

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

315A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 20, 2011

SUBJECT: Resurfacing of portions of 52nd Avenue and 66th Avenue, reconstruction of Washington Street and short segments of Country Club Drive in the Coachella Valley area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve two Addenda to specifications and plans, issued prior to the December 22, 2010 bid opening; and
2. Accept the low bid of Match Corporation of San Bernardino, CA in the amount of \$830,000; and
3. Award the contract to Match Corporation and authorize the Chairman of the Board to execute the contract documents.

Juan C. Perez
Director of Transportation

JCP:jjr:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 830,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011
SOURCE OF FUNDS: Proposition 1B [State Bond Funds- Local Roads] (99.7%), Measure A [Coachella Valley] (0.3%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 1/18/11
BY: MARSHA L. VICTOR

Departmental Concurrence

Dept Recomm.: Policy Consent
Per Exec. Ofc.: Policy Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 1, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 11/30/10, Item 3.61 | District: 4 | Agenda Number:

3.19

The Honorable Board of Supervisors

RE: Resurfacing of portions of 52nd Avenue and 66th Avenue, reconstruction of Washington Street and short segments of Country Club Drive in the Coachella Valley area.

January 20, 2011

Page 2 of 2

BACKGROUND:

By Minute Order dated November 30, 2010 (agenda item 3.61), the Board authorized the Clerk of the Board to advertise for the resurfacing of portions of 52nd Avenue and 66th Avenue, and the reconstruction of Washington Street and short segments of Country Club Drive in the Coachella Valley area. Additionally, the specifications were approved by the Board within this agenda item.

During the advertisement period, two addenda were issued to all registered plan holders as a supplement to the specifications and special provisions. Bidders are required to acknowledge and to take into account all issued addenda on their Contractor's Proposal to be considered for award. The addenda were issued to clarify and modify the approved contract documents. The addenda are attached as Addendum No. 1, and Addendum No. 2.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, December 22, 2010. Five bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid for all schedules of work. The lowest and responsible bid was submitted by Matich Corporation in the amount of \$830,000 which is \$368,800 (30.76%) below the Engineer's Estimate.

The streets with their limits and type of improvements are listed below:

<u>ROAD:</u>	<u>FROM:</u>	<u>TO:</u>	<u>Pavement Improvement:</u>	<u>COMMUNITY:</u>
52nd Avenue	Jackson Street	Calhoun Street	Resurfacing	Coachella
66th Avenue	Grant Street	Hayes Street	Resurfacing	Mecca
Washington Street	Thousand Palm Cyn Road	Frances Way	Reconstruction	Thousand Palms/ Sun City
Washington Street	Varner Road	200' Southerly	Reconstruction PCC (concrete)	Thousand Palms/ Sun City
Country Club Drive	Washington Street	200' Easterly	Reconstruction PCC (concrete)	Bermuda Dunes

Roadway resurfacing is a preventive measure and reconstruction is needed due to deteriorated pavement conditions. The improvements will consist of grinding the existing pavement in place, removing or cold plane pavement, re-grading the surface, and placing new AC pavement and PCC pavement.

The project will be completed within the existing budget shown on Attachment "A".

The contractor is qualified, has executed the contract, and has provided bonds.

Project No: X1003

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

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

Public Works

Lease

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

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFPs Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Matich Corporation
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Minority Status:

M W DV None

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

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

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

Bidding Process:

Bid Range: \$ 830,000.00 to \$ 1,091,725.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 830,000.00 to \$ 1,091,725.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

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

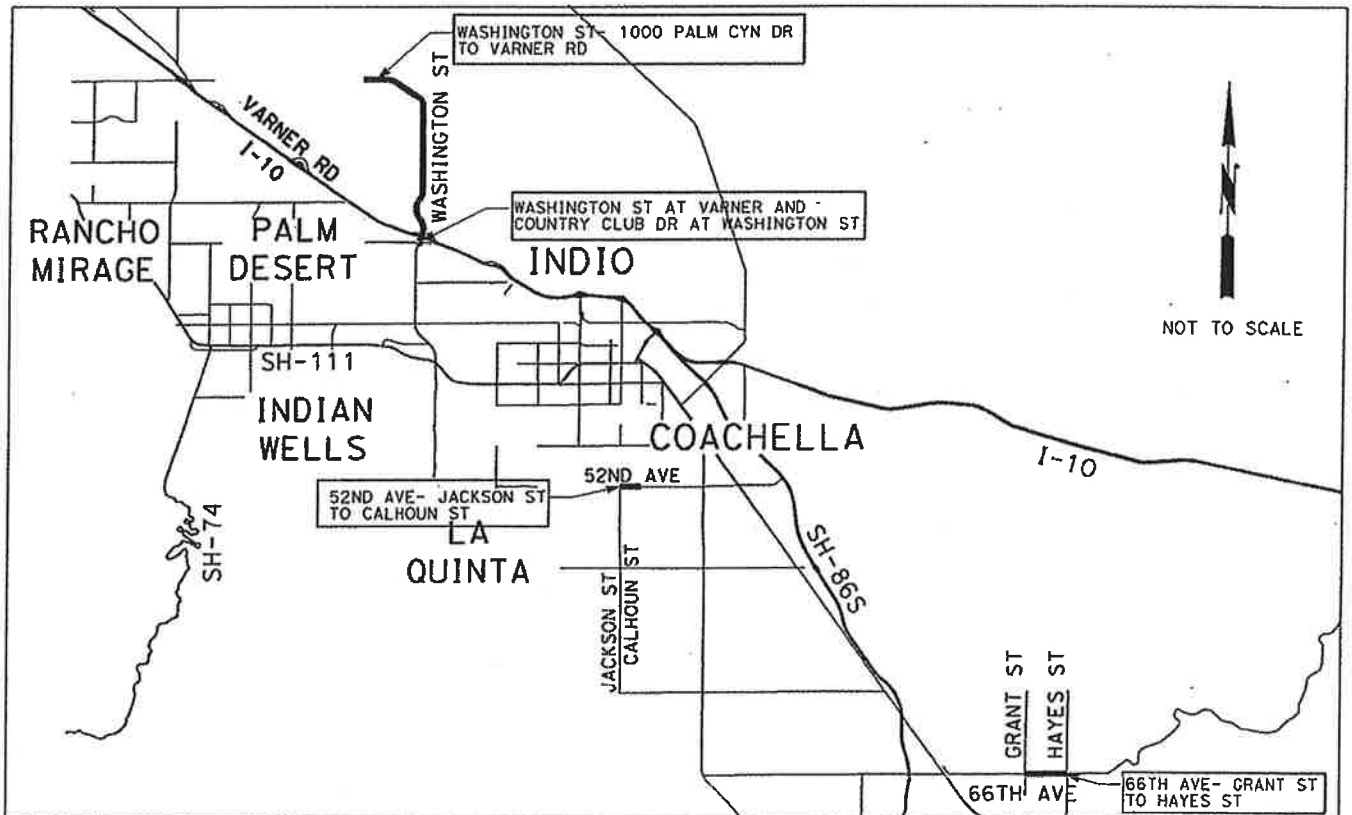
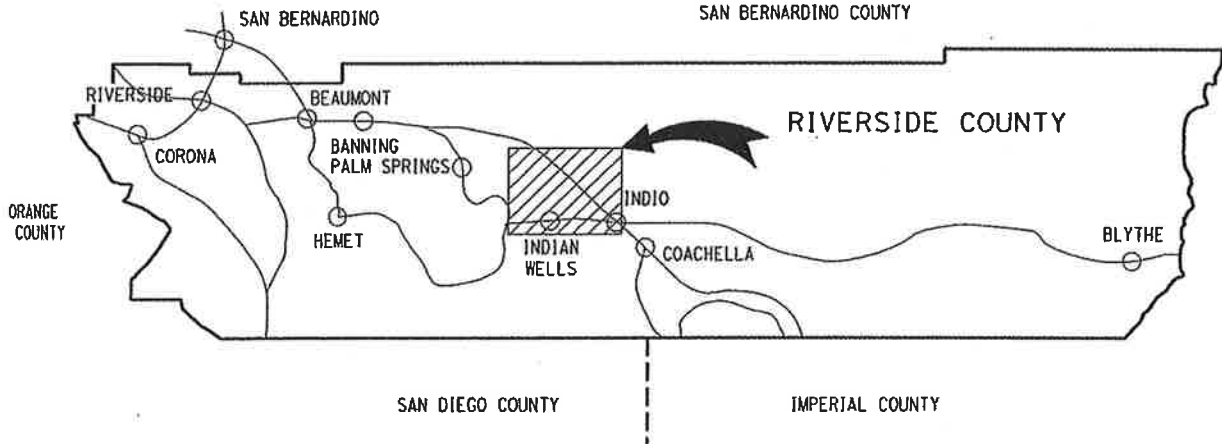
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NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

COACHELLA VALLEY

WASHINGTON ST
COUNTRY CLUB DR
52ND AVE
66TH AVE
RESURFACING AND RECONSTRUCTION



PROJECT LENGTH = 5.5 MILES
T4S R8E S18, S23, S24; T6S R7W S1; T7S, R9E S10
2009 THOMAS GUIDE PGS 789, 819, 8470, 8593

VICINITY MAP

Attachment "A"

Riverside County Transportation Department

Project: **52ND AVE, 66TH AVE, COUNTRY CLUB DR, WASHINGTON ST : RESURFACING PROJECT**

Project No.(s): **X1003**

Expenses as of: 1/4/2011

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey	686		1,000	1,000
Environmental	1,055	600	2,000	2,000
Design	177,044	5,000	162,000	166,000
Right-of-way				
Utilities				
Construction		830,000	913,000	1,264,000
Construction Contingency 10.0%		83,000		
Construction Engineering & Inspection	556	136,000	136,556	136,000
Construction Survey	5,264	60,000	65,264	60,000
Totals:	184,605	1,114,600	1,279,820	1,629,000

Project Funding

Code	Name	Existing Budget
215	Proposition 1B (State bond funds- Local Roads)	1,625,000
301	Measure A/Coachella Valley	4,000
Totals		1,629,000

Comments

Construction cost based on Match Corporation Bid of \$830,000.00 on December 22, 2010.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 9675

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

RHONDA C. ABEL; JERI APODACA; LISA K. CRAIL; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; RACHELLE RHEAULT; JAMES A. SCHALLER; Irvine, California***

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

Dexter R. Legg, Secretary

T. Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this DEC 10 2010 day of



Dexter R. Legg

Dexter R. Legg, Secretary

Company Profile

SAFECO INSURANCE COMPANY OF AMERICA

175 BERKELEY STREET
BOSTON, MA 02116

Former Names for Company

Old Name: SELECTIVE AUTO & F INS CO AMER

Effective Date: 11-02-1953

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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

AGREEMENT

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

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Coachella Valley Resurfacing and Reconstruction, 52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street, Project No. X1003**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda **(1 & 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 Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

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

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

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

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

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
 - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
 - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**COACHELLA VALLEY
RESURFACING AND RECONSTRUCTION
52ND AVENUE, 66TH AVENUE, COUNTRY CLUB DR, AND WASHINGTON STREET
PROJECT No. X1003**

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	2,000.00	2,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	4,000.00	4,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,000.00	8,000.00
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	30,000	1.70	51,000.00
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15' MAXIMUM)	SQYD	2,000	3.50	7,000.00
6	170101	DEVELOP WATER SUPPLY	LS	1	20,790.00	20,790.00
7	190101	ROADWAY EXCAVATION	CY	300	28.00	8,400.00
8	190185	SHOULDER BACKING	LF	40,000	0.50	20,000.00
9	390130	HOT MIX ASPHALT	TON	9,400	60.00	564,000.00
10	401000	CONCRETE PAVEMENT	CY	300	260.00	78,000.00
11	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	11,000.00	11,000.00
12	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	SQFT	1,350	7.00	9,450.00
13	820107	DELINEATOR (CLASS 1)	EA	3	52.00	156.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	3.00	3,600.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	94,000	0.18	16,920.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	2.70	8,100.00
17	860811	DETECTOR LOOP	EA	24	216.00	5,184.00
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	6	400.00	2,400.00
19	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00

PROJECT

TOTAL:

Eight hundred thirty thousand dollars and zero cents

\$830,000.00

ITEMS 1-19

"WORDS"

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

COUNTY OF RIVERSIDE

MATICH CORPORATION

BY Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

BY Robert M. Matich
Robert M. Matich

Dated FEB 01 2011

TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

Megan Nadalet

BY [Signature]
Deputy

TITLE: Notary Public Megan Nadalet

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

License No. 149783

Federal Employer Identification Number:

95-1810911

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 1/18/11
MARSHAL L. VICTOR DATE

BY _____
"County"
(Seal)

Matich Corporation
"Corporation"
(Seal)

CORPORATE RESOLUTION

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

“Resolved, the Corporate Officers for Matich Corporation are


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

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

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

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

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



Patrick A. Matich, Secretary

PERFORMANCE BOND

Recitals:

1. **Matich Corporation** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Coachella Valley Resurfacing and Reconstruction 52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street, Project No. X1003**

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 \$ **830,000.00 (Eight hundred thirty thousand dollars and zero cents)**, and inures to the benefit of County.

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

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

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

THIS BOND is executed as of _____.

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 for each party. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Match Corporation, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 830,000.00 (Eight hundred thirty thousand dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Coachella Valley Resurfacing and Reconstruction 52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street, Project No. X1003

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

PERFORMANCE BOND

Recitals:

1. Matich Corporation (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Coachella Valley Resurfacing and Reconstruction 52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street, Project No. X1003
2. Safeco Insurance Company of America, a _____ Washington _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 830,000.00 (Eight hundred thirty thousand dollars and zero cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____ December 28, 2010

MATICH CORPORATION

By _____

By Robert M. Matich

Title V.P.

"Contractor"

SAFECO INSURANCE COMPANY OF AMERICA

By Nanette Mariella-Myers

Type Name Nanette Mariella-Myers

Its Attorney in Fact
"Surety"

(Corporate Seal)

(Corporate Seal)

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

ACKNOWLEDGMENT

State of California
County of San Bernardino)

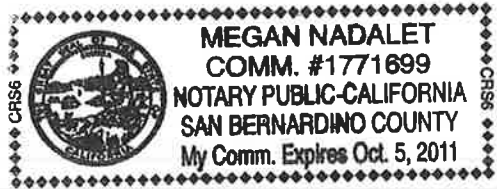
On DEC 29 2010 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Megan Nadalet* (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

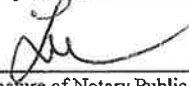
On DEC 28 2010 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Nanette Mariella-Myers

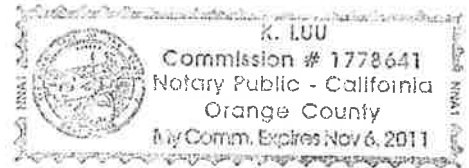
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Match Corporation, as Principal and Original Contractor and SAFECO INSURANCE COMPANY OF AMERICA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 830,000.00 (Eight hundred thirty thousand dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Coachella Valley Resurfacing and Reconstruction 52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street, Project No. X1003

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

DATED: December 28, 2010

Match Corporation
Original Contractor - Principal

Safeco Insurance Company of America
Surety

By Robert W. Weber

By Nanette Mariella-Myers
Its Attorney In Fact
Nanette Mariella-Myers

Title VP

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

SEE ATTACHED NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

ACKNOWLEDGMENT

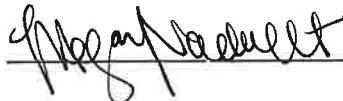
State of California
County of San Bernardino)

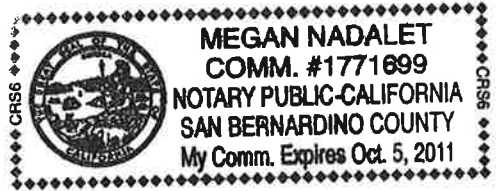
On DEC 29 2010 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On DEC 28 2010 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Nanette Mariella-Myers

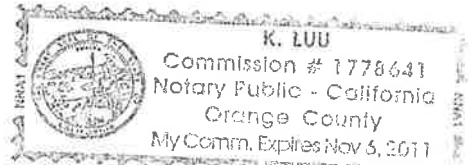
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is /are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9675

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

RHONDA C. ABEL; JERI APODACA; LISA K. CRAIL; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; RACHELLE RHEAULT; JAMES A. SCHALLER; Irvine, California***

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

[Handwritten signature of Dexter R. Legg]

[Handwritten signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this DEC 28 2010 day of



[Handwritten signature of Dexter R. Legg]

Dexter R. Legg, Secretary

Company Profile

SAFECO INSURANCE COMPANY OF AMERICA

175 BERKELEY STREET
BOSTON, MA 02116

Former Names for Company

Old Name: SELECTIVE AUTO & F INS CO AMER

Effective Date: 11-02-1953

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

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

Lines of Insurance Authorized to Transact

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

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



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

**ADDENDUM NUMBER 1
Dated December 15, 2010**

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

**Coachella Valley
Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street**

Project No. X1003

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8, of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans, specifications and special provisions for the referenced project. Any 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 Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Revised Proposal. Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following additional revisions have been made to the Proposal bid schedules:

- a. The following bid items have been added:

- Item 18, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS"

Item 2: **Construction Project Funding Identification Sign.** Refer to section "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN" on pages 56 through 57. The entire provision is deleted and replaced with the following:

"The Contractor shall furnish and install **six (6)** Construction Project Funding Identification Signs (4' X 8'); the signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction. The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop
Riverside County Transportation Department
McKenzie Highway Operations Center
2950 Washington Street
Riverside, California 92504
Telephone (951) 955-6894

Method of Payment

The contract price paid **per each** for Construction Project Funding Identification Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor."

Item 3: The following drawing is included as **Attachment "B"**, which is made a part hereof:

- CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN, Exhibit

Item 4: **Water Pollution Control (Santa Ana River Basin-Risk Level 1).** Refer to section entitled "WATER POLLUTION CONTROL (COLORADO RIVER BASIN REGION- RISK LEVEL 1)" pages 60 through 67. Delete the third paragraph on page 63 and replace with the following:

"Within **ten (10)** working days after the award of the contract, the Contractor shall submit two (2) copies of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's SWPPP/MP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised SWPPP/MP that is reviewed and approved by the Engineer."

Item 5: **Traffic Control System.** Refer to section entitled "TRAFFIC CONTROL SYSTEM/ PUBLIC CONVENIENCE/ PUBLIC SAFETY" pages 51 through 52. The following paragraph is added after the first paragraph on page 51.

"For Washington Street, south of Varner Road, the contractor must also submit the plans to Caltrans for review and approval. The contractor shall obtain a duplicate State of California Department of Transportation Encroachment Permit, as described in OBTAIN ENCROACHMENT PERMIT.

Item 6: **Obtain Encroachment Permit.** The following Special Provisions are added hereby:

"It shall be the responsibility of the Contractor to obtain a duplicate State of California Department of Transportation (Caltrans) Encroachment Permit, and pay all fees required for the work done within State Right-Of-Way prior to commencing any work. All work shall comply with the Caltrans issued permit.

The Contractor shall submit a request for payments of all fees paid by the Contractor upon completion of all work within State Right-Of-Way. The request shall include copies of all permits and receipts and refund payment documents issued by Caltrans.

Payment:

Full compensation for the actual cost of Encroachment Permit fees, as paid by the Contractor to Caltrans shall be included in the lump sum price paid for Traffic Control System. All incidental costs incurred by the Contractor shall be included in the various items of work, and no compensation will be allowed therefor.

Item 7: **Liquidated Damages.** Refer to section entitled "LIQUIDATED DAMAGES" page 49. Delete the first paragraph and replace with the following paragraph:

"For all work on 52nd Avenue, 66th Avenue and Washington Street, north of Varner Road, the Contractor shall diligently prosecute the work to completion before the expiration of 60 calendar days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of \$10,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. "

Delete the last paragraph and replace with the following paragraph:

"The Contractor shall have 60 calendar days after the issuance of Notice to Proceed to obtain an Encroachment Permit from Caltrans, and 14 calendar days after obtaining an Encroachment Permit from Caltrans to complete all work on Country Club Drive and Washington Street, south of Varner Road, with additional liquidated damages of \$5,000 per day.

Item 8: **Hours of Work.** Refer to Section 17 of the Instructions to Bidders entitled "HOURS OF WORK" page A6. The second paragraph is deleted and replaced with the following paragraph:

"Daily working hours shall be between the hours of 7:00 a.m. and 6:00 p.m., or as revised in the Special Provisions, Monday through Friday, except legal holidays, and as approved by the Engineer. Exceptions and specific work schedules shall be submitted to the Engineer for consideration."

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



Michael O. Mueting, PE
Project Manager



Concurrence:



Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____

(Contractor)

MM:JRJ:jrj:rr

Addendum No. 1
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 15, 2010
Page 6 of 6

ATTACHMENTS

A – REVISED PROPOSAL

B – EXHIBIT: CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN

**COACHELLA VALLEY
RESURFACING AND RECONSTRUCTION
52ND AVENUE, 66TH AVENUE, COUNTRY CLUB DRIVE, and
WASHINGTON STREET**

Issued By Addendum No. 1
Attachment "A"
Page 1 of 1.

PROJECT No. X1003

PROPOSAL (REVISED)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	30,000		
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15' MAXIMUM)	SQYD	2,000		
6	170101	DEVELOP WATER SUPPLY	LS	1		
7	190101	ROADWAY EXCAVATION	CY	300		
8	190185	SHOULDER BACKING	LF	40,000		
9	390130	HOT MIX ASPHALT	TON	9,400		
10	401000	CONCRETE PAVEMENT	CY	300		
11	414111	ROUT AND SEAL RANDOM CRACKS	LS	1		
12	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	SQFT	1,350		
13	820107	DELINEATOR (CLASS 1)	EA	3		
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200		
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	94,000		
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000		
17	860811	DETECTOR LOOP	EA	24		
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	6		

PROJECT TOTAL: _____ \$ _____
ITEMS 1-18 "WORDS"

CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN

State Transportation Bond Funds

AT WORK

**Ramona Expressway
Rehabilitation**



County of Riverside Transportation Department



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

**ADDENDUM NUMBER 2
Dated December 16, 2010**

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

**Coachella Valley
Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street**

Project No. X1003

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8, of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans, specifications and special provisions for the referenced project. Any 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 Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Closure Requirements and Conditions. Refer to section entitled "CLOSURE REQUIREMENTS AND CONDITIONS" pages 53 through 54. Clarifications to "Complete Conventional Highway Closure Hours" Chart on page 54:

Full closure is for 21 consecutive calendar days.
Full closure includes Saturdays and Sundays.

Standard working hours are Monday through Friday 7:00 AM to 6:00 PM, or as approved by Engineer.

Item 2: Obtain Encroachment Permit. Refer to Addendum No.1 Item No.6 entitled "OBTAIN ENCROACHMENT PERMIT". Delete the last paragraph and replace with the following paragraph:

"Full compensation for the actual cost of Encroachment Permit fees, as paid by the Contractor to Caltrans shall be included in the **price paid on force account basis for Obtain Encroachment Permit in accordance with Section 9-1.03 of the Standard Specifications and these Special Provisions, up to the fixed bid price. No markups will be allowed.** All incidental costs incurred by the Contractor shall be included in the various items of work, and no compensation will be allowed therefor.

Item 3: Revised Proposal. Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following additional revisions have been made to the Proposal bid schedules:

- a. The following bid items have been added:
 - Item 19, "OBTAIN ENCROACHMENT PERMIT"

Item 4: Insurance. The following Special Provisions are added hereby:

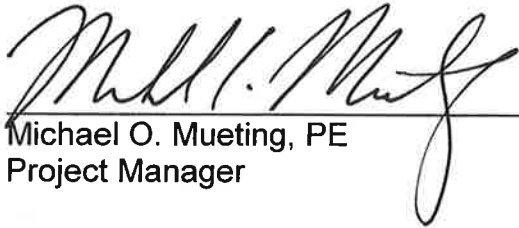
"In addition to the requirements of Section 18, "Insurance – Hold Harmless" of the contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insureds under the Contractor's general liability, excess liability and auto liability insurance policies and each listed entity shall be on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. "State of California, Department of Transportation, its officers, directors, agents and employees".

Each of the above listed entities shall also be held harmless, in accordance with the requirements of subsection IV, "Hold Harmless of Section 18, "Insurance – Hold Harmless" of the contract documents.

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work and no additional compensation will be allowed therefore."


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

 12/16/10

Michael O. Mueting, PE
Project Manager



Concurrence:

 12/16/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged: _____ Date: _____

(Contractor)

MM:JRJ:jrj:rr

Addendum No. 2
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 16, 2010
Page 4 of 4

ATTACHMENTS

A – REVISED PROPOSAL

**COACHELLA VALLEY
RESURFACING AND RECONSTRUCTION
52ND AVENUE, 66TH AVENUE, COUNTRY CLUB DRIVE, and
WASHINGTON STREET**

Issued by Addendum No. 2
Attachment "A"
Page 1 of 1

PROJECT No. X1003

PROPOSAL (REVISED)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	30,000		
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15' MAXIMUM)	SQYD	2,000		
6	170101	DEVELOP WATER SUPPLY	LS	1		
7	190101	ROADWAY EXCAVATION	CY	300		
8	190185	SHOULDER BACKING	LF	40,000		
9	390130	HOT MIX ASPHALT	TON	9,400		
10	401000	CONCRETE PAVEMENT	CY	300		
11	414111	ROUT AND SEAL RANDOM CRACKS	LS	1		
12	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	SQFT	1,350		
13	820107	DELINEATOR (CLASS 1)	EA	3		
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200		
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	94,000		
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000		
17	860811	DETECTOR LOOP	EA	24		
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	6		
19	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00

PROJECT TOTAL: _____ \$
ITEMS 1-19 "WORDS"

**Riverside County Transportation Department
Summary of Bids**

PROJECT:
Coachella Valley Resurfacing and Reconstruction Project
Segments of 52nd Ave, 66th Ave, Country Club Dr, and Washington St
PROJECT No. X1003

Advertised: November 30, 2010 (Agenda Item: 3.61)
Addenda: 1 (12/15/10) and 2 (12/16/10)

Bids Open: 2 pm Date: Wednesday, December 22, 2010

ITEM No.	ITEM CODE	CONTRACT ITEM	UNIT	QUANTITY	COUNTY'S ESTIMATE				AMOUNT
					UNIT PRICE	ENG ESTIMATE	BID	AMOUNT	
1	066102	DUST ABATEMENT	LS	1	20,000.00	20,000.00	2,000.00	2,000.00	
2	074020	WATER POLLUTION CONTROL	LS	1	25,000.00	25,000.00	4,000.00	4,000.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	25,000.00	25,000.00	8,000.00	8,000.00	
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	30,000	2.00	60,000.00	1.70	51,000.00	
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15' MAXIMUM)	SQYD	2,000	3.00	6,000.00	3.50	7,000.00	
6	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	20,790.00	20,790.00	
7	190101	ROADWAY EXCAVATION	CY	300	35.00	10,500.00	28.00	8,400.00	
8	190185	SHOULDER BACKING	LF	40,000	2.00	80,000.00	0.50	20,000.00	
9	390130	HOT MIX ASPHALT	TON	9,400	75.00	705,000.00	60.00	564,000.00	
10	401000	CONCRETE PAVEMENT	CY	300	600.00	180,000.00	260.00	78,000.00	
11	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	5,000.00	5,000.00	11,000.00	11,000.00	
12	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	SQFT	1,350	15.00	20,250.00	7.00	9,450.00	
13	820107	DELINEATOR (CLASS 1)	EA	3	150.00	450.00	52.00	156.00	
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	3.00	3,600.00	3.00	3,600.00	
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	94,000	0.20	18,800.00	0.18	16,920.00	
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	3.00	9,000.00	2.70	8,100.00	
17	860811	DETECTOR LOOP	EA	24	300.00	7,200.00	216.00	5,184.00	
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	6	500.00	3,000.00	400.00	2,400.00	
19	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00	
TOTAL: ITEMS 1-19						1,198,800.00		830,000.00	

**Riverside County Transportation Department
Summary of Bids**

PROJECT:
Coachella Valley Resurfacing and Reconstruction Project
Segments of 52nd Ave, 66th Ave, Country Club Dr, and Washington St
PROJECT No. X1003

Advertised: November 30, 2010 (Agenda Item: 3.61)
Addenda: 1 (12/15/10) and 2 (12/16/10)

Bids Open: 2 pm Date: Wednesday, December 22, 2010

ITEM No.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	2		3	
					BID	AMOUNT	BID	AMOUNT
1	066102	DUST ABATEMENT	LS	1	500.00	500.00	7,700.00	7,700.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	8,400.00	8,400.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	13,997.00	13,997.00	34,500.00	34,500.00
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	30000	2.00	60,000.00	1.91	57,300.00
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15' MAXIMUM)	SQYD	2000	2.20	4,400.00	3.59	7,180.00
6	170101	DEVELOP WATER SUPPLY	LS	1	500.00	500.00	4,900.00	4,900.00
7	190101	ROADWAY EXCAVATION	CY	300	110.00	33,000.00	77.00	23,100.00
8	190185	SHOULDER BACKING	LF	40,000	0.80	32,000.00	0.81	32,400.00
9	390130	HOT MIX ASPHALT	TON	9,400	71.00	667,400.00	67.40	633,560.00
10	401000	CONCRETE PAVEMENT	CY	300	350.00	105,000.00	570.00	171,000.00
11	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	5,000.00	5,000.00	14,500.00	14,500.00
12	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	SQFT	1350	12.00	16,200.00	18.00	24,300.00
13	820107	DELINEATOR (CLASS 1)	EA	3	50.00	150.00	41.00	123.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	3.00	3,600.00	3.50	4,200.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	94,000	0.20	18,800.00	0.24	22,560.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3000	3.00	9,000.00	2.60	7,800.00
17	860811	DETECTOR LOOP	EA	24	210.00	5,040.00	187.00	4,488.00
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	6	400.00	2,400.00	750.00	4,500.00
19	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
TOTAL: ITEMS 1-19						987,987.00		1,072,511.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT:

**Coachella Valley Resurfacing and Reconstruction Project
Segments of 52nd Ave, 66th Ave, Country Club Dr, and Washington St**

Advertised: November 30, 2010 (Agenda Item: 3.61)

Addenda: 1 (12/15/10) and 2 (12/16/10)

Bids Open: 2 pm Date: Wednesday, December 22, 2010

PROJECT No. X1003

ITEM No.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID	AMOUNT	BID	AMOUNT
1	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	1,800.00	1,800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	68,000.00	68,000.00	50,000.00	50,000.00
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	30000	1.00	30,000.00	2.00	60,000.00
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15' MAXIMUM)	SQYD	2000	2.50	5,000.00	3.00	6,000.00
6	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00	1,000.00	1,000.00
7	190101	ROADWAY EXCAVATION	CY	300	40.00	12,000.00	66.00	19,800.00
8	190185	SHOULDER BACKING	LF	40,000	0.30	12,000.00	0.75	30,000.00
9	390130	HOT MIX ASPHALT	TON	9,400	70.00	658,000.00	71.00	667,400.00
10	401000	CONCRETE PAVEMENT	CY	300	650.00	195,000.00	550.00	165,000.00
11	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	13,000.00	13,000.00	27,000.00	27,000.00
12	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	SQFT	1350	12.00	16,200.00	6.50	8,775.00
13	820107	DELINEATOR (CLASS 1)	EA	3	50.00	150.00	50.00	150.00
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	3.00	3,600.00	3.00	3,600.00
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	94,000	0.10	9,400.00	0.20	18,800.00
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3000	3.00	9,000.00	3.00	9,000.00
17	860811	DETECTOR LOOP	EA	24	190.00	4,560.00	200.00	4,800.00
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	6	500.00	3,000.00	600.00	3,600.00
19	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00	10,000.00	10,000.00
TOTAL: ITEMS 1-19						1,073,910.00		1,091,725.00

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 12/22/2016

hereafter called "County":

BIDDER: Match Corporation

(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Coachella Valley Resurfacing and Reconstruction, 52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street, Project No. X1003 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1 & 2. for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. County has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the County of Riverside.
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 Documents shall constitute a written memorial thereof.
5. To submit to County such information as County may require to determine whether a particular Proposal is the lowest responsible bid submitted.

6. That the accompanying certified or cashier's check or Bid Bond 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 Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to County, including but not limited to publication costs, the difference in money between the amount bid and the amount in excess of the bid which it costs County to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.
7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**COACHELLA VALLEY
RESURFACING AND RECONSTRUCTION
52ND AVENUE, 66TH AVENUE, COUNTRY CLUB DRIVE, and
WASHINGTON STREET**

Issued by Addendum No. 2
Attachment "A"
Page 1 of 1

PROJECT No. X1003

PROPOSAL (REVISED)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	3,000-	3,000-
2	074020	WATER POLLUTION CONTROL	LS	1	4,000-	4,000-
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,000-	8,000-
4	011505	GRINDING ASPHALT CONCRETE IN PLACE	SQYD	30,000	170	5,1000-
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT (.15' MAXIMUM)	SQYD	2,000	350	7,000-
6	170101	DEVELOP WATER SUPPLY	LS	1	20,790-	20,790-
7	190101	ROADWAY EXCAVATION	CY	300	28-	8,400-
8	190185	SHOULDER BACKING	LF	40,000	050	20,000
9	390130	HOT MIX ASPHALT	TON	9,400	60-	564,000
10	401000	CONCRETE PAVEMENT	CY	300	260-	78,000-
11	414111	ROUT AND SEAL RANDOM CRACKS	LS	1	11,000-	11,000-
12	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	SQFT	1,350	7-	9,450-
13	820107	DELINEATOR (CLASS 1)	EA	3	52-	156-
14	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,200	3-	3,600-
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	94,000	018	16,920-
16	850102	PAVEMENT MARKER (REFLECTIVE)	EA	3,000	270	8,100-
17	860811	DETECTOR LOOP	EA	24	216-	5,184-
18	000003	CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN	EA	6	400-	2,400-
19	010601	OBTAIN ENCROACHMENT PERMIT	FA	1	10,000.00	10,000.00

PROJECT TOTAL:
ITEMS 1-19

EIGHT HUNDRED THIRTY THOUSAND DOLLARS.
"WORDS"

\$ 830,000-

BIDDER DATA:

Name of Bidder Matich Corporation

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder See Attached Corporate Resolution

Address 1596 Harry Sheppard Blvd. San Bernardino, CA 92408

Phone 909 382-7400

Contractor's License A & B 149783
Type & Number

Expiration Date 11-30-11

8. DESIGNATION OF SUBCONTRACTORS: Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
STRIPING	CAL STRIP6	SAN BERNARDINO, CA	685387
GRINDAC	PRS	MIRA LOMA, CA	569352

Percent of work to be performed by sub-contractors: 10 %
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

Robert M. Matich

Robert M. Matich

TITLE Vice President

"Contractor"

CORPORATE RESOLUTION

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

“Resolved, the Corporate Officers for Matich Corporation are

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

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

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

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

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


Patrick A. Matich, Secretary

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

N/A

declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ (day) of _____ (month),
_____ (year) at _____, California

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

N/A

declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as _____ which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by _____ who constitute the other members of the joint venture or copartnership.

I declare, under penalty of perjury, that the foregoing is true and correct.

**Dated this _____ (day) of _____ (month),
_____ (year)
at _____, California**

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

Robert M. Matich

declares as follows:

That he or she is Vice President of
Matich Corporation a
corporation which is the party making the foregoing proposal or
bid; that the bid is not made in the interest of, or on behalf
of, any undisclosed person, partnership, company, association,
organization, or corporation; that the bid is genuine and not
collusive or sham; that the bidder has not directly or indirectly
induced or solicited any other bidder to put in a false or sham
bid, and 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; that 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, or to secure any advantage against the County
of Riverside or anyone interested in the proposed contract; that
all statements contained in the bid are true; and, further, that
the bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or
divulged information or data relative thereto, or paid, and will
not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 22 (day) of December (month),
2010 (year)
at San Bernardino, California

Signature of affiant: *Robert M. Matich*
Robert M. Matich Vice President

Note: Notarization of signature required
See attached notary acknowledgement

ACKNOWLEDGMENT

State of California
County of San Bernardino

On DEC 22 2010 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

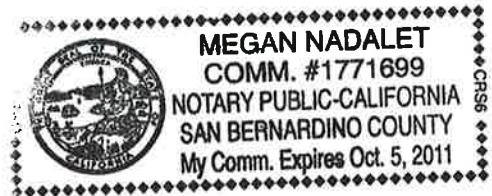
personally appeared Robert M. Matich
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature *Megan Nadalet*

(Seal)





COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 1
Dated December 15, 2010

to the
Specifications and Contract Documents
for the construction of

Coachella Valley
Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street

Project No. X1003

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8, of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans, specifications and special provisions for the referenced project. Any 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 Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Revised Proposal. Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following additional revisions have been made to the Proposal bid schedules:

- a. The following bid items have been added:

Addendum No. 1
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 15, 2010
Page 2 of 6

- Item 18, "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS"

Item 2: **Construction Project Funding Identification Sign.** Refer to section "CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN" on pages 56 through 57. The entire provision is deleted and replaced with the following:

"The Contractor shall furnish and install **six (6)** Construction Project Funding Identification Signs (4' X 8'); the signs shall be installed at locations to be determined by the Engineer, within or near the project limits, in accordance with the relevant requirements of Section 56-2 of the Standard Specifications and the appropriate details of Standard Plans RS1 through RS4 for two post installation of signs, and as directed by the Engineer.

A reference exhibit displaying the text and colors of the sign will be provided to the Contractor prior to construction. The Contractor shall submit a copy of the final sign design for approval by the resident Engineer prior to fabrication.

The Contractor shall submit to the Engineer the final sign design in the form of an editable picture file in .eps format – Encapsulated PostScript file.

At the completion of the project, the signs will become property of the County. When directed by the Engineer, the Contractor shall remove all hardware from the signs. Posts and hardware shall become the property of the Contractor. The Contractor shall deliver and off-load the signs to the address listed below or as directed by the Engineer:

Traffic Signal Shop
Riverside County Transportation Department
McKenzie Highway Operations Center
2950 Washington Street
Riverside, California 92504
Telephone (951) 955-6894

Method of Payment

The contract price paid **per each** for Construction Project Funding Identification Sign shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work including sign installation, transportation, maintenance, removal, delivery, excavation and backfill as specified in the Standard Specification and these Special Provisions and no additional compensation will be allowed therefor."

Addendum No. 1
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 15, 2010
Page 3 of 6

Item 3: The following drawing is included as **Attachment "B"**, which is made a part hereof:

- **CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN, Exhibit**

Item 4: **Water Pollution Control (Santa Ana River Basin-Risk Level 1).** Refer to section entitled "WATER POLLUTION CONTROL (COLORADO RIVER BASIN REGION- RISK LEVEL 1)" pages 60 through 67. Delete the third paragraph on page 63 and replace with the following:

"Within **ten (10)** working days after the award of the contract, the Contractor shall submit two (2) copies of the SWPPP/MP to the Engineer for review and approval. The Contractor shall allow **five (5)** working days for the Engineer to review the SWPPP/MP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP/MP within three (3) working days of receipt of the Engineer's comments and shall allow **five (5)** working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP/MP to the Engineer prior to notice to proceed. The Contractor must have an approved SWPPP/MP prior to the notice to proceed. The Engineer may provide a letter of conditional approval of the Contractor's SWPPP/MP while minor revisions are made and may allow the Contractor to begin only those certain construction activities identified in the letter of conditional approval. In no case will the conditional approval extend beyond twenty-one (21) calendar days. The Engineer may suspend construction operations until the Contractor submits a revised SWPPP/MP that is reviewed and approved by the Engineer."

Item 5: **Traffic Control System.** Refer to section entitled "TRAFFIC CONTROL SYSTEM/ PUBLIC CONVENIENCE/ PUBLIC SAFETY" pages 51 through 52. The following paragraph is added after the first paragraph on page 51.

"For Washington Street, south of Varner Road, the contractor must also submit the plans to Caltrans for review and approval. The contractor shall obtain a duplicate State of California Department of Transportation Encroachment Permit, as described in OBTAIN ENCROACHMENT PERMIT.

Item 6: **Obtain Encroachment Permit.** The following Special Provisions are added hereby:

"It shall be the responsibility of the Contractor to obtain a duplicate State of California Department of Transportation (Caltrans) Encroachment Permit, and pay all fees required for the work done within State Right-Of-Way prior to commencing any work. All work shall comply with the Caltrans issued permit.

Addendum No. 1
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 15, 2010
Page 4 of 6

The Contractor shall submit a request for payments of all fees paid by the Contractor upon completion of all work within State Right-Of-Way. The request shall include copies of all permits and receipts and refund payment documents issued by Caltrans.

Payment:

Full compensation for the actual cost of Encroachment Permit fees, as paid by the Contractor to Caltrans shall be included in the lump sum price paid for Traffic Control System. All incidental costs incurred by the Contractor shall be included in the various items of work, and no compensation will be allowed therefor.

Item 7: Liquidated Damages. Refer to section entitled "LIQUIDATED DAMAGES" page 49. Delete the first paragraph and replace with the following paragraph:

"For all work on 52nd Avenue, 66th Avenue and Washington Street, north of Varner Road, the Contractor shall diligently prosecute the work to completion before the expiration of 60 calendar days from the date stated in the "Notice to Proceed". The Contractor shall pay to the County of Riverside the sum of \$10,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above."

Delete the last paragraph and replace with the following paragraph:

"The Contractor shall have 60 calendar days after the issuance of Notice to Proceed to obtain an Encroachment Permit from Caltrans, and 14 calendar days after obtaining an Encroachment Permit from Caltrans to complete all work on Country Club Drive and Washington Street, south of Varner Road, with additional liquidated damages of \$5,000 per day."

Item 8: Hours of Work. Refer to Section 17 of the Instructions to Bidders entitled "HOURS OF WORK" page A6. The second paragraph is deleted and replaced with the following paragraph:

"Daily working hours shall be between the hours of 7:00 a.m. and 6:00 p.m., or as revised in the Special Provisions, Monday through Friday, except legal holidays, and as approved by the Engineer. Exceptions and specific work schedules shall be submitted to the Engineer for consideration."

Addendum No. 1
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
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December 15, 2010
Page 5 of 6

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


Michael O. Mueting, PE
Project Manager



Concurrence:

 12/15/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged:  Date: 12/22/2010
Robert M. Match Vice President
(Contractor)

MM:JRJ:jrj:rr

Addendum No. 1
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
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December 15, 2010
Page 6 of 6

ATTACHMENTS

A – REVISED PROPOSAL

B – EXHIBIT: CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN

CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGN

State Transportation Bond Funds

AT WORK

**Ramona Expressway
Rehabilitation**



County of Riverside Transportation Department



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



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

Transportation Department

ADDENDUM NUMBER 2
Dated December 16, 2010

to the
Specifications and Contract Documents
for the construction of

Coachella Valley
Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street

Project No. X1003

Bids Due: Wednesday, December 22, 2010; 2:00 PM
14th Street Transportation Annex
3525 14th Street; Riverside, CA 92501
(951) 955-6780

This Addendum is issued pursuant to the instructions to Bidders, Item No. 8, of the Contract Document for the referenced project. This Addendum is issued as a supplement to the plans, specifications and special provisions for the referenced project. Any 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 Proposal. Bidders are directed to sign this addendum as acknowledged, and attach the signed addendum to the contractor's submitted proposal.

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

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

MODIFICATIONS / CLARIFICATIONS TO SPECIAL PROVISIONS

Item 1: Closure Requirements and Conditions. Refer to section entitled "CLOSURE REQUIREMENTS AND CONDITIONS" pages 53 through 54. Clarifications to "Complete Conventional Highway Closure Hours" Chart on page 54:

Full closure is for 21 consecutive calendar days.
Full closure includes Saturdays and Sundays.

Addendum No. 2
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 16, 2010
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Standard working hours are Monday through Friday 7:00 AM to 6:00 PM, or as approved by Engineer.

Item 2: Obtain Encroachment Permit. Refer to Addendum No.1 Item No.6 entitled "OBTAIN ENCROACHMENT PERMIT". Delete the last paragraph and replace with the following paragraph:

"Full compensation for the actual cost of Encroachment Permit fees, as paid by the Contractor to Caltrans shall be included in the price paid on force account basis for Obtain Encroachment Permit in accordance with Section 9-1.03 of the Standard Specifications and these Special Provisions, up to the fixed bid price. No markups will be allowed. All incidental costs incurred by the Contractor shall be included in the various items of work, and no compensation will be allowed therefor.

Item 3: Revised Proposal. Refer to "Proposal" page B3. Proposal (page B3) is deleted and replaced with revised "Proposal" attached herewith as **Attachment "A"**. The following additional revisions have been made to the Proposal bid schedules:

a. The following bid items have been added:

- Item 19, "OBTAIN ENCROACHMENT PERMIT"

Item 4: Insurance. The following Special Provisions are added hereby:

"In addition to the requirements of Section 18, "Insurance – Hold Harmless" of the contract documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insureds under the Contractor's general liability, excess liability and auto liability insurance policies and each listed entity shall be on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

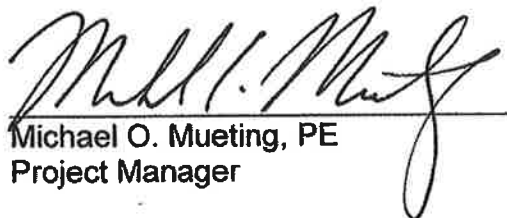
1. "State of California, Department of Transportation, its officers, directors, agents and employees".

Each of the above listed entities shall also be held harmless, in accordance with the requirements of subsection IV, "Hold Harmless of Section 18, "Insurance – Hold Harmless" of the contract documents.

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work and no additional compensation will be allowed therefore."

Addendum No. 2
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 16, 2010
Page 3 of 4


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

 12/16/10


Michael O. Mueing, PE
Project Manager



Concurrence:

 12/16/10

Khalid Nasim, PE
Engineering Division Manager

Acknowledged:  Date: 12/22/2010

Robert M. Matich Vice President
(Contractor)

MM:JRJ:jrj:rr

Addendum No. 2
Coachella Valley Resurfacing and Reconstruction
52nd Avenue, 66th Avenue, Country Club Drive, and Washington Street
Project No. X1003
December 16, 2010
Page 4 of 4

ATTACHMENTS

A – REVISED PROPOSAL

BID BOND

Recitals:

1. MATICH CORPORATION "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for COACHELLA VALLEY RESURFACING AND RECONSTRUCTION, 52ND AVENUE, 66TH AVENUE, COUNTRY CLUB DR., AND WASHINGTON STREET - PROJECT #X1003 in accordance with a Notice Inviting Bids of County dated NOVEMBER 30, 2010.
2. SAFECO INSURANCE COMPANY OF AMERICA a WASHINGTON 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 Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: DECEMBER 10, 2010

SAFECO INSURANCE COMPANY OF AMERICA
 By Jane Kepner
 Title: JANE KEPNER Attorney in Fact
"Surety"

MATICH CORPORATION
 By Robert M. Matich
 Title: Vice President Robert M. Matich
"Contractor"

SEE NOTARY ACKNOWLEDGEMENT ATTACHED
 STATE OF CALIFORNIA
 COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On DEC 22 2010 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

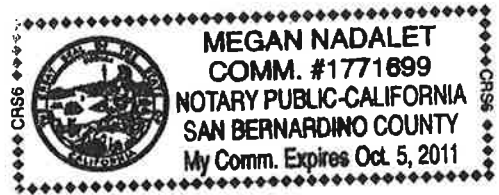
personally appeared Robert M. Matich,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature *Megan Nadalet*

(Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On DEC 10 2010 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Jane Kepner

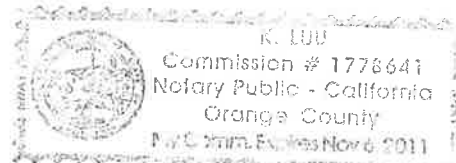
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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