

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

222A



**FORM APPROVED COUNTY COUNSEL**  
 BY: *[Signature]* 2/17/15  
**DATE**  
 BY: **GREGORY P. PRIAMOS**  
 Departmental Concurrence

**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
February 5, 2015

**SUBJECT:** Accept the Low Bid and Award the Contract for Elm Street and Main Street Resurfacing Projects, Community of Cabazon. 5th District; [\$741,022]; State Funds 100%

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

1. Approve two addenda to the plans and specifications issued prior the December 17, 2014, bid opening; and
2. Accept the low bid of Match Corporation of San Bernardino, CA in the amount of \$741,022; and
3. Award the contract to Match Corporation of San Bernardino and authorize the Chairman of the Board to execute the contract documents; and
4. Approve the project's proposed budget as shown on Attachment "A."

*[Signature: Patricia Romo]*  
 Patricia Romo  
 Assistant Director of Transportation

*[Signature: Juan C. Perez]*  
 Juan C. Perez  
 Director of Transportation and Land Management

JCP:jjr:sb

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (Per Exec. Office)</b>
<b>COST</b>	\$ 741,022	\$ 0	\$ 741,022	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Proposition 1B (State Bond Funds-Local Roads) (100%). There are no General Funds used in this project. **Budget Adjustment:** No  
**For Fiscal Year:** 14/15

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

APPROVE  
*[Signature: Tina Grande]*  
 BY: Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Prev. Agn. Ref.:** 11/4/14, Item 3-39

**District:** 5

**Agenda Number:**

**3-39**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Accept the Low Bid and Award the Contract for Elm Street and Main Street Resurfacing Projects, Community of Cabazon. 5th District; [\$741,022]; State Funds 100%  
**DATE:** February 5, 2015  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

By Minute Order dated November 4, 2014 (Agenda Item 3-39), the Board of Supervisors authorized the Clerk of the Board to advertise for the resurfacing of Elm Street, from Adele Avenue to Bonita Avenue, and resurfacing of Main Street, from Railroad Avenue to Seminole Drive, projects in the community of Cabazon.

The improvements include grinding existing pavement and overlaying with new hot mix asphalt concrete pavement. Shoulder backing material will be placed to protect the outside edge of pavement, prevent edge cracking, and pavement edge deterioration. Safety improvement items include striping, reflective pavement markers, roadside signs, asphalt concrete dike, curb and gutter, and guard railing.

During the advertisement period, two addenda were issued to all registered plan holders as a supplement to the plans and specifications. Bidders were required to acknowledge and take into account all issued addenda on their Contractor's Bid in order to be considered for award. The addenda were issued to clarify and modify the approved contract documents. The addenda are attached. Addendum No. 1 was issued to extend bid receipt date and, Addendum No. 2 was issued to update plans and Specifications.

Three bids were received on December 17, 2014, ranging from \$741,022 to \$984,463. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest responsible bid was submitted by Matich Corporation in the amount of \$741,022, which is \$150,779 (17%) below the Engineer's Estimate.

A non-low bid received from Hillcrest Contracting, Inc. (Hillcrest) was considered non-responsive because they failed to provide a cost for a bid item. The County sent a letter dated January 8, 2015, to notify Hillcrest of this omission and to inform them of the County's action to reject their bid and return their bid bond.

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

Project Number: C1-0581 (Elm Street)  
Project Number: C1-0583 (Main Street)

**Impact on Residents and Businesses**

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

The work is scheduled to begin first quarter of 2015. The work will be phased to keep the roads open during construction and will take approximately 1.5 months to complete.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Project is funded with Proposition 1B (State Bond Funds-Local Roads).

There are no General Funds used in this project.

**Contract History and Price Reasonableness**

N/A

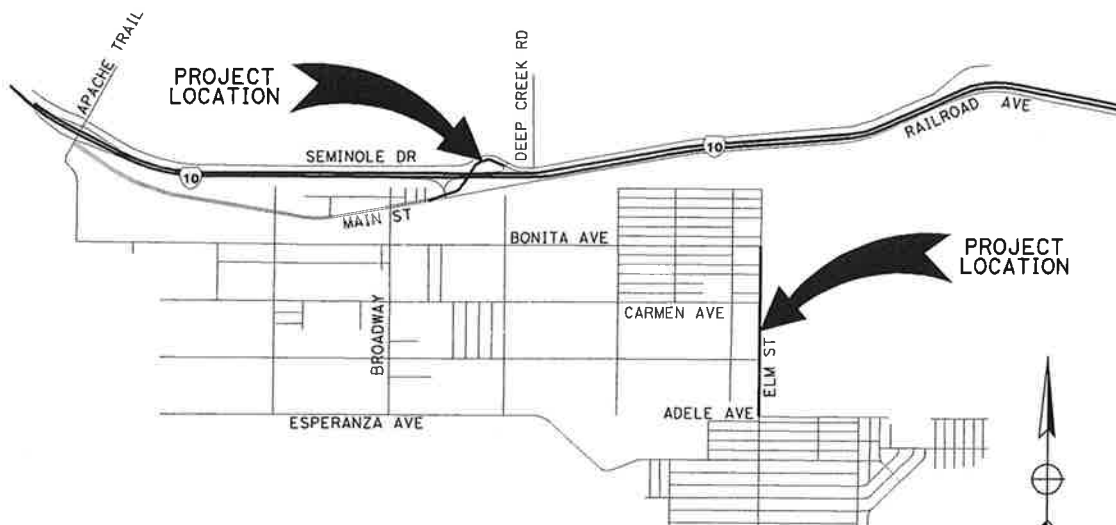
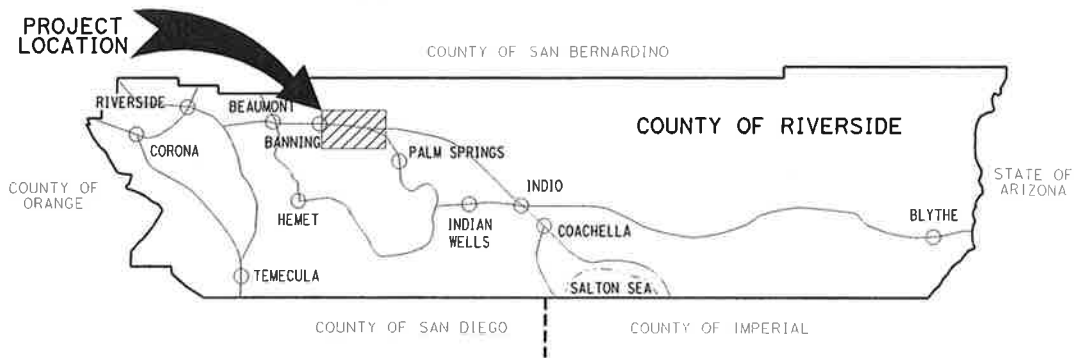
C O U N T Y   O F   R I V E R S I D E  
T R A N S P O R T A T I O N   D E P A R T M E N T

**ELM STREET RESURFACING**

ADELE AVENUE TO BONITA AVENUE  
PROJECT No. C1-0581  
AND

**MAIN STREET RESURFACING**

RAILROAD AVENUE TO SEMINOLE DRIVE  
PROJECT No. C1-0583  
COMMUNITY OF CABAZON



**VICINITY MAP**

TOWNSHIP 3 RANGE 2E SECTION 9,14,15,16  
COUNTY ROAD BOOK PAGE No. 140-A AND 140-B



# Attachment "A"

Riverside County Transportation Department

Project: **Elm Street Resurfacing Project**

Project No.(s): **C1-0581**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Design	46,858	142	47,000	40,000	47,000
Environmental	3,799	201	4,000	1,000	4,000
Right-of-way					
Utilities					
Construction		218,753	218,753		
Construction Contingency 10%		21,875	21,875	239,000	241,000
Signal Pole Equipment					
Construction Engineering & Inspection 15.0%	3,644	29,169	32,813	40,000	33,000
Construction Survey 5.0%		10,938	10,938	10,000	11,000
<b>Totals:</b>	<b>54,301</b>	<b>281,078</b>	<b>335,379</b>	<b>330,000</b>	<b>336,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds - Local Roads)	330,000	336,000
<b>Totals</b>		<b>330,000</b>	<b>336,000</b>

### Comments

# Attachment "A"

Riverside County Transportation Department

Project: **Main Street Resurfacing Project**

Project No.(s): **C1-0583**

### Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Design	47,465	535	48,000	25,000	48,000
Environmental	1,155	845	2,000	0	2,000
Right-of-way					
Utilities					
Construction		522,269	522,269		
Construction Contingency 10%		52,227	52,227	500,000	574,000
Signal Pole Equipment					
Construction Engineering & Inspection 15.0%	5,394	72,946	78,340	75,000	78,000
Construction Survey 5.0%	681	25,432	26,113	25,000	26,000
<b>Totals:</b>	<b>54,696</b>	<b>674,254</b>	<b>728,950</b>	<b>625,000</b>	<b>728,000</b>

### Project Funding

Code	Name	Existing Budget	Proposed Budget
215	Proposition 1B (State bond funds - Local Roads)	625,000	728,000
<b>Totals</b>		<b>625,000</b>	<b>728,000</b>

### 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 (RFP's Only)**

<b>User Department:</b>	<b>Transportation Department</b>
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N/A

<b>Vendor/Lessor Name:</b>	<b>Matich Corporation</b>
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**Minority Status:**

M    W    DV    None

<b>Vendor/Lessor Location:</b>	<b>San Bernardino, CA</b>
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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:                               \$741,021.50 to \$984,462.50  
Local Bid Range:                               N/A  
Responsive and  
Responsible Bid Range:   \$741,021.50 to \$984,462.50

**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**

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Elm Street Resurfacing, Adele Avenue to Bonita Avenue  
Main Street Resurfacing, Railroad Avenue to Seminole Drive**

Advertised: November 4, 2014 (Agenda Item: 3-39)  
Addenda: 1 (11/20/2014), 2 (12/11/2014)  
Bids Open: 2 pm Date: Wednesday, December 17, 2014

**PROJECT No. C1-0581 and C1-0583**

Base Bid Schedule A (Elm Street)		COUNTY'S ESTIMATE				Match Corporation Highland, CA 92346			
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	074020	WATER POLLUTION CONTROL	-	LS	1	2,000.00	2,000.00	1,800.00	1,800.00
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	2,000.00	2,000.00	20,500.00	20,500.00
3	170101	DEVELOP WATER SUPPLY	-	LS	1	2,000.00	2,000.00	1,300.00	1,300.00
4	066102	DUST ABATEMENT	-	LS	1	2,000.00	2,000.00	700.00	700.00
5	160101	CLEARING AND GRUBBING	-	LS	1	3,000.00	3,000.00	4,400.00	4,400.00
6	190101	ROADWAY EXCAVATION	Like 1	CY	180	50.00	9,000.00	32.00	5,760.00
7	011505	GRINDING ASPHALT CONCRETE IN PLACE (Associated with Construction Note No. 2)	-	SQYD	6,200	5.00	31,000.00	4.25	26,350.00
8	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12) (Associated with Construction Note No. 7)	-	SQYD	100	5.00	500.00	3.00	300.00
9	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	110	110.00	12,100.00	28.00	3,080.00
10	390130	HOT MIX ASPHALT	Like 3	TON	1,750	80.00	140,000.00	59.00	103,250.00
11	198001	IMPORTED BORROW	-	CY	750	35.00	26,250.00	7.75	5,812.50
12	190185	SHOULDER BACKING	-	LF	5,700	2.00	11,400.00	1.50	8,550.00
13	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [DRIVEWAY TIE-IN]	-	SQYD	10	25.00	250.00	75.00	750.00
14	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	2,150	0.50	1,075.00	1.00	2,150.00
15	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SOFT	3,200	5.00	16,000.00	1.00	3,200.00
16	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	4	200.00	800.00	200.00	800.00
17	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	5.00	1,250.00	9.00	2,250.00
18	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	250.00	250.00	2,800.00	2,800.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
20	019901	DE-MOBILIZATION	-	LS	1	10,000.00	10,000.00	15,000.00	15,000.00
<b>Base Bid Sch. A Sub-Total</b>							<b>280,875.00</b>		<b>218,752.50</b>

Base Bid Schedule B (Main Street)		COUNTY'S ESTIMATE				Match Corporation Highland, CA 92346			
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
21	074020	WATER POLLUTION CONTROL	-	LS	1	5,000.00	5,000.00	1,800.00	1,800.00
22	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	10,000.00	10,000.00	30,500.00	30,500.00
23	170101	DEVELOP WATER SUPPLY	-	LS	1	2,000.00	2,000.00	1,300.00	1,300.00
24	066102	DUST ABATEMENT	-	LS	1	10,000.00	10,000.00	700.00	700.00
25	160101	CLEARING AND GRUBBING	-	LS	1	3,000.00	3,000.00	4,000.00	4,000.00
26	150661	REMOVE GUARDRAIL	Like 1	LF	1,600	10.00	16,000.00	3.75	6,000.00
27	190101	ROADWAY EXCAVATION	-	CY	40	50.00	2,000.00	32.00	1,280.00
28	150771	REMOVE ASPHALT CONCRETE DIKE	-	LF	1,850	5.00	9,250.00	2.75	5,087.50
<b>Base Bid Sch. B Sub-Total</b>							<b>280,875.00</b>		<b>218,752.50</b>

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

**PROJECT: Elm Street Resurfacing, Adele Avenue to Bonita Avenue**  
**Main Street Resurfacing, Railroad Avenue to Seminole Drive**

Advertised: November 4, 2014 (Agenda Item: 3-39)  
 Addenda: 1 (11/20/2014), 2 (12/11/2014)  
 Bids Open: 2 pm Date: Wednesday, December 17, 2014

**PROJECT No. C1-0581 and C1-0583**

Base Bid Schedule B (Main Street)		COUNTY'S ESTIMATE			Match Corporation Highland, CA 92346				
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
29	150769	REMOVE ASPHALT CONCRETE [MEDIAN]	-	SQYD	225	5.00	1,125.00	2.50	562.50
30	153214	REMOVE CONCRETE CURB [ROLLED]	-	LF	40	10.00	400.00	35.00	1,400.00
31	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT (Associated with Construction Note No. 4 and 10)	-	SQYD	11,000	4.00	44,000.00	1.75	19,250.00
32	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	5	110.00	550.00	28.00	140.00
33	011506	WEDGE PLANE ASPHALT CONCRETE	-	LF	200	10.00	2,000.00	2.00	400.00
34	000003	BACKFILL NATIVE MATERIAL [MEDIAN]	-	CY	35	35.00	1,225.00	110.00	3,850.00
35	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	-	LF	1,500	5.00	7,500.00	3.00	4,500.00
36	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	-	LF	300	5.00	1,500.00	3.00	900.00
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [MEDIAN]	-	SQYD	225	5.00	1,125.00	12.00	2,700.00
38	390130	HOT MIX ASPHALT	Like 3	TON	3,850	85.00	327,250.00	59.00	227,150.00
39	731501	MINOR CONCRETE (TYPE B1-6 CURB)	-	LF	400	15.00	6,000.00	35.00	14,000.00
40	150306	REPAIR SPALLED CONCRETE	-	SQYD	1,300	2.00	2,600.00	4.00	5,200.00
41	832005	MIDWEST GUARDRAIL SYSTEM	-	LF	1,600	50.00	80,000.00	27.00	43,200.00
42	839543	TRANSITION RAILING (TYPE WB-31)	-	EA	4	1,000.00	4,000.00	3,350.00	13,400.00
43	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	-	EA	1	1,000.00	1,000.00	2,900.00	2,900.00
44	515050	GRIND BRIDGE DECK	-	EA	1,300	4.00	5,200.00	7.50	9,750.00
45	000003	APPLY METHACRYLATE BRIDGE DECK SEAL	-	SQYD	1,300	2.00	2,600.00	22.25	28,925.00
46	000003	SKID TESTING	-	LS	1	10,000.00	10,000.00	3,800.00	3,800.00
47	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	600	1.00	600.00	1.00	600.00
48	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	4,300	5.00	21,500.00	1.00	4,300.00
49	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	800	5.00	4,000.00	3.50	2,800.00
50	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	5.00	1,250.00	9.00	2,250.00
51	151224	REMOVE DELINEATOR	-	EA	24	50.00	1,200.00	26.00	624.00
52	820108	DELINEATOR (GLASS 2)	-	EA	24	100.00	2,400.00	100.00	2,400.00
53	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	5	200.00	1,000.00	200.00	1,000.00
54	000003	REMOVE EXISTING SNS AND INSTALL NEW SNS (CRS 1220)	-	EA	1	200.00	200.00	400.00	400.00
55	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	250.00	250.00	2,800.00	2,800.00
56	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
57	019901	DE-MOBILIZATION	-	LS	1	10,000.00	10,000.00	54,000.00	54,000.00
58	000003	CONCRETE ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION	-	EA	4	800.00	3,200.00	2,100.00	8,400.00
<b>Base. Bid Sch. B Sub-Total</b>							<b>610,925.00</b>		<b>522,269.00</b>

<b>Project Total</b> Items 1-58	<b>891,800.00</b>	<b>741,021.50</b>
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**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Elm Street Resurfacing, Adele Avenue to Bonita Avenue  
Main Street Resurfacing, Railroad Avenue to Seminole Drive**

Advertised: November 4, 2014 (Agenda Item: 3-39)  
Addenda: 1 (1/1/2014), 2 (12/1/2014)  
Bids Open: 2 pm Date: Wednesday, December 17, 2014

**PROJECT No. C1-0581 and C1-0583**

Base Bid Schedule A (Elm Street)		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEM	UNITS	QUANTITY	All American Asphalt Corona, CA 92878 BID UNIT PRICE	BID ESTIMATE	Hillcrest Contracting Corona, CA 92878 BID UNIT PRICE	BID ESTIMATE
1	074020	WATER POLLUTION CONTROL	-	LS	1	3,730.00	3,730.00	5,200.00	5,200.00
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	47,500.00	47,500.00	14,000.00	14,000.00
3	170101	DEVELOP WATER SUPPLY	-	LS	1	515.00	515.00	2,000.00	2,000.00
4	066102	DUST ABATEMENT	-	LS	1	515.00	515.00	6,000.00	6,000.00
5	160101	CLEARING AND GRUBBING	-	LS	1	6,500.00	6,500.00	3,000.00	3,000.00
6	190101	ROADWAY EXCAVATION	Like 1	CY	180	53.00	9,540.00	67.00	12,060.00
7	011505	GRINDING ASPHALT CONCRETE IN PLACE (Associated with Construction Note No. 2)	-	SQYD	6,200	1.46	9,052.00	1.53	9,486.00
8	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (12')	-	SQYD	100	22.30	2,230.00	3.15	315.00
9	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	110	130.00	14,300.00	150.00	16,500.00
10	390130	HOT MIX ASPHALT	Like 3	TON	1,750	65.24	114,170.00	75.00	131,250.00
11	198001	IMPORTED BORROW	-	CY	750	40.00	30,000.00	45.00	33,750.00
12	190185	SHOULDER BACKING	-	LF	5,700	9.60	54,720.00	0.89	5,073.00
13	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) (DRIVEWAY TIE-IN)	-	SQYD	10	63.00	630.00	153.00	1,530.00
14	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	2,150	0.54	1,161.00	0.54	1,161.00
15	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	3,200	1.18	3,776.00	1.20	3,840.00
16	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	4	160.00	640.00	17,000.00	68,000.00
17	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	3.10	775.00	3.20	800.00
18	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	770.00	770.00	1,000.00	1,000.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
20	019901	DE-MOBILIZATION	-	LS	1	1,650.00	1,650.00	8,300.00	8,300.00
<b>Base Bid Sch. A Sub-Total</b>							<b>312,174.00</b>	<b>NON RESPONSIVE</b>	

Base Bid Schedule B (Main Street)		2		3					
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEM	UNITS	QUANTITY	All American Asphalt Corona, CA 92878 BID UNIT PRICE	BID ESTIMATE	Hillcrest Contracting Corona, CA 92878 BID UNIT PRICE	BID ESTIMATE
21	074020	WATER POLLUTION CONTROL	-	LS	1	1,300.00	1,300.00	5,200.00	5,200.00
22	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	45,000.00	45,000.00	14,500.00	14,500.00
23	170101	DEVELOP WATER SUPPLY	-	LS	1	515.00	515.00	2,000.00	2,000.00
24	066102	DUST ABATEMENT	-	LS	1	515.00	515.00	5,800.00	5,800.00
25	160101	CLEARING AND GRUBBING	-	LS	1	13,000.00	13,000.00	3,000.00	3,000.00
26	150661	REMOVE GUARDRAIL	-	LF	1,600	3.65	5,840.00	3.80	6,080.00
27	190101	ROADWAY EXCAVATION	Like 1	CY	40	53.00	2,120.00	67.00	2,680.00
28	150771	REMOVE ASPHALT CONCRETE DIKE	-	LF	1,850	0.77	1,424.50	2.70	4,995.00
<b>Base Bid Sch. B Sub-Total</b>							<b>312,174.00</b>	<b>NON RESPONSIVE</b>	

**Riverside County Transportation Department  
Summary of Bids**

**PROJECT: Elm Street Resurfacing, Adele Avenue to Bonita Avenue  
Main Street Resurfacing, Railroad Avenue to Seminole Drive**

Advertised: November 4, 2014 (Agenda Item: 3-39)  
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Bids Open: 2 pm Date: Wednesday, December 17, 2014

**PROJECT No. C1-0581 and C1-0583**

Base Bid Schedule B (Main Street)		2			3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	LIKE BID ITEM	UNITS	QUANTITY	All American Asphalt Corona, CA 92878 BID UNIT PRICE	BID ESTIMATE	Hillcrest Contracting Corona, CA 92878 BID UNIT PRICE	BID ESTIMATE
29	150769	REMOVE ASPHALT CONCRETE [MEDIAN]	-	SQYD	225	43.00	9,675.00	29.60	6,660.00
30	153214	REMOVE CONCRETE CURB [ROLLED]	-	LF	40	35.60	1,424.00	76.00	3,040.00
31	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT (Associated with Construction Note No. 4 and 10)	-	SQYD	11,000	0.96	10,560.00	1.75	19,250.00
32	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	5	130.00	650.00	150.00	750.00
33	011506	WEDGE PLANE ASPHALT CONCRETE	-	LF	200	6.18	1,236.00	4.90	980.00
34	000003	BACKFILL NATIVE MATERIAL [MEDIAN]	-	CY	35	95.00	3,325.00	132.00	4,620.00
35	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	-	LF	1,500	3.30	4,950.00	2.94	4,410.00
36	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	-	LF	300	3.36	1,008.00	2.94	882.00
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [MEDIAN]	-	SQYD	225	85.00	19,125.00	33.04	7,434.00
38	390130	HOT MIX ASPHALT	Like 3	TON	3,850	65.24	251,174.00	75.00	288,750.00
39	731501	MINOR CONCRETE (TYPE B1-6 CURB)	-	LF	400	30.00	12,000.00	36.00	14,400.00
40	150306	REPAIR SPALLED CONCRETE	-	SQYD	1,300	35.00	45,500.00	16.00	20,800.00
41	832005	MIDWEST GUARDRAIL SYSTEM	-	LF	1,600	27.00	43,200.00	27.50	44,000.00
42	839543	TRANSITION RAILING (TYPE WB-31)	-	EA	4	3,330.00	13,320.00	3,400.00	13,600.00
43	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	-	EA	1	2,860.00	2,860.00	2,900.00	2,900.00
44	515050	GRIND BRIDGE DECK	-	EA	1	7.20	7.20	7.50	9,750.00
45	000003	APPLY METHACRYLATE BRIDGE DECK SEAL	-	SQYD	1,300	26.00	33,800.00	24.00	31,200.00
46	000003	SKID TESTING	-	LS	1	5,150.00	5,150.00	1,600.00	1,600.00
47	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	600	0.54	324.00	0.54	324.00
48	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	4,300	1.18	5,074.00	1.20	5,160.00
49	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	800	5.40	4,320.00	5.50	4,400.00
50	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	3.10	775.00	3.10	775.00
51	151224	REMOVE DELINEATOR	-	EA	24	40.00	960.00	42.00	1,008.00
52	820108	DELINEATOR (CLASS 2)	-	EA	24	81.00	1,944.00	83.00	1,992.00
53	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	5	160.00	800.00	170.00	850.00
54	000003	REMOVE EXISTING SNS AND INSTALL NEW SNS (CRS 1220)	-	EA	1	490.00	490.00	525.00	525.00
55	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	770.00	770.00	1,000.00	1,000.00
56	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
57	019901	DE-MOBILIZATION	-	LS	1	82,000.00	82,000.00	8,300.00	8,300.00
58	000003	CONCRETE ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION	-	EA	4	6,700.00	26,800.00	Bid Price Not Provided for item 58	
<b>Base, Bid Sch. B Sub-Total</b>							<b>672,288.50</b>	<b>NON RESPONSIVE</b>	<b>NON RESPONSIVE</b>

<b>Project Total Items 1-58</b>	<b>984,462.50</b>	<b>NON RESPONSIVE</b>
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Juan C. Perez, P.E., T.E.  
 Director of Transportation and Land Management

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.  
 Assistant Director of Transportation

## Transportation Department

### ADDENDUM NUMBER 1

**Dated November 20, 2014**

**to the**

**Specifications and Contract Documents  
 for the construction of**

**Elm Street Resurfacing  
 Adele Avenue to Bonita Avenue  
 Project No. C1-0581**

**and**

**Main Street Resurfacing  
 Railroad Avenue to Seminole Drive  
 Project No. C1-0583**

**Bids Due: (REVISED)  
 Wednesday, December 17, 2014; 2:00 p.m.  
 14<sup>th</sup> Street Transportation Annex  
 3525 14<sup>th</sup> Street; Riverside, CA 92501  
 (951) 955-6780**

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's 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:

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

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

**Item 1:** The new designated date and time for the receipt and opening of bids is revised as follows:

**Wednesday, December 17, 2014; 2:00 p.m.  
 14<sup>th</sup> Street Transportation Annex  
 3525 14<sup>th</sup> Street; Riverside, CA 92501  
 (951) 955-6780**

Prepared by:

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

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Contractor)

JRJ:jrj



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

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.  
Assistant Director of Transportation

## Transportation Department

### **ADDENDUM NUMBER 2** **Dated December 11, 2014**

to the  
**Specifications and Contract Documents  
for the construction of**

**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and  
Main Street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583  
Community of Cabazon**

**Bids Due:                    Wednesday, December 17, 2014; 2:00 p.m.  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
( 951 ) 955-6780**

This Addendum is issued pursuant to Section 8 of Instructions to Bidders 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 plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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

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

#### **MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

**Item 1:                    Revised Proposal.** Refer to "Proposal" (page B2-B4). Delete and replace "PROPOSAL" (page B2 through B4) with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

- a.                    "ESTIMATED QUANTITY" is revised for the following bid items:
  - Item 6, "ROADWAY EXCAVATION"

- Item 7, "GRINDING ASPHALT CONCRETE IN PLACE"
  - Item 10, "HOT MIX ASPHALT"
  - Item 11, "IMPORTED BORROW"
  - Item 12, "SHOULDER BACKING"
  - Item 15, "THERMOPLASTIC TRAFFIC STRIPE"
  - Item 17, "PAVEMENT MARKER (RETROREFLECTIVE)"
- b. The following bid items are not "Like Bid Items"
- Item 8 and Item 31 are not like bid items. Other like bid items are renumbered/revised with this Proposal.
  - Bidders are reminded to see Page A8, Section "Like Bid Items". Price corrections will apply if Proposal item cost discrepancies are submitted.
- c. The following bid item have a clarification note added:
- Item 7, "GRINDING ASPHALT CONCRETE IN PLACE"
  - Item 8, "COLD PLANE ASPHALT CONCRETE PAVEMENT (.12')"
  - Item 31, "COLD PLANE ASPHALT CONCRETE PAVEMENT"
- d. The following bid item has been added:
- Item 58, "CONCRETE ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION"

**See Attachment "A"**

**Item 2: Encroachment Permit.**

Refer to Section 00-1.07, page 5, Following additional information is being provided and made part thereof;

The Contractor shall pay Caltrans \$1,230 for inspection and Traffic Control Plan approval as described in Caltrans Encroachment Permit provided as Supplement Information item. Payment of this deposit fee shall be considered as included in the various items of work as stated in the Special Provisions.

Refer to Section 2-1.06, page 14. Supplemental Project information as listed in the table, including a copy of this Encroachment Permit, is available for download at the Transportation Department's Notice Inviting Bids webpage:

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

**Item 3: Traffic Control System/Public Convenience/Public Safety.**  
Refer to Section 12-4.051, page 16, and delete the first paragraph under subsection 12-4.051(1) and replace with the following:

“Contractor shall prepare construction staging, and traffic control plans for review and approval by the Transportation Department and Caltrans.”

**MODIFICATIONS / CLARIFICATIONS TO PLANS:**

**Item 4: Plan Sheet 4 of 4 (PD-1) (Elm Street Plans)**  
Refer to plan sheet 4 of 4 and delete Signing Note No. 3 regarding Install Street Name Sign per County Std. No. 1221.

**Item 3: Plan sheet revisions (Main Street Plans)**  
Refer to following plan sheets. These plan sheets are deleted and replaced with revised sheets as noted below:

1. Sheet X-1, Sheet 2 of 5
2. Sheet L-1, Sheet 3 of 5

**See Attachment “B”**

**Note:** Revised plan sheets are posted on following website and available for download during the advertisement period.

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

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

  
\_\_\_\_\_ 12/11/14  
Dowling Tsai, P.E.



**Concurrence:**

  
\_\_\_\_\_ 12/11/14  
Khalid Nasim, P.E.  
Engineering Division Manager

**Acknowledged:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Contractor)

JRJ:jrj:sb

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of **only this** acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).

## **ATTACHMENTS**

**A – Revised Proposal**

**C – Revised Plans (2 sheets)**



**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and**

**Main street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583**

**PROPOSAL (REVISED)**

**Base Bid Schedule A (Elm Street)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	074020	WATER POLLUTION CONTROL	-	LS	1		
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1		
3	170101	DEVELOP WATER SUPPLY	-	LS	1		
4	066102	DUST ABATEMENT	-	LS	1		
5	160101	CLEARING AND GRUBBING	-	LS	1		
6	190101	ROADWAY EXCAVATION	Like 1	CY	180		
7	011505	GRINDING ASPHALT CONCRETE IN PLACE <i>(Associated with Construction Note No. 2)</i>	-	SQYD	6,200		
8	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12') <i>(Associated with Construction Note No. 7)</i>	-	SQYD	100		
9	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	110		
10	390130	HOT MIX ASPHALT	Like 3	TON	1,750		
11	198001	IMPORTED BORROW	-	CY	750		
12	190185	SHOULDER BACKING	-	LF	5,700		
13	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [DRIVEWAY TIE-IN]	-	SQYD	10		
14	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	2,150		
15	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	3,200		
16	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	4		
17	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250		
18	015602	FUNDING AWARENESS SIGN	Like 7	EA	1		
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00
20	019901	DE-MOBILIZATION	-	LS	1		

**BASE BID SCH. A**  
SUB-TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_  
ITEMS 1-20 "WORDS"

\* NOTE: See Page A8, Section "Like Bid Items" price corrections will apply if proposal item cost discrepancies are submitted.

**PROPOSAL (REVISED)**

**Base Bid Schedule B (Main Street)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
21	074020	WATER POLLUTION CONTROL	-	LS	1		
22	120100	TRAFFIC CONTROL SYSTEM	-	LS	1		
23	170101	DEVELOP WATER SUPPLY	-	LS	1		
24	066102	DUST ABATEMENT	-	LS	1		
25	160101	CLEARING AND GRUBBING	-	LS	1		
26	150661	REMOVE GUARDRAIL	-	LF	1,600		
27	190101	ROADWAY EXCAVATION	Like 1	CY	40		
28	150771	REMOVE ASPHALT CONCRETE DIKE	-	LF	1,850		
29	150769	REMOVE ASPHALT CONCRETE [MEDIAN]	-	SQYD	225		
30	153214	REMOVE CONCRETE CURB [ROLLED]	-	LF	40		
31	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT (Associated with Construction Note No. 4 and 10)	-	SQYD	11,000		
32	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	5		
33	011506	WEDGE PLANE ASPHALT CONCRETE	-	LF	200		
34	000003	BACKFILL NATIVE MATERIAL [MEDIAN]	-	CY	35		
35	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	-	LF	1,500		
36	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	-	LF	300		
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [MEDIAN]	-	SQYD	225		
38	390130	HOT MIX ASPHALT	Like 3	TON	3,850		
39	731501	MINOR CONCRETE (TYPE B1-6 CURB)	-	LF	400		
40	150306	REPAIR SPALLED CONCRETE	-	SQYD	1,300		
41	832005	MIDWEST GUARDRAIL SYSTEM	-	LF	1,600		
42	839543	TRANSITION RAILING (TYPE WB-31)	-	EA	4		
43	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	-	EA	1		
44	515050	GRIND BRIDGE DECK	-	SQYD	1,300		
45	000003	APPLY METHACRYLATE BRIDGE DECK SEAL	-	SQYD	1,300		
46	000003	SKID TESTING	-	LS	1		
47	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	600		
48	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	4,300		
49	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	800		
50	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250		
51	151224	REMOVE DELINEATOR	-	EA	24		
52	820108	DELINEATOR (CLASS 2)	-	EA	24		
53	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	5		

**PROPOSAL (REVISED)**

**Base Bid Schedule B (Main Street)**

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
54	000003	REMOVE EXISTING SNS AND INSTALL NEW SNS (CRS 1220)	-	EA	1		
55	015602	FUNDING AWARENESS SIGN	Like 7	EA	1		
56	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00
57	019901	DE-MOBILIZATION	-	LS	1		
58	000003	CONCRETE ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION	-	EA	4		

**BASE BID SCH. B**

SUB-TOTAL: \_\_\_\_\_ \$  
ITEMS 21-58 "WORDS"

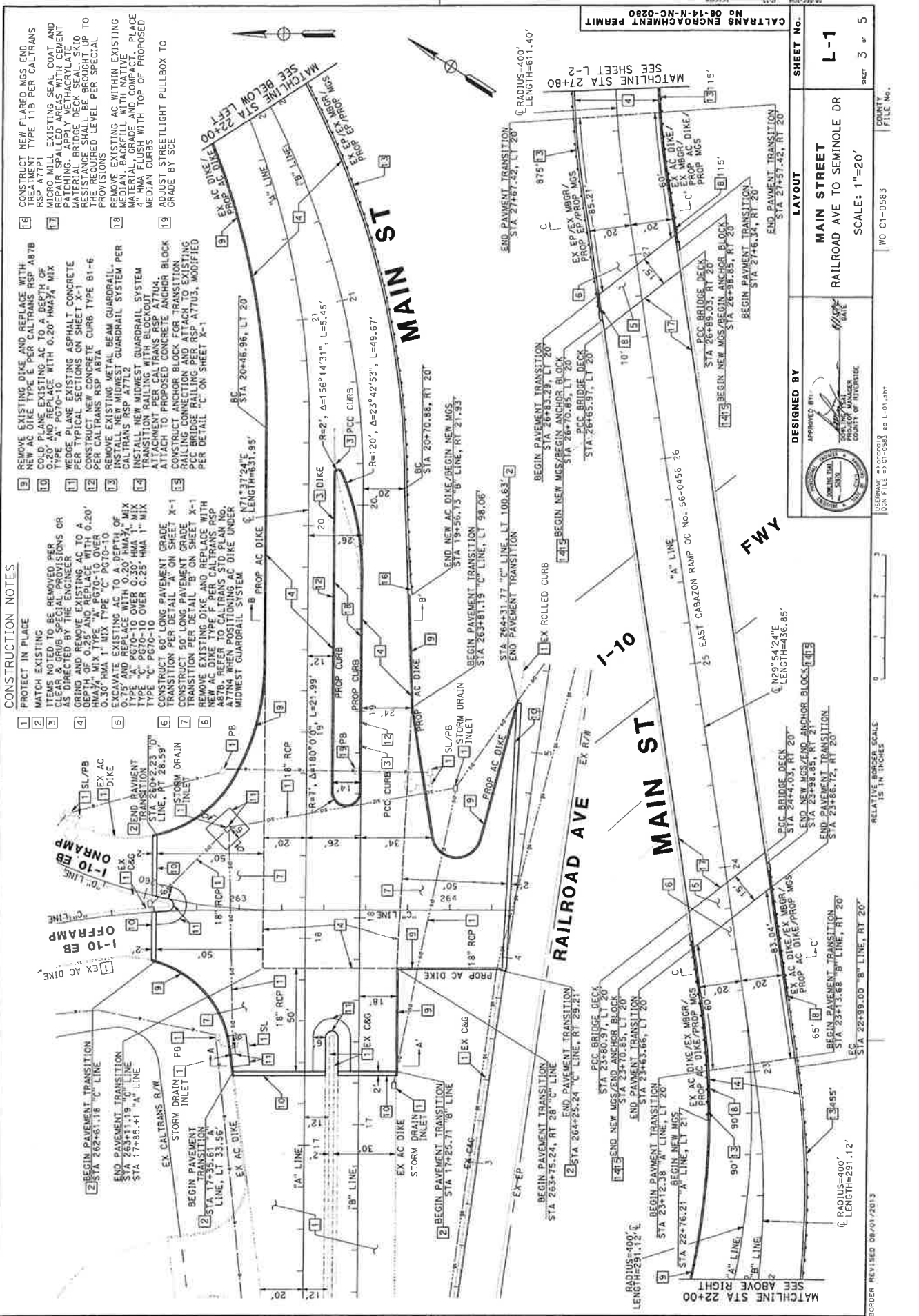
PROJECT TOTAL: \_\_\_\_\_ \$  
ITEMS 1-58 "WORDS"

\* NOTE: See Page A8, Section "Like Bid Items" price corrections will apply if proposal item cost discrepancies are submitted.



**CONSTRUCTION NOTES**

- 1 PROTECT IN PLACE
- 2 MATCH EXISTING
- 3 ITEMS NOTED TO BE REMOVED PER CLEAR & GRUB. SPECIAL PROVISIONS OR DIRECTED BY THE ENGINEER.
- 4 GRADE OF 0.25% AND REPLACE WITH 0.20% HMA 7" MIX TYPE "C" P670-10 OVER 0.30" HMA 1" MIX TYPE "C" P670-10
- 5 EXCAVATE EXISTING AC TO A DEPTH OF 0.12' AND REPLACE WITH 0.20% HMA 7" MIX TYPE "C" P670-10 OVER 0.30" HMA 1" MIX TYPE "C" P670-10
- 6 CONSTRUCT 60' LONG PAVEMENT GRADE TRANSITION PER DETAIL "A" ON SHEET X-1
- 7 CONSTRUCT 50' LONG PAVEMENT GRADE TRANSITION PER DETAIL "B" ON SHEET X-1
- 8 REMOVE EXISTING DIKE AND REPLACE WITH AC PER CALTRANS RSP AS774, BEGINNING AT 774.4 WHEN POSITIONING AC DIKE UNDER MIDWEST GUARDRAIL SYSTEM
- 9 REMOVE EXISTING DIKE AND REPLACE WITH NEW AC DIKE TYPE E PER CALTRANS RSP A87B RSP AT771
- 10 MICRO MILL EXISTING SEAL COAT AND REPAIR SPALLED AREAS WITH CEMENT MATERIAL. BRIDGE DECK SEAL TO RESISTANCE SHALL BE BROUGHT UP TO THE REQUIRED LEVEL PER SPECIAL PROVISIONS
- 11 REMOVE EXISTING AC WITHIN EXISTING MATERIAL BRUSH AND CONTACT PLACE 4" HMA FLUSH WITH TOP OF PROPOSED MEDIAN CURBS
- 12 ADJUST STREETLIGHT PULLBOX TO GRADE BY SCE
- 13 REMOVE EXISTING METAL BEAM GUARDRAIL. INSTALL NEW MIDWEST GUARDRAIL SYSTEM PER CALTRANS RSP AT772
- 14 INSTALL NEW MIDWEST GUARDRAIL SYSTEM TRANSITION RAILING WITH BLOCKOUT ATTACH TO PROPOSED CONCRETE ANCHOR BLOCK
- 15 CONSTRUCT ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION AND ATTACH TO EXISTING PCC BRIDGE RAILING PER RSP AT7703, MODIFIED PER DETAIL "C" ON SHEET X-1
- 16 REMOVE EXISTING DIKE AND REPLACE WITH NEW AC DIKE TYPE E PER CALTRANS RSP A87B RSP AT771
- 17 MICRO MILL EXISTING SEAL COAT AND REPAIR SPALLED AREAS WITH CEMENT MATERIAL. BRIDGE DECK SEAL TO RESISTANCE SHALL BE BROUGHT UP TO THE REQUIRED LEVEL PER SPECIAL PROVISIONS
- 18 REMOVE EXISTING AC WITHIN EXISTING MATERIAL BRUSH AND CONTACT PLACE 4" HMA FLUSH WITH TOP OF PROPOSED MEDIAN CURBS
- 19 ADJUST STREETLIGHT PULLBOX TO GRADE BY SCE



<p>DESIGNED BY APPROVED BY: [Signature] DATE: [Date]</p> <p>USERRANGE 23080309 DOW FILE 23080309</p> <p>SCALE: 1"=20'</p> <p>COUNTY FILE NO. WO C1-0583</p>	<p>LAYOUT</p> <p>MAIN STREET RAILROAD AVE TO SEMINOLE DR</p> <p>SCALE: 1"=20'</p>	<p>SHEET NO. L-1</p> <p>SHEET 3 OF 5</p>
	<p>SEE ABOVE RIGHT MATCHLINE STA 22+00</p> <p>SEE SHEET L-2 MATCHLINE STA 27+80</p> <p>SEE SHEET L-2 MATCHLINE STA 27+80</p> <p>SEE SHEET L-2 MATCHLINE STA 27+80</p>	



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

**Transportation Department**



*Juan C. Perez, P.E., T.E.*  
*Director*  
*Patricia Romo, P.E.*  
*Assistant Director*

January 8, 2015

Glenn J. Salsbury, President  
Hillcrest Contracting, Inc.  
1467 Circle City Drive  
Corona, CA 92879

**Re: Return of Non-Responsive Bid**  
**Elm Street Resurfacing, Adele Avenue to Bonita Avenue**  
**Project No. C1-0581, combined with**  
**Main Street Resurfacing, Railroad Avenue to Seminole Drive**  
**Project No. C1-0583**  
**Community of Cabazon**

Dear Mr. Salsbury:

This letter is to inform you that the Bid that your firm has submitted for the referenced project was not complete and has been found not to be responsive to the bidding requirements set forth for that project.

In accordance with section 14 "Bids" starting on page A7 of the contract document the County of Riverside is rejecting your bid, received December 17, 2014, as being non-responsive due to the following irregularity:

- Bid item 58 unit price is omitted nor was the subtotal price for this item provided.

We are therefore sending you the original submitted Bid Bond and a copy of your submitted Bid. If you have any questions or need additional information, please contact me at your convenience at (951) 955-1537 or Saleem Baig at (951) 955-1682.

Sincerely,

Joel Jimenez, P.E.  
Senior Civil Engineer  
Contracts/ Bidding Unit

JRJ:jrb

Attachments: Copy of Bid package, Original Bid Bond  
Summary of Bids

cc: Khalid Nasim / Dowling Tsai, Transportation Department  
Marsha Victor, Office of County Counsel  
Chronological File, Project File with copy of Attachments

## Contract

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

### WITNESSETH

#### Recitals:

Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Elm Street Resurfacing, Adele Avenue to Bonita Avenue Project No. C1-0581, and Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.

1. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

#### Agreement:

It is agreed by the parties as follows:

1. Contract Documents

The entire Contract consists of the following: (a) The Construction Contract, (b) The Notice Inviting Bids, (c) The Instruction to Bidders, (d) The Bid, (e) The Bid Bond, (f) The Payment Bond, (g) The Performance Bond, (h) The General Conditions, (i) The Special Provisions, (j) The Standard Specifications of the State of California Department of Transportation edition of **2010** as modified in other portions of the Contract Documents and as amended by the State of California Department of Transportation, (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions, (l) The Plans, (m) Addenda **(1 and 2)**, (n) The Determination of Prevailing Wage Rates for Public Work, (o) Any Change Orders issued, (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Contract and the Payment Bond and Performance Bond.

2. The Work

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

3. Liquidated Damages and Time of Completion

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

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

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

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

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

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

4. Compensation

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



**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and  
Main Street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583  
Community of Cabazon**

**Contract**

**Base Bid Schedule A (Elm Street)**

ITEM No.	ITEM CODE	ITEM	LIKE BID ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	074020	WATER POLLUTION CONTROL	-	LS	1	1,800.00	1,800.00
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	20,500.00	20,500.00
3	170101	DEVELOP WATER SUPPLY	-	LS	1	1,300.00	1,300.00
4	066102	DUST ABATEMENT	-	LS	1	700.00	700.00
5	160101	CLEARING AND GRUBBING	-	LS	1	4,400.00	4,400.00
6	190101	ROADWAY EXCAVATION	Like 1	CY	180	32.00	5,760.00
7	011505	GRINDING ASPHALT CONCRETE IN PLACE (Associated with Construction Note No. 2)	-	SQYD	6,200	4.25	26,350.00
8	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12') (Associated with Construction Note No. 7)	-	SQYD	100	3.00	300.00
9	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	110	28.00	3,080.00
10	390130	HOT MIX ASPHALT	Like 3	TON	1,750	59.00	103,250.00
11	198001	IMPORTED BORROW	-	CY	750	7.75	5,812.50
12	190185	SHOULDER BACKING	-	LF	5,700	1.50	8,550.00
13	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [DRIVEWAY TIE-IN]	-	SQYD	10	75.00	750.00
14	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	2,150	1.00	2,150.00
15	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	3,200	1.00	3,200.00
16	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	4	200.00	800.00
17	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	9.00	2,250.00
18	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	2,800.00	2,800.00
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00
20	019901	DE-MOBILIZATION	-	LS	1	15,000.00	15,000.00

Base Bid  
Schedule A  
Sub-Total:  
Items 1-20

Two hundred eighteen thousand, seven hundred fifty two dollars and fifty cents

**\$218,752.50**

"WORDS"

**Contract (Continued)**

**Base Bid Schedule B (Main Street)**

ITEM No.	ITEM CODE	ITEM	LIKE BID ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
21	074020	WATER POLLUTION CONTROL	-	LS	1	1,800.00	1,800.00
22	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	30,500.00	30,500.00
23	170101	DEVELOP WATER SUPPLY	-	LS	1	1,300.00	1,300.00
24	066102	DUST ABATEMENT	-	LS	1	700.00	700.00
25	160101	CLEARING AND GRUBBING	-	LS	1	4,000.00	4,000.00
26	150661	REMOVE GUARDRAIL	-	LF	1,600	3.75	6,000.00
27	190101	ROADWAY EXCAVATION	Like 1	CY	40	32.00	1,280.00
28	150771	REMOVE ASPHALT CONCRETE DIKE	-	LF	1,850	2.75	5,087.50
29	150769	REMOVE ASPHALT CONCRETE [MEDIAN]	-	SQYD	225	2.50	562.50
30	153214	REMOVE CONCRETE CURB [ROLLED]	-	LF	40	35.00	1,400.00
31	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT (Associated with Construction Note No. 4 and 10)	-	SQYD	11,000	1.75	19,250.00
32	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	5	28.00	140.00
33	011506	WEDGE PLANE ASPHALT CONCRETE	-	LF	200	2.00	400.00
34	000003	BACKFILL NATIVE MATERIAL [MEDIAN]	-	CY	35	110.00	3,850.00
35	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	-	LF	1,500	3.00	4,500.00
36	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	-	LF	300	3.00	900.00
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [MEDIAN]	-	SQYD	225	12.00	2,700.00
38	390130	HOT MIX ASPHALT	Like 3	TON	3,850	59.00	227,150.00
39	731501	MINOR CONCRETE (TYPE B1-6 CURB)	-	LF	400	35.00	14,000.00
40	150306	REPAIR SPALLED CONCRETE	-	SQYD	1,300	4.00	5,200.00
41	832005	MIDWEST GUARDRAIL SYSTEM	-	LF	1,600	27.00	43,200.00
42	839543	TRANSITION RAILING (TYPE WB-31)	-	EA	4	3,350.00	13,400.00
43	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	-	EA	1	2,900.00	2,900.00
44	515050	GRIND BRIDGE DECK	-	SQYD	1,300	7.50	9,750.00
45	000003	APPLY METHACRYLATE BRIDGE DECK SEAL	-	SQYD	1,300	22.25	28,925.00
46	000003	SKID TESTING	-	LS	1	3,800.00	3,800.00
47	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	600	1.00	600.00
48	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	4,300	1.00	4,300.00
49	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	800	3.50	2,800.00

**Contract (Continued)**

**Base Bid Schedule B (Main Street)**

ITEM No.	ITEM CODE	ITEM	LIKE BID ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
50	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	9.00	2,250.00
51	151224	REMOVE DELINEATOR	-	EA	24	26.00	624.00
52	820108	DELINEATOR (CLASS 2)	-	EA	24	100.00	2,400.00
53	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	5	200.00	1,000.00
54	000003	REMOVE EXISTING SNS AND INSTALL NEW SNS (CRS 1220)	-	EA	1	400.00	400.00
55	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	2,800.00	2,800.00
56	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00
57	019901	DE-MOBILIZATION	-	LS	1	54,000.00	54,000.00
58	000003	CONCRETE ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION	-	EA	4	2,100.00	8,400.00

Base Bid  
Schedule B  
Sub-Total:  
Items 21-58

Five hundred twenty two thousand, two hundred sixty nine dollars and zero cents  
"WORDS"

**\$522,269.00**

PROJECT  
TOTAL:  
ITEMS 1-58

Seven hundred forty one thousand, twenty one dollars and fifty cents  
"WORDS"

**\$741,021.50**

**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and  
Main Street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583  
Community of Cabazon**

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

**COUNTY OF RIVERSIDE**

**MATICH CORPORATION, INC.**

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

BY: 

Chairman, Board of Supervisors

**Mark T. Hickman**

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

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

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

  
**Megan Nadalet**

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

TITLE: **Notary Public**

Deputy

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

License No. **149783**

Federal Employer Identification Number:

**95-1810911**

BY \_\_\_\_\_

"County"

\_\_\_\_\_

"Corporation"

(Seal)

FORM APPROVED COUNTY COUNSEL  
BY:  2-11-15  
SYNTHIA M. GUNZEL DATE

**CORPORATE RESOLUTION**

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

“Resolved, the Corporate Officers for Matich Corporation are

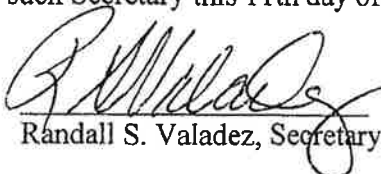
PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Randall S. Valadez
VICE PRESIDENT – ENGINEERING	Robert M. Matich
VICE PRESIDENT – ESTIMATING	Mark T. Hickman

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

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

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

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

  
Randall S. Valadez, Secretary

# Performance Bond

## Recitals:

1. **Matich Corporation, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Elm Street Resurfacing, Adele Avenue to Bonita Avenue Project No. C1-0581, and Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon**.
2. \_\_\_\_\_, a \_\_\_\_\_ corporation (Surety), is the Surety under this Bond.

## Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$741,021.50 (Seven hundred forty one thousand, twenty one dollars and fifty cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

Its Attorney in Fact  
"Surety"

Title \_\_\_\_\_

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

**Payment Bond**

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

The makers of this Bond are **Matich Corporation, Inc.** as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for **\$741,021.50 (Seven hundred forty one thousand, twenty one dollars and fifty cents)**, the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of **Elm Street Resurfacing, Adele Avenue to Bonita Avenue Project No. C1-0581, and Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon**.

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

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

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

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Its Attorney In Fact

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

**Performance Bond**

**Recitals:**

1. **Matich Corporation, Inc.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Elm Street Resurfacing, Adele Avenue to Bonita Avenue Project No. C1-0581, and Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon.**
2. Liberty Mutual Insurance Company, a Massachusetts corporation (Surety), is the Surety under this Bond.

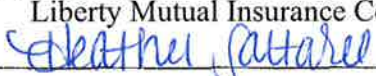
**Agreement:**

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$741,021.50 (Seven hundred forty one thousand, twenty one dollars and fifty cents)** and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for this project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of January 14, 2015

By Matich Corporation  


By Liberty Mutual Insurance Company  


By Mark T. Hickman

Type Name Heather Saltarelli

Its Attorney in Fact  
"Surety"

Title Vice President

"Contractor"

(Corporate Seal)

(Corporate Seal)

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



**ACKNOWLEDGMENT**

State of California  
County of San Bernardino )

On JAN 20 2015 before me, Megan Nadalet, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

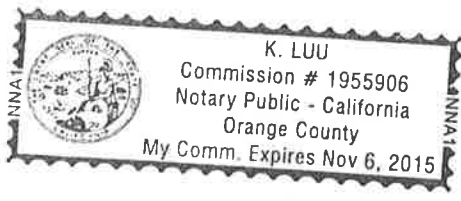
On JAN 14 2015 before me, K. Luu, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Heather Saltarelli  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

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

Executed in Four (4) Counterparts

Bond Number: 24060770

Premium: Included in Performance Bond

**Payment Bond**

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

The makers of this Bond are Matich Corporation, Inc. as Principal and Original Contractor and Liberty Mutual Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE-a public entity, as Owner, for \$741,021.50 (Seven hundred forty one thousand, twenty one dollars and fifty cents), the total amount payable. The amount of this bond is one hundred percent (100%) of said sum. Said contract is for public work generally consisting of Elm Street Resurfacing, Adele Avenue to Bonita Avenue Project No. C1-0581, and Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon.

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

Dated: January 14, 2015

Matich Corporation  
Original Contractor -- Principal

Liberty Mutual Insurance Company  
Surety

By Mark T. Hickman  
Mark T. Hickman

By Heather Saltarelli  
Heather Saltarelli  
Its Attorney In Fact

Title Vice President  
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF SEE ATTACHED NOTARY ACKNOWLEDGMENT FOR SURETY  
COUNTY OF \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

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

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

**ACKNOWLEDGMENT**

State of California  
County of San Bernardino )

On JAN 20 2015 before me, Megan Nadalet, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )  
On JAN 14 2015 before me, K. Luu, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Heather Saltarelli  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

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

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

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

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

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6646182

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Rachelle Rheault; Rhonda C. Abel

all of the city of Newport Beach, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of July, 2014.

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

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



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JAN 14 2015 day of \_\_\_\_\_, 2015.



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

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

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



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**COMPANY PROFILE**

**Company Information**

**LIBERTY MUTUAL INSURANCE COMPANY**

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

**Old Company Names**

**Effective Date**

**Agent For Service**

KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

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

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/26/2015

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

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

PRODUCER Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	CONTACT NAME:	Diane Weller	
	PHONE (A/C, No, Ext):	949-756-0271	FAX (A/C, No): 949-756-2713
	E-MAIL ADDRESS:	dweiler@alliant.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Old Republic General Insurance Corp	24139
	INSURER B :	Great American Insurance Company	16691
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES                                  CERTIFICATE NUMBER: 2052249855                                  REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Match Job No. 15-002, Elm Street Resurfacing, Adele Avenue to Bonita Avenue, Project No. C1-0581, and Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon  
County of Riverside, its Agencies, Special Districts and Departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives, State of California, Department of Transportation, its elected and appointed officials, employees, agents, and representatives are named as Additional Insured on Primary and Non-Contributory basis. Waiver of Subrogation applies to Workers Compensation per attached endorsements. Umbrella policy is follow form.

<b>CERTIFICATE HOLDER</b>  County of Riverside, Transportation Department Attn: Contracts/Bidding Unit 3525 14th Street Riverside CA 92501	<b>CANCELLATION</b>  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  <i>Diane Weller</i>



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Per Written Contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

*Aline Weller*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

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

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

However:

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

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

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

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

whichever is less.

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

*Debra Miller*

**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.

*Aline Weller*

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

**Location(s) of Covered Operations**

As required by written contract.

As required by written contract:

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

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

All other terms and conditions remain unchanged.

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

*Aline Weller*

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

see certificate

\_\_\_\_\_  
DATE

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Where required by written contract.

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

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

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

*Deine Weller*

POLICY NUMBER: A1CA43921412

COMMERCIAL AUTO  
CA 20 01 03 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

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

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

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

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



**SCHEDULE**

<b>Insurance Company:</b> OLD REPUBLIC GENERAL INSURANCE CORPORATION	
<b>Policy Number:</b> A1CA43921412	<b>Effective Date:</b> 7/1/14
<b>Expiration Date:</b> 7/1/15	
<b>Named Insured:</b> Matich Corporation	
<b>Address:</b> 1596 Harry Shepard Blvd., San Bernardino, CA 92408	
<b>Additional Insured (Lessor):</b> WHERE REQUIRED BY WRITTEN CONTRACT OR LEASE AGREEMENT. **SEE CADEC00020906-ITEM THREE	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b>	

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

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by

- You;
- Any of your "employees" or agents; or
- Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

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

**B. Loss Payable Clause**

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

**C. Cancellation**

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

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

**E. Additional Definition**

As used in this endorsement:

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

**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.

<p><b>Named Insured:</b> Matich Corporaiton</p> <p><b>Endorsement Effective Date:</b> see certificate</p>
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**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b></p> <p style="text-align: center;">Where required by written contract.</p>
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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.

*Alaine Weller*

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

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

Schedule

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

The premium charge for this endorsement is \$0.00

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

*Diane Weller*

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

see certificate

\_\_\_\_\_  
**DATE**



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

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

**EXCESS LIABILITY POLICY DECLARATIONS**

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

**ITEM 2. POLICY PERIOD:**  
12:01 A.M. Standard Time at the  
mailing address of the Named  
Insured shown at left.  
From 07-01-2014 To 07-01-2015

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

**AGENT'S NAME AND ADDRESS:**  
ALLIANT INSURANCE SERVICES  
1301 DOVE STREET, SUITE 200  
NEWPORT BEACH, CA 92660

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

**ITEM 3. POLICY PREMIUM:**  
\$ 107,792.  
**PREMIUM BASIS:** ( X ) Flat ( ) Auditable

**POLICY MINIMUM PREMIUM:**  
\$ 26,948.

**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:**

<b>First Underlying Insurance Policy</b>	<b>Applicable Limit</b>
<b>Insurer, Policy No., Policy Period</b>	
SEE ATTACHED GAI 6003-SCHEDULE A-	\$ GAI6003 Each Occurrence
SCHEDULE OF UNDERLYING POLICIES	\$ GAI6003 Aggregate Limit (where applicable)

<b>Other Underlying Insurance (Excess of First Underlying Insurance Policy)</b>	<b>Applicable Limit</b>
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 \_\_\_\_\_ By \_\_\_\_\_  
Date Authorized Representative



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
- 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.



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**COMPANY PROFILE**

**Company Information**

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

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

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

**Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0150 OLD REPUBLIC GRP

**Lines Of Business**

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

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

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**COMPANY PROFILE**

**Company Information**

**GREAT AMERICAN INSURANCE COMPANY**

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

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

**Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0084 American Financial Grp

**Lines Of Business**

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

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

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**Bid**Date: December 17, 2014

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

Bidder: Matich Corporation  
(hereafter called "Contractor")

The undersigned, Contractor, having carefully examined the site and the Contract Documents for the construction of Elm Street Resurfacing, Adele Avenue to Bonita Avenue Project No. C1-0581; Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Number(s) 1, 2 (Fill in addenda numbers if addenda have been issued.) for the amount stated in this Bid.

By submitting this Bid, Contractor agrees with County:

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

Clerk of the Board

**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and**

**Main street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583**

**PROPOSAL (REVISED)**

Base Bid Schedule A (Elm Street)

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	074020	WATER POLLUTION CONTROL	-	LS	1	1,800 <sup>-</sup>	1,800 <sup>-</sup>
2	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	20,500 <sup>-</sup>	20,500 <sup>-</sup>
3	170101	DEVELOP WATER SUPPLY	-	LS	1	1,300 <sup>-</sup>	1,300 <sup>-</sup>
4	066102	DUST ABATEMENT	-	LS	1	700 <sup>-</sup>	700 <sup>-</sup>
5	160101	CLEARING AND GRUBBING	-	LS	1	4,400 <sup>-</sup>	4,400 <sup>-</sup>
6	190101	ROADWAY EXCAVATION	Like 1	CY	180	32 <sup>-</sup>	5,760 <sup>-</sup>
7	011505	GRINDING ASPHALT CONCRETE IN PLACE <i>(Associated with Construction Note No. 2)</i>	-	SQYD	6,200	4.25 <sup>-</sup>	26,350 <sup>-</sup>
8	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12') <i>(Associated with Construction Note No. 7)</i>	-	SQYD	100	3 <sup>-</sup>	300 <sup>-</sup>
9	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	110	28 <sup>-</sup>	3,080 <sup>-</sup>
10	390130	HOT MIX ASPHALT	Like 3	TON	1,750	59 <sup>-</sup>	103,250 <sup>-</sup>
11	198001	IMPORTED BORROW	-	CY	750	7.75	5,812.50
12	190185	SHOULDER BACKING	-	LF	5,700	1.50	8,550 <sup>-</sup>
13	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [DRIVEWAY TIE-IN]	-	SQYD	10	75 <sup>-</sup>	750 <sup>-</sup>
14	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	2,150	1 <sup>-</sup>	2,150 <sup>-</sup>
15	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	3,200	1 <sup>-</sup>	3,200 <sup>-</sup>
16	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	4	300 <sup>-</sup>	1,200 <sup>-</sup>
17	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	9 <sup>-</sup>	2,250 <sup>-</sup>
18	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	2,800 <sup>-</sup>	2,800 <sup>-</sup>
19	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00
20	019901	DE-MOBILIZATION	-	LS	1	15,000 <sup>-</sup>	15,000 <sup>-</sup>

BASE BID SCH. A

SUB-TOTAL:

*two Hundred Nineteen thousand One Hundred Fifty two Dollars and Fifty cents* \$ 219,152.50

ITEMS 1-20

"WORDS"

\* NOTE: See Page A8, Section "Like Bid Items" price corrections will apply if proposal item cost discrepancies are submitted.

**PROPOSAL (REVISED)**

## Base Bid Schedule B (Main Street)

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
21	074020	WATER POLLUTION CONTROL	-	LS	1	1,800 <sup>-</sup>	1,800 <sup>-</sup>
22	120100	TRAFFIC CONTROL SYSTEM	-	LS	1	30,500 <sup>-</sup>	30,500 <sup>-</sup>
23	170101	DEVELOP WATER SUPPLY	-	LS	1	1,300 <sup>-</sup>	1,300 <sup>-</sup>
24	066102	DUST ABATEMENT	-	LS	1	700 <sup>-</sup>	700 <sup>-</sup>
25	160101	CLEARING AND GRUBBING	-	LS	1	4,000 <sup>-</sup>	4,000 <sup>-</sup>
26	150661	REMOVE GUARDRAIL	-	LF	1,600	3.75	6,000 <sup>-</sup>
27	190101	ROADWAY EXCAVATION	Like 1	CY	40	97 <sup>-</sup>	3,880 <sup>-</sup>
28	150771	REMOVE ASPHALT CONCRETE DIKE	-	LF	1,850	2.75	5,087.50
29	150769	REMOVE ASPHALT CONCRETE [MEDIAN]	-	SQYD	225	2.50	562.50
30	153214	REMOVE CONCRETE CURB [ROLLED]	-	LF	40	35 <sup>-</sup>	1,400 <sup>-</sup>
31	153103	COLD PLANE ASPHALT CONCRETE PAVEMENT (Associated with Construction Note No. 4 and 10)	-	SQYD	11,000	1.75	19,250 <sup>-</sup>
32	260201	CLASS 2 AGGREGATE BASE	Like 2	CY	5	30 <sup>-</sup>	150 <sup>-</sup>
33	011506	WEDGE PLANE ASPHALT CONCRETE	-	LF	200	2 <sup>-</sup>	400 <sup>-</sup>
34	000003	BACKFILL NATIVE MATERIAL [MEDIAN]	-	CY	35	110 <sup>-</sup>	3,850 <sup>-</sup>
35	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	-	LF	1,500	3 <sup>-</sup>	4,500 <sup>-</sup>
36	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	-	LF	300	3 <sup>-</sup>	900 <sup>-</sup>
37	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA) [MEDIAN]	-	SQYD	225	12 <sup>-</sup>	2,700 <sup>-</sup>
38	390130	HOT MIX ASPHALT	Like 3	TON	3,850	59 <sup>-</sup>	227,150 <sup>-</sup>
39	731501	MINOR CONCRETE (TYPE B1-6 CURB)	-	LF	400	35 <sup>-</sup>	14,000 <sup>-</sup>
40	150306	REPAIR SPALLED CONCRETE	-	SQYD	1,300	4 <sup>-</sup>	5,200 <sup>-</sup>
41	832005	MIDWEST GUARDRAIL SYSTEM	-	LF	1,600	27 <sup>-</sup>	43,200 <sup>-</sup>
42	839543	TRANSITION RAILING (TYPE WB-31)	-	EA	4	3,350 <sup>-</sup>	13,400 <sup>-</sup>
43	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	-	EA	1	2,900 <sup>-</sup>	2,900 <sup>-</sup>
44	515050	GRIND BRIDGE DECK	-	SQYD	1,300	7.50	9,750 <sup>-</sup>
45	000003	APPLY METHACRYLATE BRIDGE DECK SEAL	-	SQYD	1,300	22.25	28,925 <sup>-</sup>
46	000003	SKID TESTING	-	LS	1	3,800 <sup>-</sup>	3,800 <sup>-</sup>
47	150710	REMOVE TRAFFIC STRIPE	Like 4	LF	600	1 <sup>-</sup>	600 <sup>-</sup>
48	840501	THERMOPLASTIC TRAFFIC STRIPE	Like 5	SQFT	4,300	1 <sup>-</sup>	4,300 <sup>-</sup>
49	840515	THERMOPLASTIC PAVEMENT MARKING	-	SQFT	800	3.50	2,800 <sup>-</sup>
50	850111	PAVEMENT MARKER (RETROREFLECTIVE)	-	EA	250	9 <sup>-</sup>	2,250 <sup>-</sup>
51	151224	REMOVE DELINEATOR	-	EA	24	26 <sup>-</sup>	624 <sup>-</sup>
52	820108	DELINEATOR (CLASS 2)	-	EA	24	100 <sup>-</sup>	2,400 <sup>-</sup>
53	566011	ROADSIDE SIGN - ONE POST	Like 6	EA	5	200 <sup>-</sup>	1,000 <sup>-</sup>

**PROPOSAL (REVISED)**

Base Bid Schedule B (Main Street)

ITEM No.	ITEM CODE	ITEM	Like Bid Item*	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
54	000003	REMOVE EXISTING SNS AND INSTALL NEW SNS (CRS 1220)	-	EA	1	400 <sup>-</sup>	400 <sup>-</sup>
55	015602	FUNDING AWARENESS SIGN	Like 7	EA	1	2,800 <sup>-</sup>	2,800 <sup>-</sup>
56	010602	MISCELLANEOUS WORK (AS DIRECTED)	-	FA	1	10,000.00	10,000.00
57	019901	DE-MOBILIZATION	-	LS	1	54,000 <sup>-</sup>	54,000 <sup>-</sup>
58	000003	CONCRETE ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION	-	EA	4	2,100 <sup>-</sup>	8,400 <sup>-</sup>

BASE BID SCH. B

SUB-TOTAL:  
ITEMS 21-58

Five hundred twenty four thousand eight hundred seventy nine \$ 524,879<sup>-</sup>  
"WORDS" Dollars

PROJECT TOTAL:  
ITEMS 1-58

Seven hundred forty four thousand thirty one Dollars & fifty cents \$ 744,031<sup>50</sup>  
"WORDS"

\* NOTE: See Page A8, Section "Like Bid Items" price corrections will apply if proposal item cost discrepancies are submitted.



### Bidder Data and Signature

Name of Bidder: Matich Corporation

Type of organization: Corporation

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note:

If Bidder or other interested person is a **Corporation**, state legal name of Corporation and also names of the president, secretary, treasurer and manager thereof.

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

If Bidder or other interested person is an **Individual**, state first and last name(s) in full.

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

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

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

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

Phone: ( 909)382-7400

Facsimile: ( 909)382-0113

E-mail: mhickman@matichcorp.com

Contractor's license number: 149783

License Classification(s): A & B

Expiration date: 11-30-15

## CORPORATE RESOLUTION

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

“Resolved, the Corporate Officers for Matich Corporation are

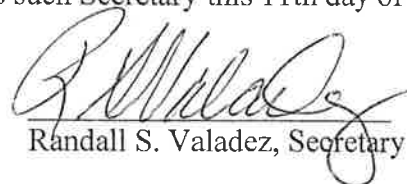
PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Randall S. Valadez
VICE PRESIDENT – ENGINEERING	Robert M. Matich
VICE PRESIDENT – ESTIMATING	Mark T. Hickman

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

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

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

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

  
Randall S. Valadez, Secretary

**Bidder Data and Signature (continued)**

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

**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and  
Main Street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583  
Community of Cabazon**

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

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

Signature:



Name (printed):

**Mark T. Hickman**

Title:

**Vice President**

“Contractor”

(If the Bidder is a Corporation, attach the Corporate Resolution which authorizes the signature to represent the Corporation. Certification for Authorized Signatures of Officers and Certificate of Incumbency are also acceptable and document must show that person who signs is authorized to do so for the company.)

**CORPORATE RESOLUTION**

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

“Resolved, the Corporate Officers for Matich Corporation are

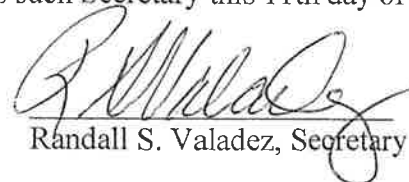
PRESIDENT	Stephen A. Matich
VICE PRESIDENT & TREASURER	Randall S. Valadez
VICE PRESIDENT & CORPORATE SECRETARY	Randall S. Valadez
VICE PRESIDENT – ENGINEERING	Robert M. Matich
VICE PRESIDENT – ESTIMATING	Mark T. Hickman

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

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

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

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

  
Randall S. Valadez, Secretary

### Subcontractor List

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

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

	Subcontractor Name	License Number	Business Address (City, State)	Construction Item(s) [Item Number and Description]	Check if Partial Work
1.	Pavement Recycling Systems	569352	Jurupa valley, California	6, 7, 8, 28, 31, 33, 44 Cold Planing	<input checked="" type="checkbox"/>
2.	APCO Asphalt Dike Construction Inc.	283095	Goshen, Ca	35, 36. AC DIKE	<input type="checkbox"/>
3.	<del>Alton Fence</del>	<del>122954</del>	<del>Riverside, Ca</del>	<del>26, 41, 42, 43</del> <del>Mittencing</del>	<input type="checkbox"/>
4.	Truesdell Corporation	615058	Tempe, AZ	40, 45, 46, 57 Joint Seal	<input checked="" type="checkbox"/>
5.	Superior Pavement Markings	776306	La Mirada, Ca	14, 15, 16, 17, 47, 48, 49, 50, 51, 52, 53, 54 Signing & Striping	<input type="checkbox"/>
6.	P.C. Hubbs Construction	509249	Yucaipa, Ca	26, 41, 42, 43 Guardrail	<input type="checkbox"/>
7.					<input type="checkbox"/>

MH

MH

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

Percent of work to be performed by Subcontractors: 23.25 %

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

### Non-Collusion Declaration

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

The undersigned declares:

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

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

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

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

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

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

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

Signature of Declarant:

Mark T. Hickman

Printed name of Declarant:

Mark T. Hickman

Name of Bidder (Company):

Matich Corporation

Title or Office:

Vice President

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

### ACKNOWLEDGMENT

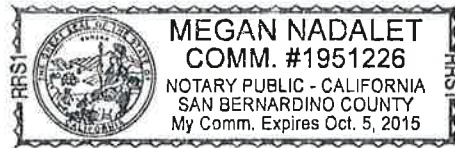
State of California  
County of San Bernardino )

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

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

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

WITNESS my hand and official seal.



Signature Megan Nadalet (Seal)

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)


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

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

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

**Option #1 – Certification**

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

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

**Option #2 – Exemption**

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

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

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





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

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.  
Assistant Director of Transportation

## Transportation Department

### ADDENDUM NUMBER 1

Dated November 20, 2014

to the

**Specifications and Contract Documents  
for the construction of**

**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and  
Main Street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583**

**Bids Due: (REVISED)  
Wednesday, December 17, 2014; 2:00 p.m.  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780**

This Addendum is issued pursuant to the Instructions to Bidders, Item No. 8, of the Contract Documents for the reference project. This Addendum is issued as a supplement to the specification and special provisions for the referenced project. The revisions to the specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's 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:

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

### MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:

**Item 1:** The new designated date and time for the receipt and opening of bids is revised as follows:

**Wednesday, December 17, 2014; 2:00 p.m.  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
(951) 955-6780**

Prepared by:

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

Acknowledged:



Date: December 17, 2014

(Contractor)

JRJ:jrj Mark T. Hickman Vice President



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

# COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Patricia Romo, P.E.  
Assistant Director of Transportation

## Transportation Department

### **ADDENDUM NUMBER 2** **Dated December 11, 2014**

to the  
**Specifications and Contract Documents  
for the construction of**

**Elm Street Resurfacing  
Adele Avenue to Bonita Avenue  
Project No. C1-0581  
and  
Main Street Resurfacing  
Railroad Avenue to Seminole Drive  
Project No. C1-0583  
Community of Cabazon**

**Bids Due: Wednesday, December 17, 2014; 2:00 p.m.  
14<sup>th</sup> Street Transportation Annex  
3525 14<sup>th</sup> Street; Riverside, CA 92501  
( 951 ) 955-6780**

This Addendum is issued pursuant to Section 8 of Instructions to Bidders 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 plans and specifications shall become a part of the Contract Documents, and each bidder shall acknowledge receipt thereof on the Contractor's Bid. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted Bid.

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

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

#### **MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS:**

**Item 1: Revised Proposal.** Refer to "Proposal" (page B2-B4). Delete and replace "PROPOSAL" (page B2 through B4) with revised "Proposal" attached herewith as **Attachment "A"**. The following revisions have been made to the bid Proposal:

- a. "ESTIMATED QUANTITY" is revised for the following bid items:
  - Item 6, "ROADWAY EXCAVATION"

- Item 7, "GRINDING ASPHALT CONCRETE IN PLACE"
  - Item 10, "HOT MIX ASPHALT"
  - Item 11, "IMPORTED BORROW"
  - Item 12, "SHOULDER BACKING"
  - Item 15, "THERMOPLASTIC TRAFFIC STRIPE"
  - Item 17, "PAVEMENT MARKER (RETROREFLECTIVE)"
- b. The following bid items are not "Like Bid Items"
- Item 8 and Item 31 are not like bid items. Other like bid items are renumbered/revised with this Proposal.
  - Bidders are reminded to see Page A8, Section "Like Bid Items". Price corrections will apply if Proposal item cost discrepancies are submitted.
- c. The following bid item have a clarification note added:
- Item 7, "GRINDING ASPHALT CONCRETE IN PLACE"
  - Item 8, "COLD PLANE ASPHALT CONCRETE PAVEMENT (.12)"
  - Item 31, "COLD PLANE ASPHALT CONCRETE PAVEMENT"
- d. The following bid item has been added:
- Item 58, "CONCRETE ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION"

**See Attachment "A"**

**Item 2: Encroachment Permit.**

Refer to Section 00-1.07, page 5, Following additional information is being provided and made part thereof;

The Contractor shall pay Caltrans \$1,230 for inspection and Traffic Control Plan approval as described in Caltrans Encroachment Permit provided as Supplement Information item. Payment of this deposit fee shall be considered as included in the various items of work as stated in the Special Provisions.

Refer to Section 2-1.06, page 14. Supplemental Project information as listed in the table, including a copy of this Encroachment Permit, is available for download at the Transportation Department's Notice Inviting Bids webpage:

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

Addendum No.2  
Elm Street and Main Street Resurfacing Projects  
Project No. C1-0581 and C1-0583  
December 11, 2014  
Page 3 of 5

---

**Item 3: Traffic Control System/Public Convenience/Public Safety.**  
Refer to Section 12-4.051, page 16, and delete the first paragraph under subsection 12-4.051(1) and replace with the following:

"Contractor shall prepare construction staging, and traffic control plans for review and approval by the Transportation Department and Caltrans."

**MODIFICATIONS / CLARIFICATIONS TO PLANS:**

**Item 4: Plan Sheet 4 of 4 (PD-1) (Elm Street Plans)**  
Refer to plan sheet 4 of 4 and delete Signing Note No. 3 regarding Install Street Name Sign per County Std. No. 1221.

**Item 3: Plan sheet revisions (Main Street Plans)**  
Refer to following plan sheets. These plan sheets are deleted and replaced with revised sheets as noted below:

1. Sheet X-1, Sheet 2 of 5
2. Sheet L-1, Sheet 3 of 5

**See Attachment "B"**

**Note:** Revised plan sheets are posted on following website and available for download during the advertisement period.

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

Addendum No.2  
Elm Street and Main Street Resurfacing Projects  
Project No. C1-0581 and C1-0583  
December 11, 2014  
Page 4 of 5

---

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

  
12/11/14  
\_\_\_\_\_  
Dowling Tsai, P.E.



**Concurrence:**

  
12/11/14  
\_\_\_\_\_  
Khalid Nasim, P.E.  
Engineering Division Manager

**Acknowledged:**  Date: December 17, 2014  
Mark T. Hickman (Contractor) Vice President  
JRJ:jrsb

Note: Refer to Section 8, "Addenda" (page A4). Submission of all addendum pages and non-bidding document attachments of addendum are not necessary for Bid submittal. Submittal of **only this** acknowledgement page is adequate for Bid reception. Bidders are reminded to list addendum number(s) received on the first page (B1) of the Bid form (Proposal).

Addendum No.2  
Elm Street and Main Street Resurfacing Projects  
Project No. C1-0581 and C1-0583  
December 11, 2014  
Page 5 of 5

---

**ATTACHMENTS**

**A – Revised Proposal**

**C – Revised Plans (2 sheets)**

**Bid Bond**

**Recitals:**

1. Matich Corporation "Contractor", has submitted his/her Contractor's Proposal to County of Riverside, "County", for the construction of public work for Elm Street Resurfacing, Adele Avenue to Bonita Avenue Project No. C1-0581; Main Street Resurfacing, Railroad Avenue to Seminole Drive, Project No. C1-0583, Community of Cabazon, in accordance with a Notice Inviting Bids from the County.
2. Liberty Mutual Insurance Company a Massachusetts corporation, hereafter called "Surety", is the surety of this bond.

**Agreement:**

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

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

Dated: November 7, 2014

Signatures:

Liberty Mutual Insurance Company

Matich Corporation

By: Heather Saltarelli  
Heather Saltarelli

By: Mark T. Hickman  
Mark T. Hickman Vice President

Title: Attorney in Fact  
"Surety"

Title: "Contractor"

See Attached Notary Acknowledgment for Surety

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

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

Notary Public (Seal)

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

### ACKNOWLEDGMENT

State of California  
County of San Bernardino )

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

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

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

WITNESS my hand and official seal.

Signature 

(Seal)





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On NOV 07 2014

Date

before me,

K. Luu, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Heather Saltarelli

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

**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: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6647978

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Liu; Michael D. Parizino; Rachelle Rheault; Rhonda C. Abel

all of the city of Newport Beach, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of July, 2014.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



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

NOV 07 2014

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

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



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**COMPANY PROFILE**

**Company Information**

**LIBERTY MUTUAL INSURANCE COMPANY**

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

**Old Company Names**

**Effective Date**

**Agent For Service**

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

**Reference Information**

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

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**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

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

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