

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

8/17



FORM APPROVED COUNTY COUNSEL
DATE 3/25/16
BY: GREGORY P. PRIAMOS

FROM: Parks Department

SUBMITTAL DATE:
February 23, 2016

SUBJECT: Accept the Low Bid and Award the Contract for the Drilling, Construction and Connection of a New Water Well and Related Facilities At Mayflower Park, Blythe, California; District 4: [District CIP Fund 33100, \$287,984]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of AZCA Drilling and Pump Inc. of Ehrenberg, Arizona in the amount of \$287,983.50; and
2. Approve and award the contract to AZCA Drilling and Pump Inc. and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND:

Summary

(Continued on page 2)

Departmental Concurrence


Scott Bangle
Parks Director

2016-006S

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 287,984	\$ 0	\$ 287,984	\$ 0	Consent <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: District CIP 33100 Fund Balance (287,984) **Budget Adjustment:** NO
For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:



MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 08/18/15 M.O.#13-1C District: 4 Agenda Number:

COUNTY

13-1

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Accept the Low Bid and Award the Contract for the Drilling, Construction and Connection of a New Water Well and Related Facilities At Mayflower Park, Blythe, California; District 4: [District CIP Fund 33100, \$287,984]

DATE: February 23, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

On December 8, 2015, by Minute Order 13-1C, the Board of Supervisors authorized the Clerk of the Board to advertise for bids for the Drilling, Construction and Connection of a New Water Well and Related Facilities At Mayflower Park, Blythe, California. The project will replace a failing water well and support system to provide a potable and dependable water source for the park. The project was advertised in the Palo Verde Valley Times and the ACR Reprographics "Plan Well Room." One addendum was issued to answer questions posed by potential bidders in accordance with County standard procedures.

A mandatory on-site pre-bid meeting was scheduled for January 6, 2016 with the bid opening scheduled January 14, 2016. Five potential contractors attended the pre-bid meeting. The attendees ranged from local (Blythe area) contractors to contractors from northern California. Three potential contractors submitted bids. AZCA Drilling and Pump Inc. (a Blythe area contractor) submitted the low bid in the amount of \$287,983.50 for the work outlined on the plans and in the specifications. The Parks Department has reviewed the bid and recommend that the Board award the Construction Contract to AZCA.

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

County Counsel has reviewed the Construction Contract with exhibits and has approved them as to form.

Impact on Citizens and Businesses

The existing well has begun to fail and can no longer provide a dependable water supply to the park. The new system will replace the existing well and filter system. It will utilize existing storage facilities and plumbing. The project will provide potable and clear water to the park users as well as a sufficient water supply to meet the daily demands of the park and provide fire protection, providing a safer environment for park guests.

SUPPLEMENTAL:

Additional Fiscal Information

The Parks Department has already budgeted to utilize the existing fund balance in District CIP Fund 33100 to cover construction costs for the project.

CEQA Compliance

On December 8, 2015, by Minute Order 13-1C, the Board of Supervisors adopted a Notice of Exemption for this project. Nothing further is required because the award of this contract and the work to be completed is within the scope of what was analyzed in the previously adopted Notice of Exemption by this Board.

Contract History and Price Reasonableness

The construction award is for a total dollar amount of two hundred eighty-seven thousand, nine hundred, eighty-three and 50/100 cents (\$287,983.50), which includes a five percent project contingency. The engineer's estimate for the proposed work was approximately three hundred and fifty thousand dollars. The proposed bid was approximately seventeen percent (17%) below the engineer's estimate. The Parks Department believes this cost to be within industry standard and an acceptable cost for the proposed work.

Attachments:

Construction Contract and Exhibits



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2016

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

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

PRODUCER Farmer Woods Group 919 North 1st Street Phoenix AZ 85004		CONTACT NAME: Kristin Humphreys PHONE (A/C, No, Ext): (602) 264-0566 FAX (A/C, No): (602) 277-4706 E-MAIL ADDRESS: kristin-humphreys@leavitt.com	
INSURED AZCA Drilling & Pump, Inc PO Box 570 Ehrenberg AZ 85334		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co NAIC # 21415 INSURER B: Argonaut Insurance Company NAIC # A19801 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15/16 as of 12/7/15 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D39953	12/7/2015	08/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5E39953	12/7/2015	08/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5J39953	12/7/2015	08/19/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC927938363444	8/19/2015	8/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Mayflower Park Boat Launch & Related Facilities Improvements
Riverside County Parks Department, its agents, the County of Riverside, its agents and the State of California Department of Parks and Recreation, its agent as additional Insurance as required in a written contract per form CG7174.3 10/13 attached.

CERTIFICATE HOLDER Riverside County Parks Department 4600 Crestmore Rd Jurupa Valley, CA 92509	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K Humphreys/CINH <i>Kristin Humphreys</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

**CONSTRUCTION AGREEMENT
FOR THE
DRILLING, CONSTRUCTION AND CONNECTION OF A NEW WATER WELL AND RELATED
FACILITIES
AT
MAYFLOWER PARK**

This Construction Contract is entered into at Riverside, California on _____, and is between the **County of Riverside on behalf of its Parks Department**, a political subdivision of the State of California, thereafter called "**COUNTY**" and **AZCA Drilling and Pump Inc.**, an Arizona, Corporation, hereinafter called "**CONTRACTOR**".

1. **CONTRACTOR** has submitted to **COUNTY** its bid for **the DRILLING CONSTRUCTION AND CONNECTION OF A NEW WATER WELL AND RELATED FACILITIES AT MAYFLOWER PARK, BLYTHE, CALIFORNIA**" hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and **COUNTY** has accepted said bid.
2. **CONTRACTOR** has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
 - a. This Construction Contract;
 - b. The Notice Inviting Bids for the Request for Bids for the Drilling Construction And Connection Of A New Water Well And Related Facilities At Mayflower Park, Blythe, California"
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Drilling Construction And Connection Of A New Water Well And Related Facilities At Mayflower Park, Blythe, California"
 - d. All applicable County, State and Federal requirements for the project;
 - e. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - f. Any change orders issued for the project;
 - g. Any additional or supplemental specifications or drawings issued for the project; and
 - h. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: **CONTRACTOR** shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the **COUNTY**.
5. Compensation: **CONTRACTOR** shall be paid the following total amount in the manner set forth in the Contract Documents:

\$287,983.50

(In Figures)

TWO HUNDRED EIGHTY-SEVEN THOUSAND, NINE HUNDRED EIGHTY-THREE Dollars and FIFTY Cents

(In Words)

(REVISED)

BASE BID

Provide base bid scope in accordance with the Contract Documents for the Project for the lump sum price indicated below:

BASE BID: Drilling, Construction and Connection of a New Water Well and Related Facilities Improvements at Mayflower Park, Blythe, California

Item	Item Description	Unit	Est. Qty	Unit Cost	Cost
1	MOBILIZATION: Bonds, Insurance, Project Schedule, Submittals and Permits. (Not-to-exceed 5% of Items 2 through 6).	L.S.	1	-----	\$ 27,500.00
2	WELL CONSTRUCTION:				
2-a	Drill 26" Dia. Conductor Borehole .	L.F.	50	\$120.00	\$ 6,000.00
2-b	Furnish & install 20" O.D. low carbon steel Conductor Casing, 3/16" wall, with centralizers & cement grouting.	L.F.	50	-----	\$ 4,500.00
2-c	Drill 16" Dia. Borehole, incl. geological logging and analyses by Hydrogeologist.	L.F.	300	\$160.00	\$ 48,000.00
2-e	Furnish & Install 8" I.D. 304L stainless steel blank Well Casing, 3/16" wall, Incl. end cap and centralizers (3 segments, per plans).	L.F.	140	\$143.00	\$ 20,020.00
2-f	Furnish & Install 8" I.D. Roscoe Moss, 304L stainless steel Ful-Flo Louvered Casing, 3/16" wall, 0.06" slot width.	L.F.	200	\$182.00	\$ 36,400.00
2-g	Furnish & Install all accessory tubings, per Plans and Specs.	L.S.	1	-----	\$ 7,500.00
2-h	Furnish and install TACNA ¼" x 16 gradation Gravel Pack envelope material in casing borehole annulus, Per Plan.	L.F.	1	-----	\$ 7,000.00
2-i	Furnish & Install Annular Cement Grout.	L.F.	40	-----	\$ 2,400.00
2-j	Furnish & Install Annular (Plaster) Sand.	L.F.	5	-----	\$ 500.00
2-k	Perform two stages of Well Development by mechanical procedures including swabbing and airlifting, Incl. initial sand content testing.	HRS	60	\$125.00	\$ 7,500.00

2-l	Video CCTV, (Incl. media and report).	L.S.	1	-----	\$ 2,000.00
2-m	Perform Pumping Development, Incl. step-drawdown test, and sand content testing.	HRS	60	\$125.00	\$ 7,500.00
2-n	Perform Constant-rate Discharge Test by pumping, Incl. post-test recovery and determination of well capacity (yield), Incl. final sand content testing.	HRS	8	\$125.00	\$ 1,000.00
2-o	Perform well disinfection.	L.S.	1	-----	\$ 1,000.00
2-p	Perform Title 22 Bacteriological and Water Quality Testing, per Specs.	L.S.	1	-----	\$ 8,400.00
3	WELL EQUIPMENT:				
3-a	Remove, clean, inspect, test, Existing Pump in existing Well #2.	L.S.	1	-----	\$ 5,000.00
3-b	Reinstall Pump in new well, with new SDR 17 PVC (ASTM F480/NSF61) pipe column & new cables; And connect pump to existing power source and control panels. Program and test system to pre-existing settings.	L.S.	1	-----	\$ 18,000.00
3-c	Install Casing top cap & construct 8'x8'x6" reinforced concrete Wellhead Slab.	L.S.	1	-----	\$ 3,750.00
3-d	Install Surface Appurtenances to achieve complete connection between the new well discharge pipe and existing pressure tank, per Section 14 of the Technical Specs. Appurtenances to include check valve, gate valve, sample spigot, disinfection pipe, flow meter, air-relief vent and an approved backflow prevention assembly, reducer and cathodic protection gaskets. Any portions of pipes conflicting with fencing gates/paved surfaces shall be installed underground, with minimum 36" cover.	L.S.	1	-----	\$ 22,500.00
4	WELL ABANDONMENT:				
4-a	Furnish and install suitable gravel pack to completely fill existing Well # 2, to 20-feet below ground surface.	L.F.	400	-----	\$ 5,000.00
4-b	Furnish & Install cement seal grout, per specs, from top of gravel pack to ground (flush with top of existing concrete slab).	L.F.	20	-----	\$ 1,300.00
5	EXISTING PRESSURE TANK & WATER DISTRIBUTION SYS. CLEANING:				
5-a	Empty, clean, flush and disinfect the existing Water Pressure Tank.	L.S.	1	-----	\$ 7,500.00
5-b	Service, clean or replace Filter Media for the two (2) existing Yardney Filters.	L.S.	1	-----	\$ 10,000.00

5-c	Super-chlorinate and disinfect the entire water storage and distribution system.	L.S.	1	-----	\$ 8,000.00
5-d	Perform bacteriological testing on the water storage and distribution system, per Specs.	L.S.	1	-----	\$ 2,000.00
6	DEMobilization: Incl. final cleaning and Wells Reports (5% of Items 2 through 6).	L.S.	1	-----	\$ 4,000.00
SUB-TOTAL OF ITEMS 1 THROUGH 6					\$ 274,270.00
					(In Figures)
Two Hundred Seventy-Four Thousand, Two Hundred Seventy Dollars and No Cents					
(In Words)					
5% CONTINGENCY:					\$ 13,713.50
Thirteen Thousand, Seven Hundred Thirteen Dollars and Fifty Cents					(In Figures)
(In Words)					
GRAND TOTAL BID (INCLUDING CONTINGENCY):					\$ 287,983.50
Two Hundred Eighty Seven Thousand, Nine Hundred Eighty-Three Dollars and Fifty Cents					(In Figures)
(In Words)					

NOTE: Lowest responsive/responsible bidder will be based on the Grand Total Bid amount. Once lowest responsive/responsible bidder is determined and approved, COUNTY will determine which, if any, additive alternate will be accepted and included in the Agreement.

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SIGNATURES NEXT PAGE

The parties have executed this agreement as of the date set forth on Page 1 of this Construction Contract.

CONTRACTOR:

COMPANY NAME: **AZCA Drilling and Pump Inc., Ehrenberg, AZ**

BY: _____

NAME: **Larry P. Siddall**

TITLE: **President**

OWNER:

**COUNTY OF RIVERSIDE,
ON BEHALF OF ITS
PARKS DEPARTMENT**

APPROVED AS TO FORM:

**Gregory P. Priamos
County Counsel**

By: _____

John Benoit Chairman
Board of Supervisors

By:

Synthia M. Gunzel
Deputy County Counsel

DATE: _____

DATE: 2-24-16

**ATTEST:
CLERK OF THE BOARD
KECIA HARPER-IHEM**

By: _____

Deputy

DRILLING, CONSTRUCTION AND CONNECTION OF A NEW WATER WELL AND RELATED FACILITIES AT MAYFLOWER PARK
COUNTY OF RIVERSIDE PARKS DEPARTMENT

Bond Number: 4395655
Premium: Included in Performance Bond.

Executed in Triplicate


PAYMENT BOND


The makers of this bond are **AZCA Drilling and Pump Incorporated, an Arizona Corporation,** as Principal and **CONTRACTOR,** and **SureTec Insurance Company** a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated _____, between Principal and the **County of Riverside, on behalf of its Parks Department,** hereafter called "**COUNTY**", for the total amount payable pursuant to the contract. Two Hundred Eighty-Seven Thousand Nine Hundred Eighty-Three and 50/100 Dollars (\$287,983.50) THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT (100%) OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the consisting of the **Drilling Construction and Connection of a New Water Well and Related Facilities at Mayflower Park, Blythe, California.** The beneficiaries of this bond are as stated in Section 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY
SureTec Insurance Company

CONTRACTOR
AZCA Drilling & Pump, Inc.

BY: 
NAME: John J. Daley
TITLE: Attorney-in-Fact
DATE: February 10, 2016

BY: 
NAME: Larry J. Siddall
TITLE: President
DATE: February 10, 2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

On February 10, 2016 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or 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.



Place Notary Seal Above

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 *L. Byas-Barnett*
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 Bond Number 4395655

Document Date: February 10, 2016 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
 Individual
 Corporate Officer - Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



Signer Is Representing: _____
Sure Tec Insurance
Company

Signer's Name: Larry J. Siddall
 Individual
 Corporate Officer - Title(s): President
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



Signer Is Representing: _____
AZCA Drilling & Pump, Inc

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin, L. B. Barnett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2013

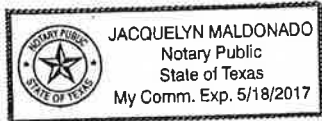
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas SS:
County of Harris

On this 13th day of December, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of February, 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

DRILLING, CONSTRUCTION AND CONNECTION OF A NEW WATER WELL AND RELATED FACILITIES AT MAYFLOWER PARK
COUNTY OF RIVERSIDE PARKS DEPARTMENT

Bond Number: 4395655
Premium: \$5,320.00
Based on Total Contract Amount.

Executed in Triplicate

PERFORMANCE BOND

The makers of this bond, **AZCA Drilling and Pump an Arizona Corporation**, as Principal and CONTRACTOR, and **SureTec Insurance Company**, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **County of Riverside, on behalf of its Parks Department**, hereafter called "COUNTY", in the sum of Two Hundred Eighty-Seven Thousand Nine Hundred Eighty Three and 50/100 Dollars (\$287,983.50) (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that the Principal entered into a certain contract with COUNTY dated _____, for the public work generally consisting of the **Construction Improvements to the Drilling Construction and Connection of a New Water Well and Related Facilities at Mayflower Park, Blythe, California** in accordance with the Contract Documents.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by County, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made to void this obligation, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, and change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

SureTec Insurance Company

AZCA Drilling & Pump, Inc.

BY: 

BY: 

NAME: John J. Daley

NAME: Larry J. Siddall

TITLE: Attorney-in-Fact

TITLE: President

DATE: February 10, 2016

DATE: February 10, 2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

On February 10, 2016 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or Signer(s)

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

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bond Number 4395655

Document Date: February 10, 2016 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
 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's Name: Larry J. Siddall
 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 Is Representing: _____
SureTec Insurance
 Company

Signer Is Representing: _____
AZCA Drilling & Pump, Inc

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin, L. B. Barnett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2013

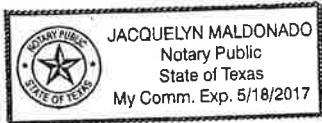
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 13th day of December, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of February, 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**CONSTRUCTION AGREEMENT
FOR THE
DRILLING, CONSTRUCTION AND CONNECTION OF A NEW WATER WELL AND RELATED
FACILITIES
AT
MAYFLOWER PARK**

This Construction Contract is entered into at Riverside, California on _____, and is between the **County of Riverside on behalf of its Parks Department**, a political subdivision of the State of California, thereafter called "**COUNTY**" and **AZCA Drilling and Pump Inc.**, an Arizona, Corporation, hereinafter called "**CONTRACTOR**".

1. **CONTRACTOR** has submitted to **COUNTY** its bid for **the DRILLING CONSTRUCTION AND CONNECTION OF A NEW WATER WELL AND RELATED FACILITIES AT MAYFLOWER PARK, BLYTHE, CALIFORNIA**" hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and **COUNTY** has accepted said bid.
2. **CONTRACTOR** has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
 - a. This Construction Contract;
 - b. The Notice Inviting Bids for the Request for Bids for the Drilling Construction And Connection Of A New Water Well And Related Facilities At Mayflower Park, Blythe, California"
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Drilling Construction And Connection Of A New Water Well And Related Facilities At Mayflower Park, Blythe, California"
 - d. All applicable County, State and Federal requirements for the project;
 - e. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - f. Any change orders issued for the project;
 - g. Any additional or supplemental specifications or drawings issued for the project; and
 - h. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: **CONTRACTOR** shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the **COUNTY**.
5. Compensation: **CONTRACTOR** shall be paid the following total amount in the manner set forth in the Contract Documents:

\$287,983.50

(In Figures)

**TWO HUNDRED EIGHTY-SEVEN THOUSAND, NINE HUNDRED EIGHTY-THREE Dollars
and FIFTY Cents**

(In Words)

(REVISED)

BASE BID

Provide base bid scope in accordance with the Contract Documents for the Project for the lump sum price indicated below:

BASE BID: Drilling, Construction and Connection of a New Water Well and Related Facilities Improvements at Mayflower Park, Blythe, California

Item	Item Description	Unit	Est. Qty	Unit Cost	Cost
1	MOBILIZATION: Bonds, Insurance, Project Schedule, Submittals and Permits. (Not-to-exceed 5% of Items 2 through 6).	L.S.	1	-----	\$ 27,500.00
2	WELL CONSTRUCTION:				
2-a	Drill 26" Dia. Conductor Borehole .	L.F.	50	\$120.00	\$ 6,000.00
2-b	Furnish & install 20" O.D. low carbon steel Conductor Casing, 3/16" wall, with centralizers & cement grouting.	L.F.	50	-----	\$ 4,500.00
2-c	Drill 16" Dia. Borehole, incl. geological logging and analyses by Hydrogeologist.	L.F.	300	\$160.00	\$ 48,000.00
2-e	Furnish & Install 8" I.D. 304L stainless steel blank Well Casing, 3/16" wall, Incl. end cap and centralizers (3 segments, per plans).	L.F.	140	\$143.00	\$ 20,020.00
2-f	Furnish & Install 8" I.D. Roscoe Moss, 304L stainless steel Ful-Flo Louvered Casing, 3/16" wall, 0.06" slot width.	L.F.	200	\$182.00	\$ 36,400.00
2-g	Furnish & Install all accessory tubings, per Plans and Specs.	L.S.	1	-----	\$ 7,500.00
2-h	Furnish and install TACNA ¼" x 16 gradation Gravel Pack envelope material in casing borehole annulus, Per Plan.	L.F.	1	-----	\$ 7,000.00
2-i	Furnish & Install Annular Cement Grout.	L.F.	40	-----	\$ 2,400.00
2-j	Furnish & Install Annular (Plaster) Sand.	L.F.	5	-----	\$ 500.00
2-k	Perform two stages of Well Development by mechanical procedures including swabbing and airlifting, Incl. initial sand content testing.	HRS	60	\$125.00	\$ 7,500.00

2-l	Video CCTV, (Incl. media and report).	L.S.	1	----	\$ 2,000.00
2-m	Perform Pumping Development, Incl. step-drawdown test, and sand content testing.	HRS	60	\$125.00	\$ 7,500.00
2-n	Perform Constant-rate Discharge Test by pumping, Incl. post-test recovery and determination of well capacity (yield), Incl. final sand content testing.	HRS	8	\$125.00	\$ 1,000.00
2-o	Perform well disinfection.	L.S.	1	-----	\$ 1,000.00
2-p	Perform Title 22 Bacteriological and Water Quality Testing, per Specs.	L.S.	1	-----	\$ 8,400.00
3	WELL EQUIPMENT:				
3-a	Remove, clean, inspect, test, Existing Pump in existing Well #2.	L.S.	1	-----	\$ 5,000.00
3-b	Reinstall Pump in new well, with new SDR 17 PVC (ASTM F480/NSF61) pipe column & new cables; And connect pump to existing power source and control panels. Program and test system to pre-existing settings.	L.S.	1	-----	\$ 18,000.00
3-c	Install Casing top cap & construct 8'x8'x6" reinforced concrete Wellhead Slab.	L.S.	1	-----	\$ 3,750.00
3-d	Install Surface Appurtenances to achieve complete connection between the new well discharge pipe and existing pressure tank, per Section 14 of the Technical Specs. Appurtenances to include check valve, gate valve, sample spigot, disinfection pipe, flow meter, air-relief vent and an approved backflow prevention assembly, reducer and cathodic protection gaskets. Any portions of pipes conflicting with fencing gates/paved surfaces shall be installed underground, with minimum 36" cover.	L.S.	1	-----	\$ 22,500.00
4	WELL ABANDONMENT:				
4-a	Furnish and install suitable gravel pack to completely fill existing Well # 2, to 20-feet below ground surface.	L.F.	400	-----	\$ 5,000.00
4-b	Furnish & Install cement seal grout, per specs, from top of gravel pack to ground (flush with top of existing concrete slab).	L.F.	20	-----	\$ 1,300.00
5	EXISTING PRESSURE TANK & WATER DISTRIBUTION SYS. CLEANING:				
5-a	Empty, clean, flush and disinfect the existing Water Pressure Tank.	L.S.	1	-----	\$ 7,500.00
5-b	Service, clean or replace Filter Media for the two (2) existing Yardney Filters.	L.S.	1	-----	\$ 10,000.00

5-c	Super-chlorinate and disinfect the entire water storage and distribution system.	L.S.	1	----	\$ 8,000.00
5-d	Perform bacteriological testing on the water storage and distribution system, per Specs.	L.S.	1	-----	\$ 2,000.00
6	DEMobilization: Incl. final cleaning and Wells Reports (5% of Items 2 through 6).	L.S.	1	-----	\$ 4,000.00
SUB-TOTAL OF ITEMS 1 THROUGH 6					\$ 274,270.00
					(In Figures)
Two Hundred Seventy-Four Thousand, Two Hundred Seventy Dollars and No Cents					
(In Words)					
5% CONTINGENCY:					\$ 13,713.50
Thirteen Thousand, Seven Hundred Thirteen Dollars and Fifty Cents					(In Figures)
(In Words)					
GRAND TOTAL BID (INCLUDING CONTINGENCY):					\$ 287,983.50
Two Hundred Eighty Seven Thousand, Nine Hundred Eighty-Three Dollars and Fifty Cents					(In Figures)
(In Words)					

NOTE: Lowest responsive/responsible bidder will be based on the Grand Total Bid amount. Once lowest responsive/responsible bidder is determined and approved, COUNTY will determine which, if any, additive alternate will be accepted and included in the Agreement.

//
//
//

SIGNATURES NEXT PAGE

The parties have executed this agreement as of the date set forth on Page 1 of this Construction Contract.

CONTRACTOR:

COMPANY NAME: **AZCA Drilling and Pump Inc., Ehrenberg, AZ**

BY: _____

NAME: **Larry P. Siddall**

TITLE: **President**

OWNER:

**COUNTY OF RIVERSIDE,
ON BEHALF OF ITS
PARKS DEPARTMENT**

APPROVED AS TO FORM:

**Gregory P. Priamos
County Counsel**

By: _____

John Benoit Chairman
Board of Supervisors

By: _____

Synthia M. Gunzel
Deputy County Counsel

DATE: _____

DATE: 2-24-16

**ATTEST:
CLERK OF THE BOARD
KECIA HARPER-IHEM**

By: _____

Deputy

DRILLING, CONSTRUCTION AND CONNECTION OF A NEW WATER WELL AND RELATED FACILITIES AT MAYFLOWER PARK
COUNTY OF RIVERSIDE PARKS DEPARTMENT

Bond Number: 4395655
Premium: Included in Performance Bond.

Executed in Triplicate

PAYMENT BOND

The makers of this bond are **AZCA Drilling and Pump Incorporated, an Arizona Corporation,** as Principal and **CONTRACTOR,** and **SureTec Insurance Company** a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated _____, between Principal and the **County of Riverside, on behalf of its Parks Department,** hereafter called "**COUNTY**", for the total amount payable pursuant to the contract. Two Hundred Eighty-Seven Thousand Nine Hundred Eighty-Three and 50/100 Dollars (\$287,983.50) THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT (100%) OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the consisting of the **Drilling Construction and Connection of a New Water Well and Related Facilities at Mayflower Park, Blythe, California.** The beneficiaries of this bond are as stated in Section 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

SureTec Insurance Company

CONTRACTOR

AZCA Drilling & Pump, Inc.

BY: 

BY: 

NAME: John J. Daley

NAME: Larry J. Siddall

TITLE: Attorney-in-Fact

TITLE: President

DATE: February 10, 2016

DATE: February 10, 2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

On February 10, 2016 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or Signer(s)

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



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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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 Bond Number 4395655

Document Date: February 10, 2016 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
 Individual
 Corporate Officer --Title(s): _____
Partner Limited General
 Attorney in Fact
Trustee
 Guardian or Conservator
Other: _____



Signer Is Representing: _____
Sure Tec Insurance
Company

Signer's Name: Larry J. Siddall
 Individual
 Corporate Officer --Title(s): President
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



Signer Is Representing: _____
AZCA Drilling & Pump

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin, L. B. Barnett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2013

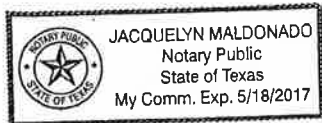
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 13th day of December, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

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M. Brent Beaty, Assistant Secretary

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The condition of this obligation is such that the Principal entered into a certain contract with **COUNTY** dated _____, for the public work generally consisting of **the Construction Improvements to the Drilling Construction and Connection of a New Water Well and Related Facilities at Mayflower Park, Blythe, California** in accordance with the Contract Documents.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by County, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made to void this obligation, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, and change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

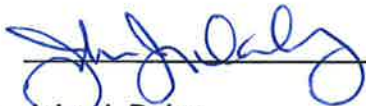
SURETY

CONTRACTOR

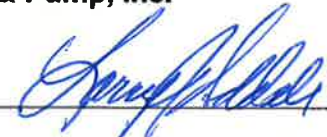
SureTec Insurance Company

AZCA Drilling & Pump, Inc.

BY:



BY:



NAME:

John J. Daley

NAME:

Larry J. Siddall

TITLE:

Attorney-in-Fact

TITLE:

President

DATE:

February 10, 2016

DATE:

February 10, 2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

On February 10, 2016 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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 Bond Number 4395655

Document Date: February 10, 2016 Number of Pages: One (01)

Signer(s) Other than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
 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: _____
SureTec Insurance
Company

Signer's Name: Larry J. Siddall
 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 Is Representing: _____
AZCA Drilling & Pump

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin, L. B. Barnett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2013

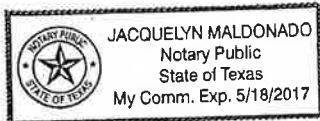
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 13th day of December, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of February, 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.