

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

450  
A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
April 21, 2011

**SUBJECT:** Paving rehabilitation on the entry drive to the Lake Skinner Recreation Area and Warren Road.

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

1. Accept the low bid of Manhole Adjusting, Inc. of Pico Rivera, CA in the amount of \$213,713, and;
2. Award the contract including Base Bid (Park Entry Drive Eastbound), Alternate Bid No. 1 (Park Entry Drive Westbound), and Alternate Bid No. 2 (Warren Road) to that firm and authorize the Chairman of the Board to execute the contract documents, and;
3. Approve the project's proposed budget as shown on Attachment "A".

\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

JCP:rrj:rr  
(Continued On Attached Page)

FORM APPROVED COUNTY COUNSEL  
DATE 4/19/11  
BY: MARSHA L. VICTOR

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 213,713	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

<b>SOURCE OF FUNDS:</b> County Parks District ( 86.8 %), Gas Tax (13.2%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.** 03/15/11, Item 3.42 | **District:** 3 | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.50**

The Honorable Board of Supervisors

RE: Paving rehabilitation on the entry drive to the Lake Skinner Recreation Area and Warren Road.

April 21, 2011

Page 2 of 2

**BACKGROUND:** By Minute Order dated March 15, 2011 (agenda item 3.42) the Board authorized the Clerk of the Board to advertise for the pavement rehabilitation of the Lake Skinner Recreation Area entry drive in the Temecula Area of Riverside County. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, March 30, 2011. Three responsive bids were received. The lowest responsive bid was submitted by Manhole Adjusting, Inc. in the amount of \$213,713. The bid is \$30,918 (17%) more than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements. The project is expected to be completed within the existing budget as shown on attachment A.

Lake Skinner improvements will include the following schedules of work:

Base Bid: Pavement rehabilitation of Park Entry Drive (Eastbound) between Warren Road and Check Stand/ Entry Drive.

Alternate 1: Pavement rehabilitation of 2,700-feet of Park Entry Drive (Westbound).

Alternate 2: Pavement rehabilitation of 811-feet of Warren Road.

The pavement rehabilitation within the Lake Skinner Recreation Area, Park Entry Drive (Eastbound and Westbound), will be funded by the County Parks District. The pavement rehabilitation of Warren Road will be funded by Gas Tax. All schedules are recommended for award. The work contemplated under the Base Bid, Alternate 1, and Alternate 2 will be performed by Manhole Adjusting, Inc.

The Contractor has executed the contract and has provided performance and payment bonds.

The contractor is qualified.

Project Number: C1-0619

# Attachment "A"

Riverside County Transportation Department

Project: Lake Skinner Entry Drive Rehabilitation Project including Base Bid and All Alternate Bids (Awarding)

Project No.(s): C1-0619

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey					
Environmental	637	363	1,000	1,000	1,000
Design	46,658		46,658	40,000	47,000
Right-of-way					
Utilities					
Construction		213,713	219,056	179,000	219,056
Construction Contingency 2.5%		5,343			
Construction Engineering & Inspection	486	19,514	20,000	29,000	20,000
Construction Survey	387	613	1,000	1,000	1,000
<b>Totals:</b>	<b>48,167</b>	<b>239,546</b>	<b>287,714</b>	<b>250,000</b>	<b>288,056</b>

Code	Name	Existing Budget	Proposed Budget
815	County Parks District	250,000	250,000
221	Gas Tax (ABX8-9)		38,056
<b>Totals</b>		<b>250,000</b>	<b>288,056</b>

Base Bid and All Alternate Bids including the County's Warren Road (Alt 2)

**Form 11 Attachment**

**Contract/Lease/Purchase Summary Data**

**Contract (for Services)**

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

**Lease**

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

**Purchase (for Materials)**

- Sole Source
- Other than Low Bid
- Change Order

**Selection Committee Member Names (RFP's Only)**

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

<b>Vendor/Lessor Name:</b>	Manhole Adjusting, Inc.
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**Minority Status:**

- M     W     DV     None

<b>Vendor/Lessor Location:</b>	Pico Rivera, 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:                      \$ 213,713.00 to \$ 316,403.50
- Local Bid Range:                      N/A
- Responsive and Responsible Bid Range:    \$ 213,713.00 to \$ 316,403.50

**Contract/Lease Renewals Only**

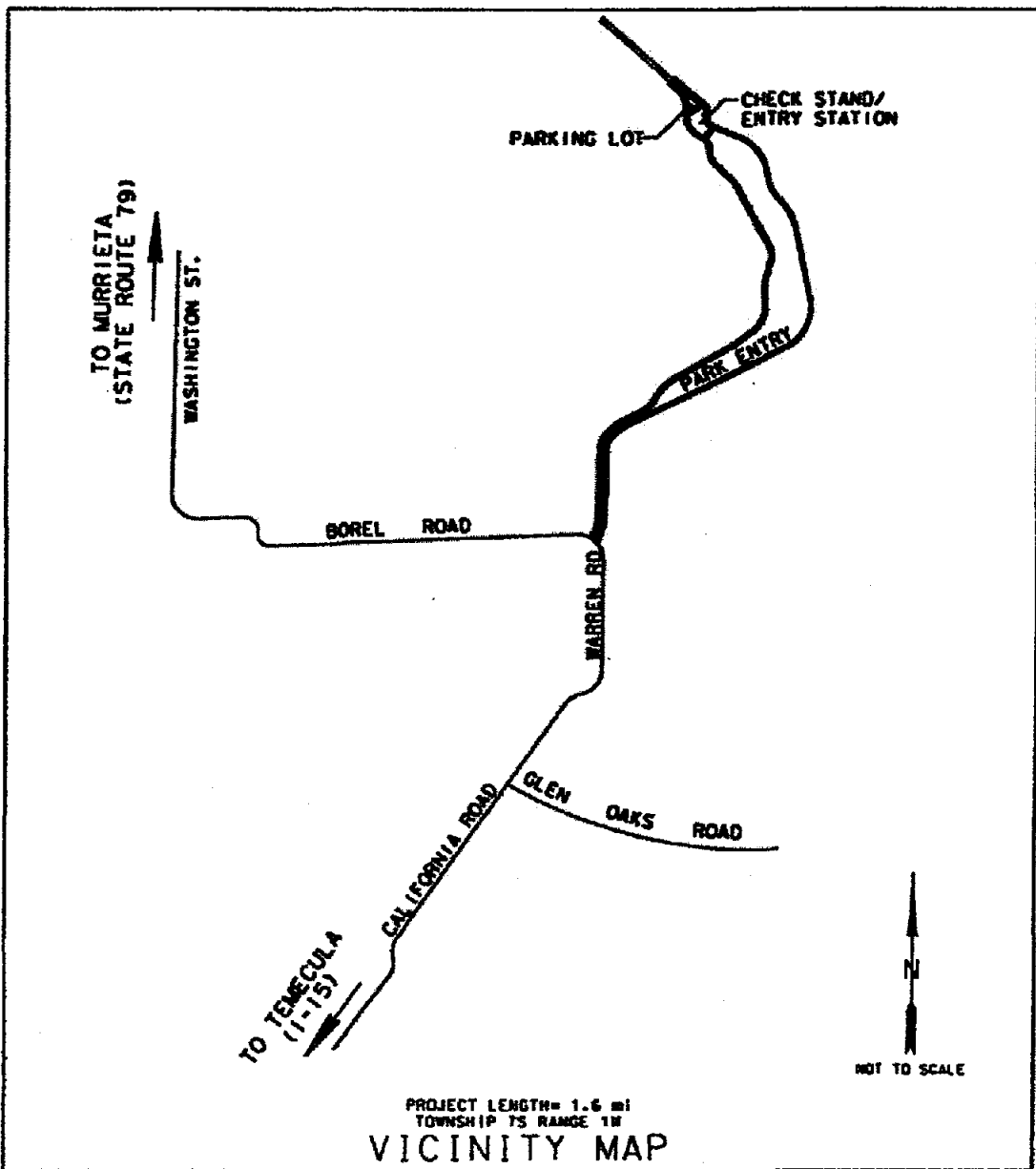
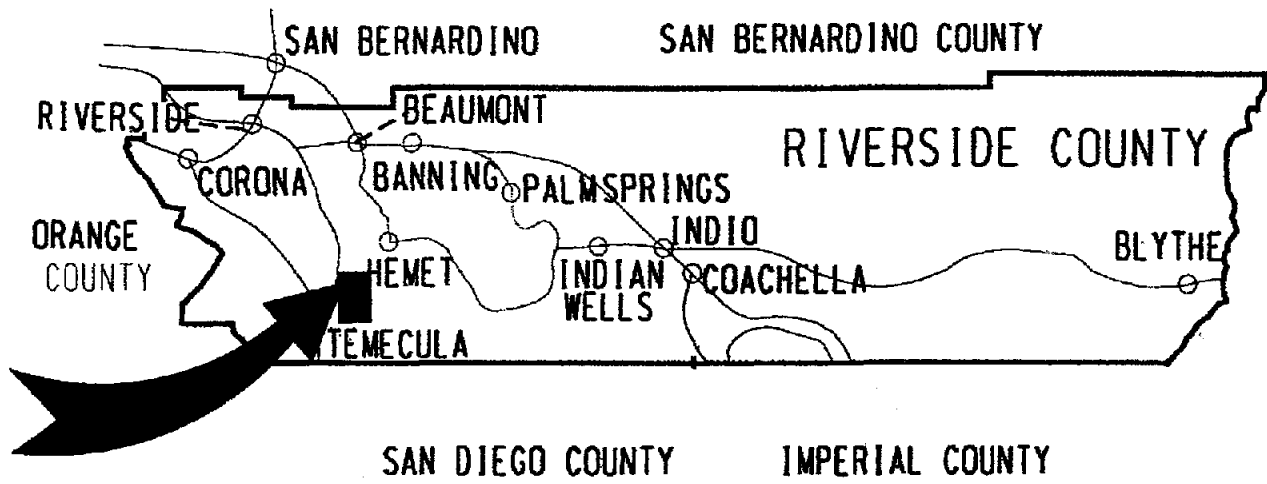
Existing Agreement Items

Proposed Agreement Items

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

(continue on blank sheet if necessary)

**NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT**



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

Advertised: March 15, 2011 (Agenda Item: 3.42)  
 Addenda: None Issued  
 Bids Open: 2 pm Date: Wednesday, March 30, 2011

**PROJECT: Lake Skinner Recreation Area Entry Drive**  
**Borel Road/ Warren Road To Check Stand/ Entry Station**  
**Paving Rehabilitation Project**

PROJECT No. C1-0619

BASE BID - Park Entry Road (Limits: Warren Road to Check Stand; STA 9+25 to STA 52+32.45, See Plan Sheets 2, 3, 4 and 5)			COUNTY'S ESTIMATE			Manhole Adjusting Inc. Pico Rivera, CA 90660-2135		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	650.00	650.00	475.00	475.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,300.00	1,300.00	800.00	800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,900.00	3,900.00	5,200.00	5,200.00
4	374206	SEAL RANDOM CRACKS	LS	1	6,500.00	6,500.00	6,300.00	6,300.00
5	377501	SLURRY SEAL (TYPE I)	SY	12,300	1.00	12,300.00	1.44	17,712.00
6	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	12,300	6.40	78,720.00	9.50	116,850.00
7	566012	ROADWAY SIGNS (2-POST)	LS	1	2,000.00	2,000.00	900.00	900.00
8	850101	PAVEMENT MARKERS (NON-REFLECTIVE-TYPE AY)	LS	1	2,000.00	2,000.00	600.00	600.00
9	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	8,000.00	8,000.00	5,280.00	5,280.00
		<b>SUBTOTAL (Base Bid)</b>				<b>115,370.00</b>		<b>154,117.00</b>
		<b>ITEMS 1-9</b>						
ALTERNATE 1 - Park Entry Road (Limits: Westerly Side; STA 1+50 to STA 28+50; See Plan Sheets 3, 4 and 5)			COUNTY'S ESTIMATE			Manhole Adjusting Inc. Pico Rivera, CA 90660-2135		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
10	66102	DUST ABATEMENT	LS	1	250.00	250.00	1.00	1.00
11	74020	WATER POLLUTION CONTROL	LS	1	500.00	500.00	1.00	1.00
12	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,500.00	1,500.00	1.00	1.00
13	374206	SEAL RANDOM CRACKS	LS	1	3,000.00	3,000.00	3,000.00	3,000.00
14	377501	SLURRY SEAL (TYPE I)	SY	5,400	1.00	5,400.00	1.44	7,776.00
15	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	5,400	6.40	34,560.00	5.20	28,080.00
		<b>SUBTOTAL (Alternate 1)</b>				<b>45,210.00</b>		<b>38,859.00</b>
		<b>ITEMS 10-15</b>						
ALTERNATE 2 - Warren Road (Limits: STA 1+14 to STA 9+25; See Plan Sheet 2 of 6)			COUNTY'S ESTIMATE			Manhole Adjusting Inc. Pico Rivera, CA 90660-2135		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
16	66102	DUST ABATEMENT	LS	1	100.00	100.00	1.00	1.00
17	74020	WATER POLLUTION CONTROL	LS	1	200.00	200.00	1.00	1.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	600.00	600.00	1.00	1.00
19	374206	SEAL RANDOM CRACKS	LS	1	1,000.00	1,000.00	3,000.00	3,000.00
20	377501	SLURRY SEAL (TYPE I)	SY	2,475	1.00	2,475.00	1.44	3,564.00
21	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	2,475	6.40	15,840.00	5.20	12,870.00
22	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	2,000.00	2,000.00	1,300.00	1,300.00
		<b>SUBTOTAL (Alternate 2)</b>				<b>22,215.00</b>		<b>20,737.00</b>
		<b>ITEMS 16-22</b>						
		<b>PROJECT TOTAL</b>				<b>182,795.00</b>		<b>213,713.00</b>
		<b>ITEMS 1-22</b>						

**Riverside County Transportation Department**

**Summary of Bids**

Advertised: March 15, 2011 (Agenda Item: 3.42)

Addenda: None Issued

Bids Open: 2 pm Date: Wednesday, March 30, 2011

**PROJECT: Lake Skinner Recreation Area Entry Drive  
Borel Road/ Warren Road To Check Stand/ Entry Station  
Paving Rehabilitation Project**

PROJECT No. C1-0619

BASE BID - Park Entry Road (Limits: Warren Road to Check Stand; STA 9+25 to STA 52+32.45, See Plan Sheets 2, 3, 4 and 5)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	1,500.00	1,500.00
2	074020	WATER POLLUTION CONTROL	LS	1	2,500.00	2,500.00	1,000.00	1,000.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	8,600.00	8,600.00	12,000.00	12,000.00
4	374206	SEAL RANDOM CRACKS	LS	1	9,000.00	9,000.00	14,000.00	14,000.00
5	377501	SLURRY SEAL (TYPE I)	SY	12,300	1.17	14,391.00	2.50	30,750.00
6	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	12,300	10.00	123,000.00	12.92	158,916.00
7	566012	ROADWAY SIGNS (2-POST)	LS	1	1,200.00	1,200.00	1,600.00	1,600.00
8	850101	PAVEMENT MARKERS (NON-REFLECTIVE-TYPE AY)	LS	1	1,300.00	1,300.00	700.00	700.00
9	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	6,000.00	6,000.00	4,000.00	4,000.00
		<b>SUBTOTAL (Base Bid)</b>				<b>166,991.00</b>		<b>224,466.00</b>
		<b>ITEMS 1-9</b>						
ALTERNATE 1 - Park Entry Road (Limits: Western Side; STA 1+50 to STA 28+50; See Plan Sheets 3, 4 and 5)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
10	66102	DUST ABATEMENT	LS	1	500.00	500.00	500.00	500.00
11	74020	WATER POLLUTION CONTROL	LS	1	600.00	600.00	1,000.00	1,000.00
12	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,200.00	1,200.00	3,000.00	3,000.00
13	374206	SEAL RANDOM CRACKS	LS	1	4,500.00	4,500.00	10,000.00	10,000.00
14	377501	SLURRY SEAL (TYPE I)	SY	5,400	1.17	6,318.00	2.50	13,500.00
15	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	5,400	5.98	32,292.00	6.00	32,400.00
		<b>SUBTOTAL (Alternate 1)</b>				<b>45,410.00</b>		<b>60,400.00</b>
		<b>ITEMS 10-15</b>						
ALTERNATE 2 - Warren Road (Limits: STA 1+14 to STA 9+25; See Plan Sheet 2 of 6)		2		3				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
16	66102	DUST ABATEMENT	LS	1	300.00	300.00	500.00	500.00
17	74020	WATER POLLUTION CONTROL	LS	1	500.00	500.00	1,000.00	1,000.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,000.00	1,000.00	2,000.00	2,000.00
19	374206	SEAL RANDOM CRACKS	LS	1	2,500.00	2,500.00	5,000.00	5,000.00
20	377501	SLURRY SEAL (TYPE I)	SY	2,475	1.17	2,896.75	2.50	6,187.50
21	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	2,475	5.98	14,800.50	6.00	14,850.00
22	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	1,900.00	1,900.00	2,000.00	2,000.00
		<b>SUBTOTAL (Alternate 2)</b>				<b>23,896.25</b>		<b>31,537.50</b>
		<b>ITEMS 16-22</b>						
		<b>PROJECT TOTAL</b>				<b>236,297.25</b>		<b>316,403.50</b>
		<b>ITEMS 1-22</b>						

## 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 **Manhole Adjusting, Inc.** 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, **Lake Skinner Recreation Area Entry Drive, Borel Road/ Warren Road To Check Stand/ Entry Station, Paving Rehabilitation Project, Project No. C1-0619**, 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 No. **(None)**. (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.

**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/ WARREN ROAD TO CHECK STAND/ ENTRY STATION  
PAVING REHABILITATION PROJECT**

**PROJECT No. C1-0619**

**AGREEMENT**

**BASE BID- Park Entry Road (Limits: Warren Road to Check Stand; STA 9+25 to STA 52+32.45; See Plan Sheets 2, 3, 4, and 5 )**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATEMENT	LS	1	475.00	475.00
2	074020	WATER POLLUTION CONTROL	LS	1	800.00	800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,200.00	5,200.00
4	374206	SEAL RANDOM CRACKS	LS	1	6,300.00	6,300.00
5	377501	SLURRY SEAL (TYPE 1)	SQYD	12,300	1.44	17,712.00
6	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SQYD	12,300	9.50	116,850.00
7	566012	ROADWAY SIGNS (2-POST)	LS	1	900.00	900.00
8	850101	PAVEMENT MARKERS (NON-REFLECTIVE-TYPE AY)	LS	1	600.00	600.00
9	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	5,280.00	5,280.00

SUB-TOTAL: One hundred fifty four thousand one hundred seventeen dollars and zero cents **\$154,117.00**

ITEMS 1-9 "WORDS"

**ALTERNATE 1 – Park Entry Road (Limits: Westerly Side; STA 1+50 to STA 28+50; See Plan Sheets 3, 4 and 5)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
10	066102	DUST ABATEMENT	LS	1	1.00	1.00
11	074020	WATER POLLUTION CONTROL	LS	1	1.00	1.00
12	120100	TRAFFIC CONTROL SYSTEM	LS	1	1.00	1.00
13	374206	SEAL RANDOM CRACKS	LS	1	3,000.00	3,000.00
14	377501	SLURRY SEAL (TYPE 1)	SQYD	5,400	1.44	7,776.00
15	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SQYD	5,400	5.20	28,080.00

SUB-TOTAL: Thirty eight thousand eight hundred fifty nine dollars and zero cents **\$ 38,859.00**

ITEMS 10-15 "WORDS"

**LAKE SKINNER RECREATION AREA ENTRY DRIVE  
BOREL ROAD/ WARREN ROAD TO CHECK STAND/ ENTRY STATION  
PAVING REHABILITATION PROJECT**

**PROJECT No. C1-0619**

**AGREEMENT (Continued)**

**ALTERNATE 2- Warren Road (Limits: STA 1+14 to STA 9+25; See Plan Sheet 2 of 6)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
16	066102	DUST ABATEMENT	LS	1	1.00	1.00
17	074020	WATER POLLUTION CONTROL	LS	1	1.00	1.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	1.00	1.00
19	374206	SEAL RANDOM CRACKS	LS	1	3,000.00	3,000.00
20	377501	SLURRY SEAL (TYPE 1)	SQYD	2,475	1.44	3,564.00
21	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SQYD	2,475	5.20	12,870.00
22	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	1,300.00	1,300.00

SUB-TOTAL: Twenty thousand seven hundred thirty seven dollars and zero cents **\$ 20,737.00**

ITEMS 1-9 "WORDS"

PROJECT TOTAL: Two hundred thirteen thousand seven hundred thirteen dollars and zero cents **\$ 213,713.00**

ITEMS 1-22 "WORDS"

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

COUNTY OF RIVERSIDE

MANHOLE ADJUSTING, INC.

BY \_\_\_\_\_  
Chairman, Board of Supervisors

BY \_\_\_\_\_

Dated \_\_\_\_\_

TITLE: John Corcoran, President  
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

John Velez

BY \_\_\_\_\_  
Deputy

TITLE: John Velez, Project Manager

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

License No. 398443

Federal Employer Identification Number:

95-3548835

FORM APPROVED COUNTY COUNSEL  
BY: MS Victor 4/18/11  
MARSHA L. VICTOR DATE

BY \_\_\_\_\_  
"County"  
(Seal)

Manhole Adjusting Inc.  
"Corporation"  
(Seal)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Los Angeles }

On 4/11/11 before me, Jennifer Kim Tan, Notary Public,  
Date Name and Title of the Officer

personally appeared John Corcoran,  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

*Jennifer Kim Tan*  
 Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) other than named above: \_\_\_\_\_

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

Signer's Name: _____ <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporate Officer - Title(s): <u>President</u> <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____	Signer's Name: _____ <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer - Title(s): _____ <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____
RIGHT THUMBPRINT OF SIGNER Top of thumb here	RIGHT THUMBPRINT OF SIGNER Top of thumb here
Signer is representing: <u>Manhole Adjusting Inc.</u>	Signer is representing: _____

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Los Angeles



On 4/11/11  
Date

before me, Jennifer Kim Tan, Notary Public,  
Name and Title of the Officer

personally appeared Maria Elena Corcoran,  
Name(s) of Signer(s)

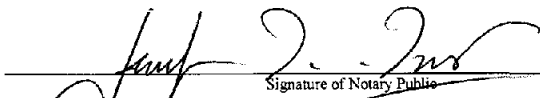
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.



Place Notary Seal Above

  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) other than named above: \_\_\_\_\_

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

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

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

Signer is representing:  
Manhole Adjusting Inc.

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

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

Signer is representing: \_\_\_\_\_

ACTION OF BOARD OF DIRECTORS  
OF  
MANHOLE ADJUSTING CONTRACTORS INC.

The undersigned, being all of the members of the Board of Directors of Manhole Adjusting Contractors Inc., a California corporation, hereby consent to take the actions and adopt the resolutions contained in this document without a meeting:

WHEREAS: It is in the best interest of this corporation to authorize an officer to contract and obligate the corporation in the ordinary course of business.

NOW, THEREFORE, BE IT


RESOLVED: That the following officers be, and they hereby are, authorized to sign contracts and obligations on behalf of this corporation:

John Corcoran                      President  
Maria Elena Corcoran      V.P., Secretary & Treasurer

This consent is executed pursuant to Section 307 (b) of the California Corporations Code and the Bylaws of this Corporation.

Dated: July 20, 1990

  
\_\_\_\_\_  
JOHN CORCORAN

  
\_\_\_\_\_  
MARIA ELENA CORCORAN

**PERFORMANCE BOND**

**Recitals:**

1. **MANHOLE ADJUSTING, INC.** (Contractor) has entered into an Agreement dated \_\_\_\_\_ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Lake Skinner Recreation Area Entry Drive, Borel Road/ Warren Road To Check Stand/ Entry Station, Paving Rehabilitation Project, Project No. C1-0619**
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 \$ **213,713.00 (Two hundred thirteen thousand seven hundred thirteen 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 **MANHOLE ADJUSTING, INC.**, as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ **213,713.00 (Two hundred thirteen thousand seven hundred thirteen 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 **Lake Skinner Recreation Area Entry Drive, Borel Road/ Warren Road To Check Stand/ Entry Station, Paving Rehabilitation Project, Project No. C1-0619**

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 acknowledged. (Attach acknowledgements).**

**PERFORMANCE BOND**

**Recitals:**

1. **MANHOLE ADJUSTING, INC.** (Contractor) has entered into an Agreement dated \_\_\_\_\_ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Lake Skinner Recreation Area Entry Drive, Borel Road/ Warren Road To Check Stand/ Entry Station, Paying Rehabilitation Project, Project No. C1-0619**
2. Fidelity and Deposit Company of Maryland, a Maryland 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 **\$ 213,713.00 (Two hundred thirteen thousand seven hundred thirteen 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 April 7, 2011  
MANHOLE ADJUSTING INC.

By [Signature]  
President

By [Signature]

Title Vice President  
"Contractor"

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature]

Type Name Rhonda C. Abel  
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).**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On APR 07 2011 before me, Jeri Apodaca, Notary Public  
(Here insert name and title of the officer)

personally appeared Rhonda C. Abel

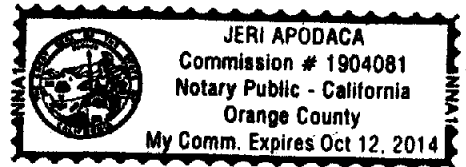
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Jeri Apodaca  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>	
_____ <small>(Title or description of attached document)</small>	
_____ <small>(Title or description of attached document continued)</small>	
Number of Pages _____	Document Date _____
_____ <small>(Additional information)</small>	

<b>CAPACITY CLAIMED BY THE SIGNER</b>	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
	_____ <small>(Title)</small>
<input type="checkbox"/> Partner(s)	
<input checked="" type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> 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.

## Company Profile

### FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1  
SCHUAMBURG, IL 60196-1056  
800-382-2150

#### 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?

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#### Reference Information

NAIC #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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

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#### Company Complaint Information

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

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[Financial Rating Organizations](#)

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EXECUTED IN FIVE COUNTERPARTS

Bond No. 08911867

Premium included in charge  
for Performance Bond

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **MANHOLE ADJUSTING, INC.**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, 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 **\$213,713.00 (Two hundred thirteen thousand seven hundred thirteen 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 **Lake Skinner Recreation Area Entry Drive, Borel Road/ Warren Road To Check Stand/ Entry Station, Paving Rehabilitation Project, Project No. C1-0619**

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: April 7, 2011

MANHOLE ADJUSTING INC.  
Original Contractor - Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety

By \_\_\_\_\_

By Rhonda C. Abel  
Its Attorney In Fact  
Rhonda C. Abel

Title President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

SEE ATTACHED NOTARY ACKNOWLEDGMENT

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/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 acknowledged. (Attach acknowledgements).**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On APR 07 2011 before me, Jeri Apodaca, Notary Public  
(Here insert name and title of the officer)

personally appeared Rhonda C. Abel

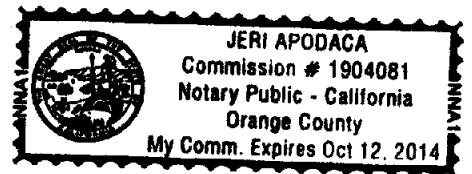
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Jeri Apodaca  
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

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  - ❖ 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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Los Angeles



On 4/11/11  
Date

before me, Jennifer Kim Tan, Notary Public,  
Name and Title of the Officer

personally appeared John Corcoran,  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

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### Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) other than named above: \_\_\_\_\_

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

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

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

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

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

Signer is representing:  
Manhole Adjusting Inc.

Signer is representing: \_\_\_\_\_

**Company Profile****FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

1400 AMERICAN LANE, 19TH FLOOR TOWER 1  
 SCHUAMBURG, IL 60196-1056  
 800-382-2150

**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 #:	39306
NAIC Group #:	<u>0212</u>
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

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

**Company Complaint Information**

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

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[Financial Rating Organizations](#)

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**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

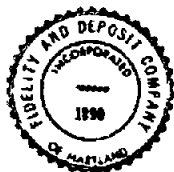
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and L. L. GOUCHER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Rhonda C. ABEL, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Rhonda C. ABEL, dated September 14, 2002.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of March, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*L. L. Goucher*

L. L. Goucher

Assistant Secretary

By:

*Paul C. Rogers*

Paul C. Rogers

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 19th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and L. L. GOUCHER, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Sandra Lynn Mooney*

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

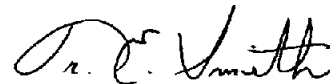
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this \_\_\_\_\_ day of APR 07 2011, \_\_\_\_\_.



*Assistant Secretary*