



**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
(MORE THAN \$100,000)**

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Otto Construction, (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: **Provide** Radiology Equipment Replacement (Project # 9600-12)
2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 527,010.
3. **TERM OF AGREEMENT.** The term of this Agreement is from October 1, 2012 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

5. **PERFORMANCE STANDARDS.**
  - 5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
  - 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment,

instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement; and then only in accordance with any applicable County policies.

## 7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless, NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability, losses, whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of NMC. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

## 9. INSURANCE.

### 9.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2. Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

#### 9.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

10.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this

Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

10.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

10.3. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4. Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5. Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:	FOR CONTRACTOR:
<p>Contracts/Purchasing Manager Sid Cato; Management Analyst, Contracts</p> <hr/> <p>Name and Title</p>	<p>J. Michael Feuz, President</p> <hr/> <p>Name and Title</p>
<p>1441 Constitution Blvd. Salinas, CA. 93906</p> <hr/> <p>Address 831.755.4111</p> <p>Email: catosl@natividad.com or 831.783.2620</p> <hr/> <p>Phone</p>	<p>2150 Garden Rd #A-1, Monterey, CA 93940</p> <hr/> <p>Address 831.657.9805 email: mfeuz@ottoconstruction.com</p> <hr/> <p>Phone</p>

**15. MISCELLANEOUS PROVISIONS.**

15.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

15.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.

- 15.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: \_\_\_\_\_  
NMC Contracts/Purchasing Agent

Date: \_\_\_\_\_

By: [Signature]  
Department Head (if applicable)

Date: 9/18/12

By: A-B  
Stacy Saetta, Deputy County Counsel

Date: Oct. 9, 2012

By: [Signature]  
Auditor/Controller

Date: 10-4-12

CONTRACTOR

John F. Otto, Inc dba Otto Construction

Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President,  
or Vice-President

J. Michael Feuz, President

Name and Title

Date: 9/11/2012

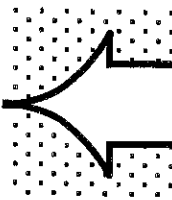
By: [Signature]  
Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer

Eliese Terry, Treasurer

Name and Title

Date: 9/11/2012

\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.





**Natividad MEDICAL CENTER**

**CONTRACTS/PURCHASING  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906**



**DATE: June 29, 2012**

**PROJECT: 9600-12 / BID NO. NMC-1005  
NATIVIDAD MEDICAL CENTER  
RADIOLOGY EQUIPMENT REPLACEMENT  
1441 CONSTITUTION BLVD, SALINAS CA 93906**

**TO: ALL INTERESTED PLANHOLDERS/PARTIES**

**SUBJECT: ADDENDUM #3**

**ADDENDUM #3 IS BEING ISSUED TO ADVISE OF THE FOLLOWING:**

- **Updated Radiology Equipment Drawings:**  
Project 9600-12 Radiology Equipment Drawing Package has now been updated addressing OSHPD Plan Check Comments– Dated June 15, 2012 and Monterey County Building Department comments – Dated June 15, 2012. Drawing Sheets have been updated and posted on the Monterey County website Project Page: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Please note the file names of these sheets posted to the project page on June 27<sup>th</sup> inadvertently reference Addendum 2, which is simply a typographical error.

A signed copy of this addendum acknowledgment sheet must be submitted with your original bid proposal package to verify your receipt of Addendum #3.

**Addendum 3 acknowledgment (to be included in bid package):**

Dated July 13, 2012

Bidder's Business Name JOHN F. OTTO INC DBA OTTO CONSTRUCTION

By

Bidder's Signature Dennis C. Buskirk

Bidder's Name (Print) DENNIS BUSKIRK

Bidder's Title (Print) MANAGER / MONTEREY OPERATIONS

APPROVED FOR POSTING  
Brian Griffin  
Project Specialist  
Natividad Medical Center

**\*\*End of Addendum 3\*\***

Project 9600-12 Addendum #3

A signed copy of this addendum acknowledgment sheet must be submitted in your bid proposal package to verify your receipt of Addendum #4.

**Addendum 4 acknowledgment (to be included in bid package):**

Dated July 13, 2012

Bidder's Business Name JOHN F. OTTO INC DBA OTTO CONSTRUCTION

By

Bidder's Signature Dennis C. Buskirk

Bidder's Name (Print) DENNIS BUSKIRK

Bidder's Title (Print) MANAGER / MONTEREY OPERATIONS

APPROVED FOR POSTING

Brian Griffin  
Project Specialist  
Natividad Medical Center

\*\*End of Addendum 4\*\*

**BID BOND**

(Public Contract Code Section 20129)

WHEREAS the Principal has submitted the accompanying bid dated July 13, 2012, to the County of Monterey, for the following project: **RADIOLOGY EQUIPEMENT REPLACEMENT, 1441 CONSTITUTION BLVD. SALINAS, CA 93906, Project No. 9600-12, Bid No. NMC-1005**; and

WHEREAS, Principal, as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we John F. Otto, Inc. dba Otto Construction as Principal, and \_\_\_\_\_

Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Ten Percent of Total Amount Bid Dollars (\$10% of Bid), which sum is not less than ten percent (10%) of the base bid amount including all alternates of the Principal submitted to the said County for the above-described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the County as may be required by said contract documents, and (3) files a performance bond and a payment bond with the County, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications,

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.


IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 5th day of July, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative,

pursuant to authority of its governing body.

(Corporate Seal)

John F. Otto, Inc. dba Otto Construction

Principal

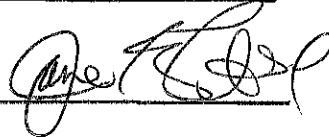
By 

Title Dennis Buskirk, Manager/Monterey Operations

(Corporate Seal)

Travelers Casualty and Surety Company of America

Surety

By 

Title Jana B. Pilgard, Attorney in Fact

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

**ACKNOWLEDGMENT**

State of California

County of Monterey)

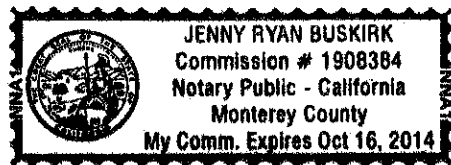
On July 10, 2012 before me, Jenny Ryan Buskirk, Notary Public  
(Insert Name and Title of the Officer)

personally appeared Dennis Carl Buskirk, 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 Jenny Ryan Buskirk



(Seal)

## ACKNOWLEDGMENT

State of California  
County of Placer )

On July 5, 2012 before me, Kathy Rangel, Notary Public  
(insert name and title of the officer)

personally appeared Jana B. Pilgard,  
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 Kathy Rangel (Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224023

Certificate No. 004542815

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

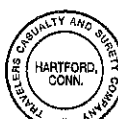
Robert D. Laux, Joel J. Buschmann, Dona Lisa Buschmann, Jana B. Pilgard, and Kathy Rangel

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 16th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of July, 20 12.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



John F. Otto, Inc.

RESOLUTION 2010-1

AUTHORIZATION TO CONTRACT

WHEREAS this Corporation, organized in accordance with the laws of the State of California, is required on occasion to deliver a bid to and, if successful, enter into a contract with various public agencies and private owners and

WHEREAS the said agencies and owners require proof that the signers of the bid proposals are authorized to deliver said bid and to enter into a construction contract with said agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of JOHN F. OTTO, INC. dba OTTO CONSTRUCTION, at its regular meeting held June 24, 2010, as follows:

That the following people are hereby authorized on behalf of the Corporation to deliver the Corporation's bid to, and if successful, enter into a construction contract with the above designated agency. This authority is without limitations as to the monetary value thereof, and is continuous until revoked.

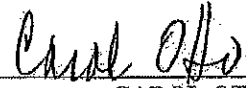
J. Michael Feuz, President

Carl C. Barrett, Vice President/Construction

Dennis Buskirk, Manager/Monterey Operations

A motion to adopt the said resolution was made by Director Johan Otto, seconded by Director Larry Wiklund, and the vote thereon was unanimous.

I hereby certify that the foregoing resolution was duly and regularly adopted and passed by the Board of Directors of JOHN F. OTTO, INC. dba OTTO CONSTRUCTION at a regular meeting thereof on the 24<sup>th</sup> of June, 2010.



CAROL OTTO  
Secretary



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



License Number: **178809**

Entity: **CORP**

Business Name: **JOHN F OTTO INC DBA OTTO  
CONSTRUCTION**

Classification: **A B**

Expiration Date: **09/30/2012**

[www.csib.ca.gov](http://www.csib.ca.gov)



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox.  
Postage guaranteed by:  
Contractors State License Board  
P.O. Box 25000, Sacramento CA 95825

*Michael Ferris*  
Licensee Signature

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**RADIOLOGY EQUIPEMENT REPLACEMENT  
1441 CONSTITUTION BLVD. SALINAS, CA 93906  
PROJECT NO. 9600-12  
BID PACKAGE NO. NMC-1005**

Statement of Bidder's Qualifications below are included as part of the contract for the above project.

*Bidder shall have a minimum of five (5) years of experience with acute care healthcare facility projects under OSHPD jurisdiction. The Construction project will require work to be performed within an operating acute care healthcare facility, which presents unique challenges with regard to safety and coordination. The minimum experience requirements below are essential to the successful performance of the work for this project. Failure of any bidder to possess any of the mandatory minimum experience requirements (or substantial equivalent), or failure to provide documentation verifying them may result in the rejection of the Bidder's bid at the sole discretion of the Hospital.*

The undersigned Bidder represents and warrants that the information provided in response to this Contractor Qualification form is true and accurate to the best of its knowledge, and that the undersigned intends that the Hospital rely thereon in awarding the subject Contract. Moreover, the undersigned Bidder understands that a material false statement or omission is sufficient cause for disqualifying its bid or cancellation of the Contract at the sole discretion of the Hospital.

Dated: July 13, 2012

  
Signature of Bidder

Manager/Monterey Operations

Title

*Each Bidder shall provide the following information related to its three (3) most recently completed acute care healthcare facility projects under OSHPD jurisdiction. Names and references must be current and verifiable.*

**PROJECT 1**Project Name: Feather River Hospital Emergency DepartmentLocation: 5974 Pentz Road, Paradise, CA. 95869Owner: Feather River Hospital

Description of Project, Scope of Work Performed:

Construction of addition of a 21,589 SF emergency departmentTotal Value of Original Construction Project (as bid): \$ 11,712,937Total Value of Change Orders: \$ 1,395,317Final Contract Price: \$ 13,108,254Original Scheduled Completion Date: February 2012Time Extensions Granted (number of calendar days): 0Actual Date of Completion: February 2012

Owner Contact (name and current phone number):

Carole Mickelson (530) 877-9361

Architect or Engineer Contact (name and current phone number):

Nichols, Melburg, RossettoKurt Jorgensen (530) 891-1710

Owner's Representative (name and current phone number):

Carole Mickelson (530) 877-9361

Inspector(s) on the Project (name and current phone number):

Steve Harvey (530) 682-6437

**PROJECT 2**

Project Name: Heritage Oaks Hospital Expansion  
 Location: 4520 Auburn Blvd. - Sacramento, CA. 95841  
 Owner: BHC Heritage Oaks Hospital

Description of Project, Scope of Work Performed:

Construction of a 17,328 SF 49 bed, single story, woodframed addition  
to existing hospital

Total Value of Original Construction Project (as bid):	\$	<u>6,493,110</u>
Total Value of Change Orders:	\$	<u>273,760</u>
Final Contract Price:	\$	<u>6,766,870</u>
Original Scheduled Completion Date:		<u>March 2010</u>
Time Extensions Granted (number of calendar days):		<u>0</u>
Actual Date of Completion:		<u>March 2010</u>

Owner Contact (name and current phone number):

Robert Van Landingham (916) 489-3336

Architect or Engineer Contact (name and current phone number):

Forrar Williams Architects

Bob Forrar (916) 448-2724

Owner's Representative (name and current phone number):

Robert Van Landingham (916) 489-3336

Inspector(s) on the Project (name and current phone number):

**PROJECT 3**

Project Name: Community Hospital of the Monterey Peninsula  
Location: 23625 W.R. Holman Highway - Monterey, CA. 93940  
Owner: Community Hospital of the Monterey Peninsula

Description of Project, Scope of Work Performed:

This project consists of remodeling 93,800 SF of existing hospital space including kitchen/dining facilities, waiting areas, operating rooms, therapy unit, business/engineering department, support areas, imaging center, gift shop, medical records, and pharmacy.

Total Value of Original Construction Project (as bid):	\$	<u>39,088,429</u>
Total Value of Change Orders:	\$	<u>8,486,660</u>
Final Contract Price:	\$	<u>47,575,089</u>
Original Scheduled Completion Date:		<u>February 2010</u>
Time Extensions Granted (number of calendar days):		<u>0</u>
Actual Date of Completion:		<u>February 2010</u>

Owner Contact (name and current phone number):

Fred Bensch (831) 625-4766

Architect or Engineer Contact (name and current phone number):

Nichols, Melburg, Rossetto  
Steve Gonsalves (530) 891-1710

Owner's Representative (name and current phone number):

Fred Bensch (831) 625-4766

Inspector(s) on the Project (name and current phone number):

Fred Powers (925) 872-7291

BID FORM

PROJECT NO. 9600-12  
BID PACKAGE NO. NMC-1005  
RADIOLOGY EQUIPEMENT REPLACEMENT  
1441 CONSTITUTION BLVD. SALINAS, CA 93906.

TO: MONTEREY COUNTY BOARD OF SUPERVISORS

1. Pursuant to and in compliance with your Notice to Contractors Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other contract documents, hereby proposes and agrees to perform within the time stipulated and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above project, all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. 1, 2, 3, and 4, for the sum hereinafter stated (in the event of a discrepancy between the words and figures, the amount in words will govern):

BASE BID:

FOUR HUNDRED SEVENTY NINE THOUSAND ONE HUNDRED Dollars  
(\$ 479,100.-)

2. **Determination of lowest responsible bidder** – Determination of lowest bidder will be based upon the base bid. The contract will then be awarded to the Bidder submitting the lowest amount so calculated, or else all bids will be rejected. Unit pricing provided by the bidder, if any, shall be incorporated in the Agreement and shall be the basis for calculating any costs involving changes to the work.

3. The undersigned has checked all above figures carefully and understands that the County of Monterey will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

4. It is understood that the County of Monterey reserves the right to reject any and all bids or waive any informalities or irregularities in any bids or in the bidding.

5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of sixty (60) days from the date prescribed for opening of this bid without the written consent of the County of Monterey.

6. Attached hereto are the following:

- a. List of proposed subcontractors;
- b. Non-collusion affidavit;
- c. Workers' compensation certificate;
- d. Affidavit Concerning Employment of Undocumented Aliens

- e. Contractor's Certification of Good-Faith Effort to Hire Monterey Bay Area Residents;
- f. Required bidder's security in an amount not less than 10% of the base bid amount;
- g. Detailed preliminary work schedule if the bidder plans to complete the project before the completion date specified in the contract documents; and
- h. Acknowledgment of addenda, if any.

7. If this bid is accepted by the County of Monterey, then the undersigned shall, within ten (10) working days after receipt of the Letter of Intent to Award, execute and deliver to the County of Monterey (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, and (c) a performance bond, as similarly required, and (d) an Insurance Certificate, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

8. Notice of acceptance and any requests for additional information shall be addressed to the undersigned at the following address:

PROJECT MANAGER: BRIAN GRIFFIN  
NATIVIDAD MEDICAL CENTER  
1414 CONSTITUTION BLVD. FACILITIES OFFICES  
SALINAS CA 93906  
TELEPHONE: (831) 283-2605

9. The names of all persons interested in the foregoing proposal as principals are as follows:

J Michael Feuz	President
_____ Name	_____ Title
Carol Otto	Secretary/Treasurer
_____ Name	_____ Title
Dennis Buskirk	Manager/Monterey Operations
_____ Name	_____ Title

**(IMPORTANT NOTICE:** If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification:     A, B      
License number:     178809



Expiration date: 9-30-12

11. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and insurance and return the executed copies of the agreement form within ten (10) working days from the date of receiving the Notice of Intent to Award Contract, the County may declare the bidder's security forfeited as damages and contract with the second lowest bidder.

12. Pursuant to section 7103.5(b) of the Public Contract Code, in submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Dated

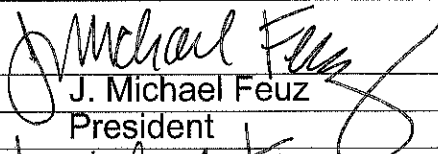
July 13, 2012

Bidder's Business Name

John F. Otto Inc dba Otto Construction

By

Principal Signature



Principal Name (Print)

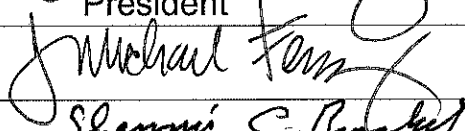
J. Michael Feuz

Principal's Title (Print)

President

By

Principal Signature



Principal Name (Print)

Dennis Buskirk

Principal Title (Print)

Manager/Monterey Operations

(Corporate Seal)

**NOTE:** *If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

**LIST OF SUBCONTRACTORS**

**PROJECT NO. 9600-12 BID PACKAGE NO. NMC-1005**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. The term "portion of work" refers to the type of work.

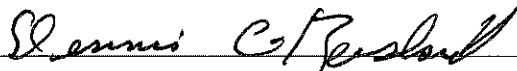
If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Bidder's Business Name

John F. Otto Inc. dba Otto Construction

By:



Print Name

Dennis Buskirk

Print Title

Manager/Monterey Operations

Bidder's Business Name John F. Otto Inc dba Otto Construction

Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

Portion of Work (Type)	Subcontractor Name and Contractor License Number & Expiration Date	Subcontractor Place of Business Include Full Mailing Address/Telephone/ Contact's E-mail Address	(\$ Amount of Bid
CASEWORK	ADVANCED INSTALATION LIC# B660878 EXP. 12-31-12	57 BONAVENTURA DR. SAN JOSE, CA 95134 TEL 408-954-8366 ADVANCEDINSTAL@ATT.NET	\$ 11,750.-
DRYWALL	SAN BENITO DRYWALL LIC# 378007 EXP. 7-31-12	385 FLORA AVE HOLLISTER, CA 95023 TEL 831-637-7449 SANBENITODRYWALL@YAHOO.COM	\$ 78,055.-
ACOUSTICAL CEILING	CEILING UNLIMITED LIC 494244 EXP. 5-31-13	PO BOX 7156 SPRICKLE CREEK, CA 95962 TEL 831-759-9433 CEILINGUNLIMITED@YAHOO.COM	\$ 2,578.-
FLOORING	PRO SPECTRA LIC 740392 EXP. 9-30-12	4017 WHIPPLE RD. UNION CITY, CA 94587 510-475-5403 NICK.RASHUSSEN@SPECTRA.CF.COM	\$ 10,765.-
<del>PAINTING</del> DB	<del>WMB SAZELL</del> DB <del>LIC# 468628</del> DB <del>EXP. 1-13-13</del> DB	<del>407 RESERVATION RD</del> <del>MARINA, CA 93933</del> <del>TEL 831-384-1992</del> <del>FIRE50 ADU.COM</del> DB	<del>\$ 5,986</del> DB
<del>FIRE</del> DB <del>PROTECTOR</del> DB	<del>BELLWETHER</del> DB <del>LIC# 970244</del> DB <del>EXP. 2-28-19</del> DB	<del>6630 HIGHWAY 9, #203</del> <del>ESSEX, CA 95018</del> <del>831-246-1740</del> DB <del>BELLWETHERFIRE@STARK.COM</del> DB	<del>\$ 5,600</del> DB

Bidder's Business Name John F. Otto Inc dba Otto Construction

Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

Portion of Work (Type)	Subcontractor Name and Contractor License Number & Expiration Date	Subcontractor Place of Business Include Full Mailing Address/Telephone/ Contact's E-mail Address	(\$ Amount of Bid
MECHANICAL	OC McDONALD Lic# 177271 Exp. 7-31-14	Po Box 26560 SAN JOSE, CA 95159 408-285-2182 RSHELIK@OCMCDONALD.COM	\$50,690.-
ELECTRICAL	COLLINS Lic# 115427 Exp. 11-30-12	385 RESERVATION RD. MADISON, CA 93933 931-381-0114 MSTOCKTON@COLLINSELECTRIC.COM	\$91,000.-
PAINTING	FAIRWAY Lic# 366395 Exp. 12-31-12	614 MOUNTAIN VIEW AVE BELMONT, CA 94002 650-508-8443 RICHJC@FAIRWAYPAINTING.NET	\$5,811
FIRE PROTECTION	A+B FIRE Lic# 643385 Exp. 4-30-14	514 WORK ST. SALINAS, CA 93902 831-422-4404 PLANS@ABFIREPRO.COM	\$3,850.-



# CERTIFICATE OF LIABILITY INSURANCE

JOHNF-3

OP ID: DK

DATE (MM/DD/YYYY)

09/18/12

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

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

PRODUCER Alliant Insurance Services Inc CA License - 0C36861 1949 W. Kettleman Ln, Ste 200 Lodi, CA 95242 Stan Ward	209-333-1136	CONTACT NAME: Diane Kelley PHONE (A/C, No, Ext): 209-210-6971 E-MAIL ADDRESS: dkelley@alliantinsurance.com FAX (A/C, No): 209-333-1584
INSURED John F Otto, Inc. dba: Otto Construction 1717 Second Street Sacramento, CA 95811		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co. NAIC # 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont Prot. <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		GLA4277677-04	07/01/12	07/01/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		GLA4277677-04	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5472488-00	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Project No. 9600-21; Bid Package No. 9600-21. Installation of GE Nuboom for Natividad Medical Center, 1441 Constitution blvd., Salinas, CA 93906. The County of Monterey, its officers, agents and employees are additional insured, as respects general liability and auto liability, per the attached endorsements. Insurance is primary and non-contributory.

**CERTIFICATE HOLDER****CANCELLATION**

10-3067  The County of Monterey, its Officers, Agents and Employees Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA4277677-04	07/01/2012	07/01/2013	07/01/2012			

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

**Named Insured:** John F. Otto, Inc. dba Otto Construction

**Address (including ZIP Code):** 1717 Second Street, Sacramento, CA 95811

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

- A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf,
 and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
  - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. Supervisory, inspection, architectural or engineering activities.

- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  2. We receive written notice of a claim or "suit" as soon as practicable; and
  3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
  2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
This insurance is excess over:  
Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 07/01/2012	Countersigned By:
Named Insured: John F. Otto, Inc. dba Otto Construction	 (Authorized Representative)

#### SCHEDULE

**Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA4277677-03	07/01/2011	07/01/2012	07/01/2011			

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

**Named Insured:** John F. Otto, Inc. dba Otto Construction

**Address (including ZIP Code):** 1717 Second Street, Sacramento, CA 95811

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

- A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
  - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. Supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: GLA4277677-03

COMMERCIAL AUTO  
CA 20 48 02 99

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

## DESIGNATED INSURED

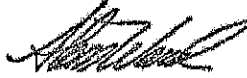
This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 07/01/2011	Countersigned By:
Named Insured: John F. Otto, Inc. dba Otto Construction	 (Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**CONTRACTOR'S CERTIFICATE AS TO WORKERS' COMPENSATION**

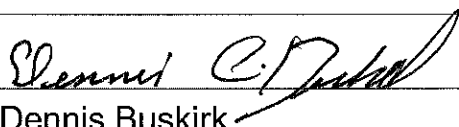
(Labor Code section 1861)

Labor Code section 3700 provides, in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: July 13, 2012  
Bidder's Business Name: John F. Otto Inc dba Otto Construction  
By:   
Print Name: Dennis Buskirk  
Print Title: Manager/Monterey Operations

**CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE**  
**MONTEREY BAY AREA RESIDENTS**  
(Monterey County Code section 5.08.120)

I certify that I am aware of the provisions of Monterey County Code section 5.08.120. Monterey County Code section 5.08.120 provides, in relevant part:

A. General Provisions. Unless such a provision would conflict with a state or federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one (1) year prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration; Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local hiring provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith hiring provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or materialmen relating to the project the requirement that the subcontractor promises to make a good-faith effort to hire qualified individuals who are, and have been for at least one (1) year prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with its promise to contractor, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification."

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

I CERTIFY that at least 50% of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year prior to the effective date of the opening of bids, Monterey Bay Area residents. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

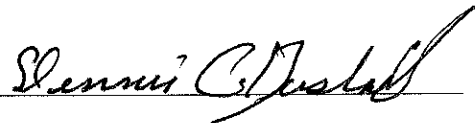
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I CERTIFY that I promise to make a good-faith effort to hire qualified individuals who to the best of my knowledge are, and have been for at least one (1) year prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of Monterey Bay Area residents. Evidence of my promise to make a good-faith effort will be as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary): We are signatory to local laborers, carpenters, and cement masons unions. We hire from local union halls.

I CERTIFY that I do not comply with and am unable to promise to make a good-faith effort to comply with the good-faith local hiring provisions set forth in Monterey County Code section 5.08.120.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) July 13, 2012  
at (city/state) Monterey, CA.

John F. Otto Inc. dba Otto Construction  
Bidder's business name

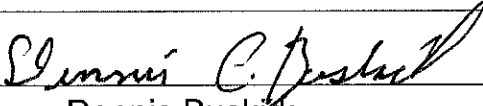
Signature:   
Print Name: Dennis Buskirk  
Title: Manager/Monterey Operations

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

State of California )  
County of Monterey ) ss.

I, Dennis Buskirk, being first duly sworn, deposes and says (1) that he or she is Manager/Monterey Operations of John F Otto Inc dba Otto Construction of OT, the party making the foregoing bid; (2) that the bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; (3) that the bid is genuine and not collusive or sham; (4) 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; (5) 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 that of any other bidder, or to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; (6) that all statements contained in the bid are true; and further, (7) 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.

Dated: July 13, 2012  
Bidder's Business Name: John F. Otto Inc. dba Otto Construction  
By:   
Print Name: Dennis Buskirk  
Print Title: Manager/Monterey Operations

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Notary Public in and for the County of \_\_\_\_\_

\_\_\_\_\_  
State of California

My commission expires: \_\_\_\_\_ . [Notary Stamp]

**ACKNOWLEDGMENT**

State of California

County of Monterey )

On July 11, 2012 before me, Jenny Ryan Buskirk, Notary Public  
(Insert Name and Title of the Officer)

personally appeared Dennis Carl Buskirk, 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 Jenny Ryan Buskirk



(Seal)

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS**  
**TO BE SUBMITTED WITH BID**

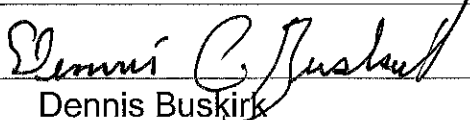
(Public Contract Code section 6101)

State of California )  
County of Monterey ) ss.

Public Contract Code section 6101 provides that,

*No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.*

I, Dennis Buskirk, being first duly sworn, deposes and says (1) that he or she is the Manager/Monterey Operations of John F Otto Inc dba Otto Construction, the party making the foregoing bid; and (2) that the party making the foregoing bid has not, within the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Dated: July 13, 2012  
Bidder's Business Name: John F. Otto, Inc. dba Otto Construction  
By:   
Print Name: Dennis Buskirk  
Print Title: Manager/Monterey Operations

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Notary Public in and for the County of \_\_\_\_\_

\_\_\_\_\_  
State of California

My commission expires: \_\_\_\_\_ [Notary Stamp]



**ACKNOWLEDGMENT**

State of California

County of Monterey)

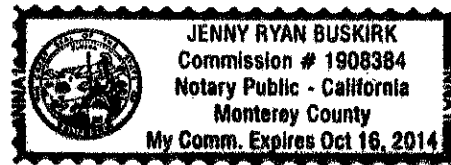
On July 11, 2012 before me, Jenny Ryan Buskirk, Notary Public  
(Insert Name and Title of the Officer)

personally appeared Dennis Carl Buskirk, 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 Jenny Ryan Buskirk



(Seal)

A signed copy of this addendum acknowledgment sheet must be submitted with your bid package to verify your receipt of Addendum #1.

**Addendum 1 acknowledgment (to be included in bid package):**

Dated <sup>July</sup> ~~May~~ 13, 2012  
DB

Bidder's Business Name JOHN F OTTO INC DBA OTTO CONSTRUCTION

By:

Bidder's Signature Dennis C. Buskirk

Bidder's Name (Print) DENNIS BUSKIRK

Bidder's Title (Print) MANAGER / MONTEREY OPERATIONS

APPROVED FOR POSTING

Brian Griffin  
Project Specialist  
Natividad Medical Center

\*\*\*End of Addendum 1\*\*



DATE: June 21, 2012

PROJECT: 9600-12 / BID NO. NMC-1005  
NATIVIDAD MEDICAL CENTER RADIOLOGY EQUIPMENT REPLACEMENT  
1441 CONSTITUTION BLVD, SALINAS CA 93906

TO: ALL INTERESTED PLANHOLDERS/PARTIES

ADDENDUM 2 IS BEING ISSUED TO ADVISE OF THE FOLLOWING CHANGES FOR THE ABOVE PROJECT:

- Extension of the Bid Opening Date
- Extension of the Question period and deadline for submitting questions.

**EXTENSION OF BID OPENING DATE:**

The Bid Submittal Date and Time has been extended. Bids must be received and date-and-time stamped in the Office of the Clerk of the Board of Supervisors/168 West Alisal St 1<sup>st</sup> Flr/Salinas CA 93901, no later than 2:00 p.m. on Friday, July 13, 2012. Bids will be opened and publicly read aloud by the Contracts/Purchasing Agent in the Board Conference Room 1032, Monterey County Administration Building/168 W Alisal St 1<sup>st</sup> Flr/Salinas CA at 2 p.m. on July 13, 2012.

**EXTENSION OF QUESTION PERIOD**

The question period has been extended until noon on July 5, 2012. Questions received after 12 p.m. on July 5, 2012, will not be accepted.

A signed copy of this addendum acknowledgment sheet must be submitted with your bid package to verify your receipt of Addendum #2.

Addendum 2 acknowledgment (to be included in bid package):

Dated July 13, 2012

Bidder's Business Name JOHN F OTTO INC DBA OTTO CONSTRUCTION  
 By: \_\_\_\_\_  
 Bidder's Signature Dennis C Buskirk  
 Bidder's Name (Print) DENNIS BUSKIRK  
 Bidder's Title (Print) MANAGER / MONTEREY OPERATIONS

APPROVED FOR POSTING  
Brian Griffin, Project Specialist

\*\*\*End of Addendum 2\*\*