CONCRETE DIKE (TYPE D)	LF	50	1.60	80.00
12	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	3,065	1.60	4,904.00
13	013902	ASPHALT CONCRETE OVERSIDE DRAIN (INCLUDING AC AND 18" CMP DOWNDRAIN)	EA	3	1,000.00	3,000.00
14	000003	PLACE ASPHALT CONCRETE DIKE TRANSITIONS	LF	50	1.60	80.00
15	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	SQYD	35	23.00	805.00
16	190185	SHOULDER BACKING	LF	8,790	0.50	4,395.00
17	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	9,630	0.50	4,815.00
18	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	350	2.00	700.00
19	850102	PAVEMENT MARKER (REFLECTIVE)	EA	420	5.00	2,100.00
20	566011	ROADSIDE SIGN - ONE POST	EA	6	300.00	1,800.00
21	000003	REMOVE AND SALVAGE ROADSIDE SIGN	EA	9	30.00	270.00
22	820108	DELINEARTOR (CLASS 2)	EA	11	50.00	550.00
23	832002	METAL BEAM GUARD RAILING (STEEL POST & END CAP TERMINI)	LF	24	350.00	8,400.00

PROJECT TOTAL: Six hundred thirty eight thousand, two hundred dollars and zero cents \$638,200.00
ITEMS 1-23 "WORDS"

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

COUNTY OF RIVERSIDE

MATICH CORPORATION

BY _____
Chairman, Board of Supervisors

BY *Robert M. Matich*
Robert M. Matich

Dated _____

TITLE: **Vice President**
(If Corporation, Affix Seal)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

ATTEST:
Megan Nadalet
Megan Nadalet

BY _____
Deputy

TITLE: **Notary Public**

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

License No. **149783**

Federal Employer Identification Number:
95-1810911

BY _____
"County"
(Seal)

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: *Marshall Victor* *3/5/12*
MARSHAL L. VICTOR DATE

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On January 23, 2012 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

personally appeared Robert M. Matich
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Megan Nadalet (Seal)

CORPORATE RESOLUTION

At a meeting of the Board of Directors of MATICH CORPORATION, a California Corporation duly called and held on the 26th day of July, 2010, a quorum being present, the following RESOLUTION was adopted:

“Resolved, the Corporate Officers for Match Corporation are


PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Patrick A. Matich
VICE PRESIDENT – ENGINEERING	Robert M. Matich

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

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

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

IN WITNESS THEREOF, I have hereunto set my hand as such Secretary this 26th day of July, 2010.



Patrick A. Matich, Secretary

PERFORMANCE BOND

Recitals:

1. **Matich Corporation**, (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Dillon Road Rehabilitation Project from Avenue 44 to Landfill Road, Project No. B8-0609.**
2. Safeco Insurance Company of America, a Washington 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 \$ **638,200.00 (Six hundred thirty eight thousand, two hundred 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 the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of January 19, 2012

Matich Corporation
By *Robert M. Matich*

Safeco Insurance Company of America
By *Nanette Myers*

By Robert M. Matich

Type Name Nanette Myers

Title Vice President

Its Attorney in Fact
"Surety"

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On January 23, 2012 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

personally appeared Robert M. Matich,
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 



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On JAN 19 2012 before me, K. Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Nanette Myers
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



PAYMENT BOND

Bond No. 24043404
Premium is Included under Performance
Bond

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **Match Corporation**, as Principal and Original Contractor and Safeco Insurance Company of America, 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 **\$ 638,200.00 (Six hundred thirty eight thousand, two hundred dollars and zero cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Dillon Road Rehabilitation Project from Avenue 44 to Landfill Road, Project No. B8-0609.**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: January 19, 2012

Match Corporation
Original Contractor - Principal

Safeco Insurance Company of America
Surety

By *Robert M. Match*
Robert M. Match

By *Nanette Myers*
Nanette Myers
Its Attorney In Fact

Title Vice President

(If corporation, affix seal)

(Corporate Seal)
See Attached Notary Acknowledgment

(Corporate Seal)

STATE OF CALIFORNIA }
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 parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

ACKNOWLEDGMENT

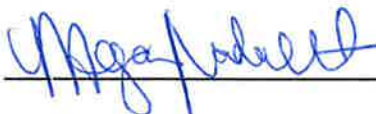
State of California
County of San Bernardino)

On January 23, 2012 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

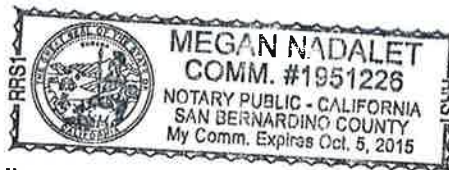
personally appeared Robert M. Matich,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On JAN 19 2012 before me, K. Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Nanette Myers
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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Description of Attached Document

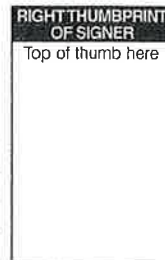
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



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.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint RHONDA C. ABEL, JERI APODACA, NANETTE MYERS, MICHAEL D. PARIZINO, JAMES A. SCHALLER, RACHELLE RHEAULT, KIM LUU, ALL OF THE CITY OF NEWPORT BEACH, STATE OF CALIFORNIA.....

, 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 the penal sum not exceeding FIVE HUNDRED MILLION AND 00/100..... DOLLARS (\$ 500,000,000.00.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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 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 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 executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 20th day of July, 2011.



SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of July, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of JAN 19 2012



By Gregory W. Davenport
Gregory W. Davenport, Vice President

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Company Profile

SAFECO INSURANCE COMPANY OF AMERICA

175 BERKELEY STREET

BOSTON, MA 02116

800-332-3226

Former Names for Company

Old Name: SELECTIVE AUTO & F INS CO AMER

Effective Date: 11-02-1953

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24740
NAIC Group #:	0111
California Company ID #:	1442-3
Date authorized in California:	October 07, 1953
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WASHINGTON

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
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

Want More?

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

Last Revised - May 26, 2011 01:14 PM
Copyright © California Department of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2012

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

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

PRODUCER Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	CONTACT NAME: Diane Weller PHONE (A/C, No, Ext): 949-756-0271 FAX (A/C, No): 949-756-2713 E-MAIL ADDRESS: dweller@alliantinsurance.com PRODUCER CUSTOMER ID #:														
INSURED Match Corporation 1596 Harry Shepard Blvd. San Bernardino CA 92408	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic General Ins Corp</td> <td>24139</td> </tr> <tr> <td>INSURER B: Great American Ins Co</td> <td>16691</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic General Ins Corp	24139	INSURER B: Great American Ins Co	16691	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Great American Ins Co	16691														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 290021888** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			A1CG43921109	7/1/2011	7/1/2012	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A1CA43921109	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			TUE405725705	7/1/2011	7/1/2012	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			A1CW43921109	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Match Job No. 12-059, Riverside County Project No. B8-0609, Dillon Road Rehabilitation Project 30-Day Minimum Notice of Cancellation.
 County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents
 See Attached...

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Match Corporation 1596 Harry Shepard Blvd. San Bernardino CA 92408	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

and representatives, City of Coachella, City of Indio their officers, directors, employees and agents are named as Additional Insured. Waiver of Subrogation applies to Workers' Compensation per attached endorsements.

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.	
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.

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.

Alicia Walker

AUTHORIZED REPRESENTATIVE

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract, but only when coverage for completed operations is specifically required by that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

Debra Wilcox

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

- 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.

Diana Miller

AUTHORIZED REPRESENTATIVE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Location(s) of Covered Operations

As required by written contract.

As required by written contract:

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

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

All other terms and conditions remain unchanged.

Named Insured	Matich Corporation		
Policy Number	A1CG43921109	Endorsement No.	
Policy Period	7/1/11-7/1/12 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

Alina Keller

AUTHORIZED REPRESENTATIVE

see certificate

DATE

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>Where required by written contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

Aline Miller

AUTHORIZED REPRESENTATIVE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:
1. The coverage or limits of this policy, or
 2. The coverage or limits required by said contract or agreement.

Name or Person / Organization: Where required by written contract.

Named Insured	Matich Corporation		
Policy Number	A1CA43921109	Endorsement No.	
Policy Period	7/1/11-7/1/12 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

Aline Weller

AUTHORIZED REPRESENTATIVE

see certificate

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured: Matich Corporaiton
Endorsement Effective Date: see certificate

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Where required by written contract.
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Alicia Miller

AUTHORIZED REPRESENTATIVE

OLD REPUBLIC GENERAL INSURANCE CORPORATION
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

The premium charge for this endorsement is \$0.00

Named Insured	Matich Corporation		
Policy Number	A1CW43921109	Endorsement No.	
Policy Period	7/1/11-7/1/12 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

Aline Weller

 AUTHORIZED REPRESENTATIVE

see certificate

 DATE



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

TAU 9500
(Ed. 11 97)

EXCESS LIABILITY POLICY

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

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

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

INSURING AGREEMENTS

I. COVERAGE

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

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

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

II. LIMITS OF INSURANCE

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

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

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

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

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

III. DEFENSE

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

IV. EXCLUSIONS.

This policy does not apply to:

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

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

B. Any "loss":

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

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

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

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

As used in this exclusion:

- 1. "Hazardous properties" include radioactive, toxic or explosive properties.
- 2. "Nuclear facility" means:
 - a. any "nuclear reactor";
 - b. any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing "spent fuel," or
 - (3) handling, processing or packaging "nuclear waste";
 - c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste," and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 3. "Nuclear material" means "source material," "special nuclear material" or "by-product material."
- 4. "Nuclear property damage" includes all forms of radioactive contamination of property.
- 5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 6. "Nuclear Waste" means any "nuclear waste" material:
 - a. containing "by-product material" other than the tailings of "nuclear wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b. resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph C.2.a. or C.2.b.
- 7. "Source material," "special nuclear material," and "by-product" material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

V. DEFINITIONS

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

VI. CONDITIONS

A. Appeals

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

B. Bankruptcy or Insolvency

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

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

C. Cancellation

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

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

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

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

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

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

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

D. Maintenance of Underlying Insurance

During the period of this policy, you agree:

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

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

E. Notice of Occurrence

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

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

F. Other Insurance

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

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

G. Terms Conformed to Statute

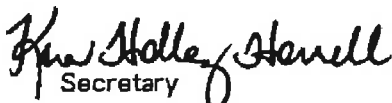
The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes. If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

H. When "Loss" is Payable

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

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

In Witness Whereof, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.


Secretary


President



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-389-5000

TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED LIMITATION ENDORSEMENT

=====

THE FOLLOWING IS ADDED TO SECTION V. - DEFINITIONS:

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

1. THE NAMED INSURED MEANING:

- A. ANY PERSON OR ORGANIZATION LISTED IN ITEM 1. OF THE DECLARATIONS, AND ANY COMPANY OF WHICH YOU OWN MORE THAN 50% AS OF THE EFFECTIVE DATE OF THIS POLICY.
- B. ANY ORGANIZATION YOU NEWLY ACQUIRE OR FORM, OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY, AND OVER WHICH YOU MAINTAIN OWNERSHIP OR MAJORITY INTEREST, WILL QUALIFY TO BE A NAMED INSURED. HOWEVER,

- (1) COVERAGE UNDER THIS ENDORSEMENT IS AFFORDED ONLY UNTIL THE 90TH DAY AFTER YOU ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER;
- (2) COVERAGE DOES NOT APPLY TO "LOSS" THAT OCCURRED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION; AND
- (3) COVERAGE APPLIES ONLY IF THE ORGANIZATION IS INCLUDED UNDER THE COVERAGE PROVIDED BY THE POLICIES LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN FOR NO BROADER COVERAGE THAN IS PROVIDED UNDER SUCH UNDERLYING POLICIES.

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

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

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

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



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-389-5000

TAU 9501 (Ed. 11/97)

Policy No. TUE 4-05-72-57 - 05
Renewal Of TUE 4-05-72-57 - 04

EXCESS LIABILITY POLICY DECLARATIONS

<p>ITEM 1. NAMED INSURED AND MAILING ADDRESS: MATICH CORPORATION 1596 HARRY SHEPARD BOULEVARD SAN BERNARDINO, CA 92408</p>	<p>ITEM 2. POLICY PERIOD: 12:01 A.M. Standard Time at the mailing address of the Named Insured shown at left. From 07-01-2011 To 07-01-2012</p>
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<p>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.</p>	<p>AGENT'S NAME AND ADDRESS: ALLIANT INSURANCE SERVICES 1301 DOVE STREET, SUITE 200 NEWPORT BEACH, CA 92660</p>
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Insurance is Afforded by Company indicated below:
GREAT AMERICAN INSURANCE COMPANY
(A capital stock corporation)

<p>ITEM 3. POLICY PREMIUM: \$ 129,246. PREMIUM BASIS: (X) Flat () Auditable</p>	<p>POLICY MINIMUM PREMIUM: \$ 32,312.</p>
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ITEM 4. LIMITS OF INSURANCE:
The Company's Liability under this policy will not exceed the following limit: 100 percent of "loss" excess of Underlying Insurance stated in Item 5. of the Declarations, but for no greater than:
\$ 25,000,000. Each Occurrence
\$ 25,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

First Underlying Insurance Policy Insurer, Policy No., Policy Period	Applicable Limit
SEE ATTACHED GAI 6003-SCHEDULE A-SCHEDULE OF UNDERLYING POLICIES	\$ GAI6003 Each Occurrence \$ GAI6003 Aggregate Limit (where applicable)
Other Underlying Insurance (Excess of First Underlying Insurance Policy)	Applicable Limit
N/A	\$ 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 _____ Date _____ By _____ Authorized Representative



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

GAI 6003
(Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CW43921009 7/1/11 TO 7/1/12	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) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CA43921009 7/1/11 TO 7/1/12	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) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CG43921009 7/1/11 TO 7/1/12</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>(X) Occurrence Form</p> <p>() Claims-Made Form</p> <p>(X) GENERAL AGGREGATE APPLIES PER PROJECT/LOCATION</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) OLD REPUBLIC GENERAL INSURANCE COMPANY POLICY: A1CG43921009 7/1/11 TO 7/1/12</p>	<p>EMPLOYEE BENEFIT LIABILITY</p>	<p>\$1,000,000. EACH EMPLOYEE</p> <p>\$1,000,000. AGGREGATE</p>

Company Profile

OLD REPUBLIC GENERAL INSURANCE CORPORATION

307 N MICHIGAN AVE 17TH FL

CHICAGO, IL 60601-5382

800-331-5554

Former Names for Company

Old Name: INTERNATIONAL BUSINESS & MERCANTILE REASSURANCE COMPANY
Old Name: MOTORISTS BENEFICIAL INSURANCE COMPANY

Effective Date: 12-14-2006
Effective Date: 04-21-1982

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24139
NAIC Group #:	<u>0150</u>
California Company ID #:	1800-2
Date authorized in California:	June 30, 1965
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.

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 Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

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

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Company Profile

GREAT AMERICAN INSURANCE COMPANY

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

Former Names for Company

Old Name:	AMERICAN CONTINENTAL INSURANCE COMPANY	Effective Date:	12-06-1976
Old Name:	SELECTIVE INSURANCE COMPANY	Effective Date:	06-15-1972
Old Name:	MANUFACTURERS & MERCHANTS INDEMNITY CO.	Effective Date:	09-05-1956

Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16691
NAIC Group #:	<u>0084</u>
California Company ID #:	1301-1
Date authorized in California:	October 17, 1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

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
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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