

**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:jrj:rr

(Continued On Attached Page)

FINANCIAL DATA	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

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 3, 2011

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.50

FORM APPROVED COUNTY COUNSEL
DATE 4/19/11
BY: MARSHAL VICTOR

Departmental Concurrence

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

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).

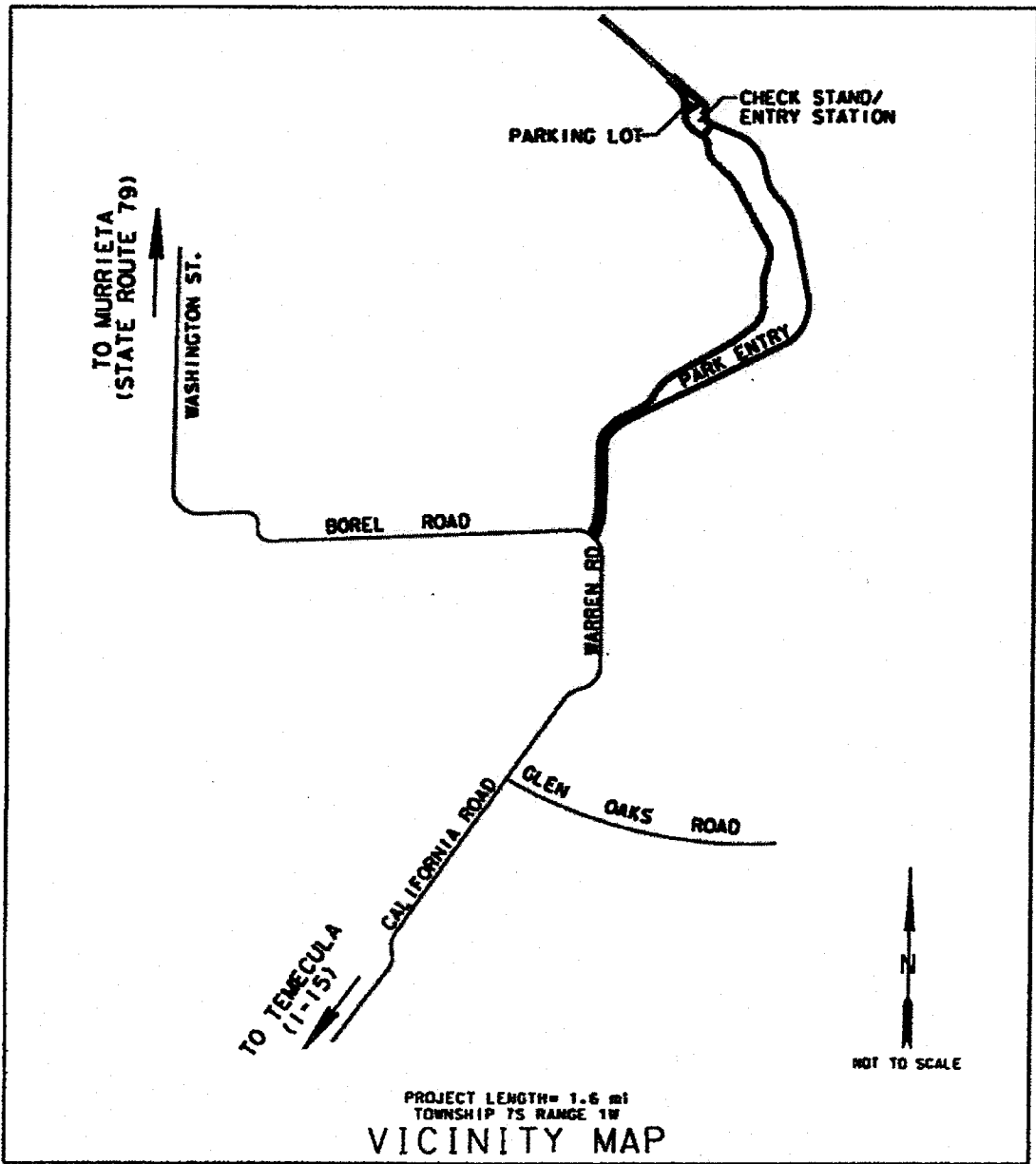
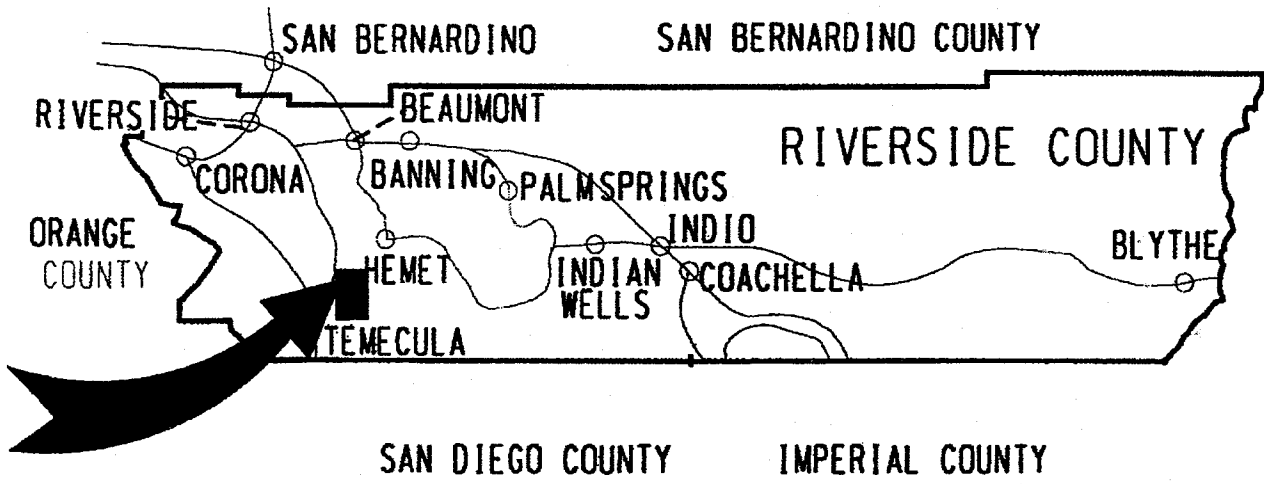
Alternate 2: Pavement rehabilitation of 811-feet of Warren Road.

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



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 ESTIMATE
1	066102	DUST ABATEMENT	LS	1	650.00	650.00	475.00
2	074020	WATER POLLUTION CONTROL	LS	1	1,300.00	1,300.00	800.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	3,900.00	3,900.00	5,200.00
4	374206	SEAL RANDOM CRACKS	LS	1	6,500.00	6,500.00	6,300.00
5	377501	SLURRY SEAL (TYPE I)	SY	12,300	1.00	12,300.00	17,712.00
6	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	12,300	6.40	78,720.00	116,850.00
7	566012	ROADWAY SIGNS (2-POST)	LS	1	2,000.00	2,000.00	900.00
8	850101	PAVEMENT MARKERS (NON-REFLECTIVE-TYPE AY)	LS	1	2,000.00	2,000.00	600.00
9	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	8,000.00	8,000.00	5,280.00
SUBTOTAL (Base Bid)						115,370.00	154,117.00
ITEMS 1-9							
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 ESTIMATE
10	66102	DUST ABATEMENT	LS	1	250.00	250.00	1.00
11	74020	WATER POLLUTION CONTROL	LS	1	500.00	500.00	1.00
12	120100	TRAFFIC CONTROL SYSTEM	LS	1	1,500.00	1,500.00	1.00
13	374206	SEAL RANDOM CRACKS	LS	1	3,000.00	3,000.00	3,000.00
14	377501	SLURRY SEAL (TYPE I)	SY	5,400	1.00	5,400.00	7,776.00
15	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	5,400	6.40	34,560.00	28,080.00
SUBTOTAL (Alternate 1)						45,210.00	38,859.00
ITEMS 10-15							
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 ESTIMATE
16	66102	DUST ABATEMENT	LS	1	100.00	100.00	1.00
17	74020	WATER POLLUTION CONTROL	LS	1	200.00	200.00	1.00
18	120100	TRAFFIC CONTROL SYSTEM	LS	1	600.00	600.00	1.00
19	374206	SEAL RANDOM CRACKS	LS	1	1,000.00	1,000.00	3,000.00
20	377501	SLURRY SEAL (TYPE I)	SY	2,475	1.00	2,475.00	3,564.00
21	390138	ASPHALT-RUBBER SEAL COAT (3/8" MAXIMUM)	SY	2,475	6.40	15,840.00	12,870.00
22	840515A	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS	LS	1	2,000.00	2,000.00	1,300.00
SUBTOTAL (Alternate 2)						22,215.00	20,737.00
ITEMS 16-22							
PROJECT TOTAL						182,795.00	213,713.00
ITEMS 1-22							

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)		All American Asphalt Corona, CA 92878-2229		Wheeler Paving, Inc. Riverside, CA 92509				
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
SUBTOTAL (Base Bid)						166,991.00		224,466.00
ITEMS 1-9								
ALTERNATE 1 - Park Entry Road (Limits: Westerly Side; STA 1+50 to STA 28+50; See Plan Sheets 3, 4 and 5)		All American Asphalt Corona, CA 92878-2229		Wheeler Paving, Inc. Riverside, CA 92509				
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
SUBTOTAL (Alternate 1)						45,410.00		60,400.00
ITEMS 10-15								
ALTERNATE 2 - Warren Road (Limits: STA 1+14 to STA 9+25; See Plan Sheet 2 of 6)		All American Asphalt Corona, CA 92878-2229		Wheeler Paving, Inc. Riverside, CA 92509				
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	2,895.75	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
SUBTOTAL (Alternate 2)						23,896.25		31,537.50
ITEMS 16-22								
PROJECT TOTAL						236,297.25		316,403.50
ITEMS 1-22								

ORIGINAL

CONTRACTOR'S PROPOSAL

TO: COUNTY OF RIVERSIDE

DATE: 3-29-11

hereafter called "County":

BIDDER: MANHOLE ADJUSTING INC.
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of LAKE SKINNER RECREATION AREA ENTRY DRIVE, BOREL ROAD/WARREN ROAD TO CHECK STAND/ENTRY STATION, PAVING REHABILITATION PROJECT, PROJECT No. C1-0619 hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. NONE for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with County:

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

Clerk of the Board

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

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

PAVING REHABILITATION PROJECT

PROJECT No. C1-0619

PROPOSAL

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 \$ 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 \$ 38,859.00

ITEMS 10-15 "WORDS"

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 \$20,737.00

ITEMS 16-22 "WORDS"

PROJECT TOTAL: TWO HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED THIRTEEN \$213,913.00

ITEMS 1-22 "WORDS"

BIDDER DATA:

Name of Bidder MANHOLE ADJUSTING INC.

Type of Organization CORPORATION

Person(s) Authorized to Sign for Bidder JOHN CORCORAN

Address 9500 BEVERLY ROAD, PICO RIVERA, CA 90660

Phone (323) 558-8000

Contractor's License 398443 CLASS: A C12 HAZ ASB
Type & Number

Expiration Date 1/31/2013

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

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
5,14,20	ALL AMERICAN ASPHALT	P.O. BOX 2229 CORONA, CA	267073
4,13,19	RUBBERIZED CRACK FILLER	800 E. WALNUT FULLERTON, CA	484758
7,8,9,22	ORANGE COUNTY STRIPING	183 N. PIXLEY ORANGE, CA	346095

Percent of work to be performed by sub-contractors: 23.8%
(Note: 50% of the work required to be performed by general contractor)

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

MANHOLE ADJUSTING INC.
[Signature]
TITLE PRESIDENT
"Contractor"

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT RUBBER BINDER APPLICATOR(S) /INSTALLER(S)

BIDDER proposes to have Asphalt Rubber **BINDER** for **ARAM** (application) applied/installed by:

MANHOLE ADJUSTING INC. 9500 BEVERLY RD. PICO RIVERA, CA 90660
Name Address (City)

This section shall be completed by all bidders. Name above must be the actual company applying the Asphalt Rubber binder on the roadway.

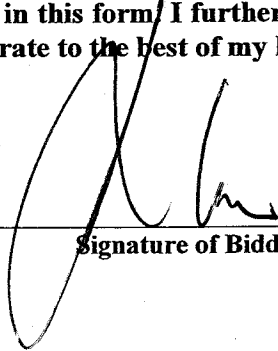
Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description **for which a copy of a permit must be provided** from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid shall be non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

JOHN CORCORAN, PRESIDENT
Print Name, Title


Signature of Bidder

3-29-11
Date



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

ACKNOWLEDGEMENT OF ANNUAL OPERATING PERMIT FEE PAYMENT

Dear Permit Holder:

This letter acknowledges your recent annual operating permit renewal fee payment for the permits to operate or applications listed on the enclosed attachment. The next renewal date for each permit or application is stated on the attachment. For facilities that have been issued a RECLAIM or Title V facility permit, the facility permit serves as a comprehensive permit to operate the equipment listed on the facility permit.

This payment acknowledgment does NOT replace your original Permit to Operate, and you should NOT discard the original permit.

You are required by AQMD Rule 206 to affix the original Permit to Operate or a legible facsimile of the permit upon the equipment so that the permit number, equipment description, and the operating conditions are clearly visible.

If you have any questions about this permit renewal acknowledgement letter please call AQMD's Billing Services at (909) 396-2900; or from inside California, you may call toll free at (866) 888-8838. If you need a photocopy of your permit to operate please contact the Public Records section at (909) 396-3700. If you need a certified copy of an active permit to operate (a certified copy of the permit is not required for compliance purposes), you may request a certified copy by submitting the request in writing. A fee of \$23.57 must accompany your written request. (If your facility is a RECLAIM or Title V facility, you may request a certified copy of your RECLAIM or Title V facility permit by submitting the request in writing. A fee of \$23.57 for the first page and \$1.67 for each additional page in the facility permit must accompany your written request.) The written request and the fee for a certified copy of an active permit should be sent to SCAQMD, P.O. Box 4944, Diamond Bar, CA 91765-0944.



South Coast Air Quality Management District

21865 E. Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

DATE:09/01/2010

EQUIPMENT LOCATED AT: VARIOUS LOCATIONS IN SCAQMD
 PICO RIVERA,CA 90660

LEGAL OWNER CO. ID: 95994
OR OPERATOR MANHOLE ADJUSTING CONTRACTORS INC
 9500 BEVERLY RD
 PICO RIVERA,CA,90660-2135

PERMIT/APPLICATION RENEWAL

PERMIT/ APPL NBR	EQUIPMENT DESCRIPTION	NEXT RENEWAL DATE
BILLING YEAR: 2010		
D72173	STORAGE TANK ASPHALT <=50,000 GALLONS	09/16/2011
D72179	STORAGE TANK ASPHALT <=50,000 GALLONS	09/16/2011
D84902	AIR FILTER CUSTOM	09/16/2011
D86425	AIR FILTER CUSTOM	09/16/2011
D88582	STORAGE TANK ASPHALT <=50,000 GALLONS	09/16/2011
F44163	ASPHALT PAVEMENT HEATER	09/16/2011
F44164	ASPHALT PAVEMENT HEATER	09/16/2011



PERMIT TO CONSTRUCT/OPERATE

This initial permit must be renewed ANNUALLY unless the equipment is moved, or changes ownership.
If the billing for annual renewal fee (Rule 301.f) is not received by the expiration date, contact the District.

**Legal Owner
or Operator:**

MANHOLE ADJUSTING CONTRACTORS INC
PO BOX 250
MONTEREY PARK, CA 91754

ID 095994

A 807

Equipment Location: VARIOUS LOCATIONS IN SCAQMD

Equipment Description:

PORTABLE AIR POLLUTION CONTROL SYSTEM CONSISTING OF:

1. COLLECTION HOOD, 10'-0"W. (WITH EXPANDABLE WINGS) X 10'-0"L X 9'-5"H.
2. SIX FILTER SECTIONS, EACH WITH A FARR, TM-33 THREE-STAGE OIL MIST COLLECTOR.
3. EXHAUST SYSTEM WITH SIX 30 H.P. BLOWERS VENTING AN ASPHALT-RUBBER HOT OIL SPREADER.

Conditions:

1. OPERATION OF THIS EQUIPMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT IS ISSUED UNLESS OTHERWISE NOTED BELOW.
2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.
3. A MECHANICAL GAUGE SHALL BE MAINTAINED SO AS TO INDICATE, IN INCHES WATER COLUMN, THE STATIC PRESSURE DIFFERENTIAL ACROSS THE FILTER SECTIONS.
4. WHENEVER THIS EQUIPMENT IS IN OPERATION, THE STATIC PRESSURE DIFFERENTIAL ACROSS EACH OF THE FILTERS SHALL NOT EXCEED 3.1 INCHES OF WATER COLUMN.
5. THE APC SYSTEM SHALL BE IN FULL OPERATION WHENEVER THE SPREADER THAT IT SERVES IS SPRAYING ASPHALT-RUBBER HOT OIL.
6. AN OPERATING LOG LISTING THE DATE AND TIME, AND THE STATIC PRESSURE DIFFERENTIAL ACROSS EACH FILTER SECTION SHALL BE KEPT. THIS LOG SHALL BE RECORDED DAILY WHEN THE PRESSURE DIFFERENTIAL IS LESS THAN 2.8 INCHES OF WATER COLUMN AND THREE TIMES A DAY (AT THE BEGINNING, THE MIDDLE, AND THE END OF PERATION) WHEN THE PRESSURE DIFFERENTIAL IS GREATER THAN 2.8 INCHES OF WATER COLUMN. THIS LOG SHALL BE MAINTAINED ON FILE FOR A MINIMUM OF TWO YEARS AND MADE AVAILABLE TO DISTRICT PERSONNEL UPON REQUEST.

ORIGINAL



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
21865 East Copley Drive, Diamond Bar, CA 91765

Permit No.
D86425
A/N 297413
Page 2

PERMIT TO CONSTRUCT/OPERATE

CONTINUATION OF PERMIT TO CONSTRUCT/OPERATE

NOTICE

IN ACCORDANCE WITH RULE 206, THIS PERMIT TO OPERATE OR COPY SHALL BE POSTED ON OR WITHIN 8 METERS OF THE EQUIPMENT.

THIS PERMIT DOES NOT AUTHORIZE THE EMISSION OF AIR CONTAMINANTS IN EXCESS OF THOSE ALLOWED BY DIVISION 26 OF THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA OR THE RULES OF THE AIR QUALITY MANAGEMENT DISTRICT. THIS PERMIT CANNOT BE CONSIDERED AS PERMISSION TO VIOLATE EXISTING LAWS, ORDINANCES, REGULATIONS OR STATUTES OF OTHER GOVERNMENT AGENCIES.

EXECUTIVE OFFICER

Dorris M. Bailey

By Dorris M. Bailey/bb
11/02/1994

ORIGINAL



South Coast Air Quality Management District

21865 E. Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

DATE:09/01/2010

EQUIPMENT LOCATED AT: VARIOUS LOCATIONS IN SCAQMD
 PICO RIVERA,CA 90660

LEGAL OWNER CO. ID: 95994
OR OPERATOR MANHOLE ADJUSTING CONTRACTORS INC
 9500 BEVERLY RD
 PICO RIVERA,CA,90660-2135

PERMIT/APPLICATION RENEWAL

PERMIT/ APPL NBR	EQUIPMENT DESCRIPTION	NEXT RENEWAL DATE
BILLING YEAR: 2010		
D72173	STORAGE TANK ASPHALT <=50,000 GALLONS	09/16/2011
D72179	STORAGE TANK ASPHALT <=50,000 GALLONS	09/16/2011
D84902	AIR FILTER CUSTOM	09/16/2011
D86425	AIR FILTER CUSTOM	09/16/2011
D88582	STORAGE TANK ASPHALT <=50,000 GALLONS	09/16/2011
F44163	ASPHALT PAVEMENT HEATER	09/16/2011
F44164	ASPHALT PAVEMENT HEATER	09/16/2011



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

ACKNOWLEDGEMENT OF ANNUAL OPERATING PERMIT FEE PAYMENT

Dear Permit Holder:

This letter acknowledges your recent annual operating permit renewal fee payment for the permits to operate or applications listed on the enclosed attachment. The next renewal date for each permit or application is stated on the attachment. For facilities that have been issued a RECLAIM or Title V facility permit, the facility permit serves as a comprehensive permit to operate the equipment listed on the facility permit.

This payment acknowledgment does NOT replace your original Permit to Operate, and you should NOT discard the original permit.

You are required by AQMD Rule 206 to affix the original Permit to Operate or a legible facsimile of the permit upon the equipment so that the permit number, equipment description, and the operating conditions are clearly visible.

If you have any questions about this permit renewal acknowledgement letter please call AQMD's Billing Services at (909) 396-2900; or from inside California, you may call toll free at (866) 888-8838. If you need a photocopy of your permit to operate please contact the Public Records section at (909) 396-3700. If you need a certified copy of an active permit to operate (a certified copy of the permit is not required for compliance purposes), you may request a certified copy by submitting the request in writing. A fee of \$23.57 must accompany your written request. (If your facility is a RECLAIM or Title V facility, you may request a certified copy of your RECLAIM or Title V facility permit by submitting the request in writing. A fee of \$23.57 for the first page and \$1.67 for each additional page in the facility permit must accompany your written request.) The written request and the fee for a certified copy of an active permit should be sent to SCAQMD, P.O. Box 4944, Diamond Bar, CA 91765-0944.



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
21865 East Copley Drive, Diamond Bar, CA 91765

Permit No.
D84902
A/N 295137
Page 1

PERMIT TO OPERATE

This initial permit must be renewed ANNUALLY unless the equipment is moved, or changes ownership.
If the billing for annual renewal fee (Rule 301.f) is not received by the expiration date, contact the District.

Legal Owner
or Operator:

MANHOLE ADJUSTING CONTRACTORS INC
PO BOX 250
MONTEREY PARK, CA 91754

ID 095994

Equipment Location: VARIOUS LOCATIONS IN SCAQMD

Equipment Description:

AIR POLLUTION CONTROL EQUIPMENT CONSISTING OF:

1. SMOKE COLLECTOR FILTER, CUSTOM MADE, 8'-0" W X 10'-0" L. X 6'-0" H., WITH EXPANDABLE WINGS.
2. EXHAUST SYSTEM WITH SIX, 22 H.P. EACH BLOWERS VENTING AN ASPHALT-RUBBER HOT OIL SPREADER.

Conditions:

1. OPERATION OF THIS EQUIPMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL DATA AND SPECIFICATIONS SUBMITTED WITH THE APPLICATION UNDER WHICH THIS PERMIT IS ISSUED UNLESS OTHERWISE NOTED BELOW.
2. THIS EQUIPMENT SHALL BE PROPERLY MAINTAINED AND KEPT IN GOOD OPERATING CONDITION AT ALL TIMES.
3. THIS EQUIPMENT SHALL COMPLY WITH PROVISIONS OF DISTRICT RULE 401. THE VISIBLE EMISSIONS ARE TO BE VIEWED BY AN OBSERVER AT A POINT NO LOWER THAN 36 INCHES ABOVE THE PAVEMENT.
4. ALL UNITS OF EQUIPMENT SHALL BE FIRED WITH GASEOUS FUELS THAT DO NOT CONTAIN IN EXCESS OF 40 PART PER MILLION BY VOLUME OF SULFUR COMPOUNDS CALCULATED AS HYDROGEN SULFIDE.
5. THE DISTRICT SHALL BE NOTIFIED OF THE FOLLOWING INFORMATION AT LEAST FIVE DAYS PRIOR TO OPERATION OF THE EQUIPMENT:
 1. LOCATION WHERE THE EQUIPMENT WILL BE OPERATED.

ORIGINAL



PERMIT TO OPERATE

CONTINUATION OF PERMIT TO OPERATE

2. ESTIMATED START UP AND COMPLETION DATES.
3. THE QUANTITY OF ASPHALT-RUBBER THAT WILL BE APPLIED BY EACH SPREADER TRUCK AT EACH JOB.
6. THE EQUIPMENT SHALL BE OPERATED ONLY DURING DAYS ON WHICH OPEN BURNING IS ALLOWED. HOWEVER, AN OPERATION THAT BEGINS ON A DAY WHEN BURNING IS ALLOWED, MAY BE CONTINUED ON SUCCESSIVE DAYS WHETHER THE OPEN BURNING IS ALLOWED OR NOT. INFORMATION CONCERNING WHETHER A PROPOSED OPERATING MEETS THE CRITERIA MAY BE OBTAINED FROM THE DISTRICT PERSONNEL.
7. THE TEMPERATURE OF THE ASPHALT-RUBBER MIXTURE SPRAYED SHALL BE HELD TO NO GREATER THAN 400 DEGREES FAHRENHEIT. A TEMPERATURE INDICATOR SHALL BE MAINTAINED FOR THIS PURPOSE.
8. THIS EQUIPMENT SHALL NOT BE OPERATED MORE THAN 90 DAYS AT ANY ONE LOCATION IN A 12-MONTH CALENDER YEAR.

NOTICE

IN ACCORDANCE WITH RULE 206, THIS PERMIT TO OPERATE OR COPY SHALL BE POSTED ON OR WITHIN 8 METERS OF THE EQUIPMENT.

THIS PERMIT DOES NOT AUTHORIZE THE EMISSION OF AIR CONTAMINANTS IN EXCESS OF THOSE ALLOWED BY DIVISION 26 OF THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA OR THE RULES OF THE AIR QUALITY MANAGEMENT DISTRICT. THIS PERMIT CANNOT BE CONSIDERED AS PERMISSION TO VIOLATE EXISTING LAWS, ORDINANCES, REGULATIONS OR STATUTES OF OTHER GOVERNMENT AGENCIES.

EXECUTIVE OFFICER

By Dorris M. Bailey/hd
8/24/1994

ORIGINAL

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT RUBBER AND AGGREGATE MEMBRANE APPLICATOR(S) /INSTALLER(S) QUALIFICATIONS

Bidder proposes to have the ARAM applied/installed by:

MANHOLE ADJUSTING INC. 9500 BEVERLY RD., PICO RIVERA, CA 90660
Name Address (City)

This section shall be completed by all bidders. Name of applicator(s)/installer(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on three separate projects performed by the same applicator(s)/installer(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project, and the projects shall be located in Southern California inland of at least one coastal mountain range or be a minimum 25 miles from the nearest point on the Pacific Ocean coast. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if an asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the agency.

Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive.

If the Bidder cannot list in the space provided below 3 projects that meet the criteria specified herein that were performed by the proposed ARAM applicator(s)/installer(s), or the information is incomplete or inaccurate, the bid may be rejected as non-responsive.

Representative ARAM Projects

Name of Project No. 1 RTE 115 11-287404 Date Completed MARCH 2008
Agency CALTRANS Agency Contact SHAWN RIZZUTTO
Phone (760) 355-8666 Approx. Length of ARAM (Full width) 40.55 LANE MILES

Name of Project No. 2 RTE 8 11-275904 Date Completed SEPT. 2007
Agency CALTRANS Agency Contact SHAWN RIZZUTTO
Phone (760) 355-8666 Approx. Length of ARAM (Full width) 12 LANE MILES

Name of Project No. 3 RTE 79 11-261004 Date Completed AUGUST 2006
Agency CALTRANS Agency Contact SHAWN RIZZUTTO
Phone (760) 355-8666 Approx. Length of ARAM (Full width) 10.2 LANE MILES

JOHN CORCORAN, PRESIDENT  3-29-11
Print Name, Title Signature of Bidder Date

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS

_____ declares as follows:

That he or she is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR

_____ Declares as follows:

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

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

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

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

Signature of affiant: _____

Note: Notarization of signature required

AFFIDAVIT FOR CORPORATE CONTRACTOR

JOHN CORCORAN

declares as follows:

That he ~~or she~~ is PRESIDENT of MANHOLE ADJUSTING INC. a corporation which is the party making the foregoing proposal or bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the County of Riverside or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated this 29th (day) of MARCH (month), 2011 (year) at RICO RIVERA, California

Signature of affiant: 

Note: Notarization of signature required SEE ATTACHED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Los Angeles



On 3/29/11
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

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: Affidavit for Corporate Contractor

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 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: _____

BID BOND

Recitals:

- 1. Manhole Adjusting Inc. "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for Lake Skinner Recreation Area Entry Drive Paving* in accordance with a Notice Inviting Bids of County dated _____
*Rehabilitation Project, Project No. C1-0619
- 2. Fidelity and Deposit Company of Maryland a Maryland corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

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

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

Dated: March 23, 2011

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MANHOLE ADJUSTING INC.

By [Signature]
Title: Attorney in Fact, Rhonda C. Abel
"Surety"

By [Signature]
Title: John Corcoran, President
"Contractor"

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: All signatures must be notarized

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On MAR 23 2011 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Rhonda C. Abel

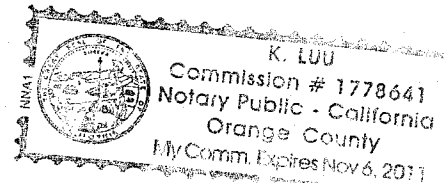
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Los Angeles



On 3/29/11
Date

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

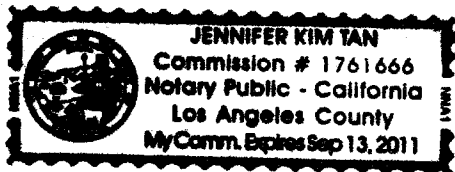
personally appeared

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

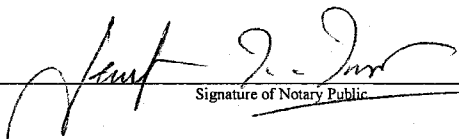
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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: Bid 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: _____

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

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

Signer is representing:
Manhole Adjusting Inc.

Signer is representing: _____

**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

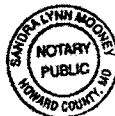
Paul C. Rogers

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

BID BOND

Recitals:

1. _____ "Contractor", has submitted his Contractor's Proposal to County of Riverside, "County", for the construction of public work for _____ in accordance with a Notice Inviting Bids of County dated _____.
2. _____ a _____ corporation, hereafter called "Surety", is the surety of this Bond.

Agreement:

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

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

Dated: _____

 By _____
 Title: Attorney in Fact
 "Surety"

 By _____
 Title: _____
 "Contractor"

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: All signatures must be notarized

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 #:	0212
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](#)
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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".

WITNESSETH

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 Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

BY [Signature]

Dated MAY 03 2011

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

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

John Velez

BY [Signature]
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: [Signature] 4/18/11 DATE
MARSHAL L. VICTOR

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
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

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): 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: _____

**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 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

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: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input checked="" type="checkbox"/> Corporate Officer - Title(s): <u>Vice President</u> | <input type="checkbox"/> Corporate Officer - Title(s): _____ |
| <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is representing:
Manhole Adjusting Inc.

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, Paving 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.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature]
President

By [Signature]

By [Signature]

Type Name Rhonda C. Abel
its Attorney in Fact
"Surety"

Title Vice President
"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed 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

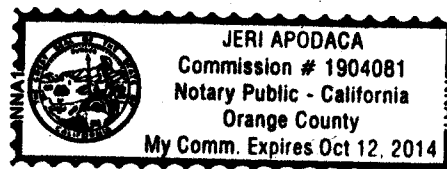
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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?

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

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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

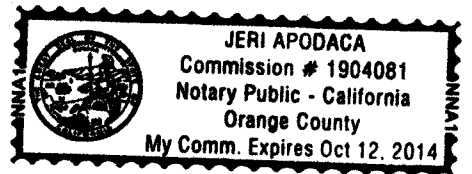
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

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: Payment 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: _____	RIGHT THUMBPRINT OF SIGNER Top of thumb here	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
Signer is representing: <u>Manhole Adjusting Inc.</u>		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 #:	0212
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](#)

Want More?

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

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM
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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

Paul C. Rogers

By:

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, undertaking, 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

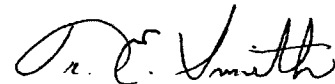
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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

**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 12, 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

Paul C. Rogers

By:

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

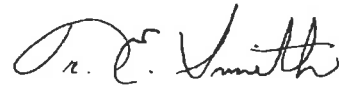
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 MAR 23 2011, _____.



Assistant Secretary

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 12, 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

Paul C. Rogers

By: 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

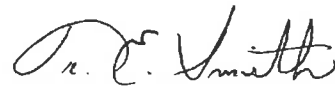
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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