

## AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and Tombleson Incorporated, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is October 30, 2012.

THE COUNTY AND THE CONTRACTOR hereby agree as follows:

### ARTICLE 1. SCOPE OF WORK.

The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project: **ED EXTERIOR DOOR REPLACEMENT, 1441 CONSTITUTION BLVD. SALINAS CA 93906., Project No. 9600-28, Bid No. NMC-1003.** All work shall be completed in strict conformance with the plans, specifications, and working details prepared by Reel Grobman Associates Architects, and the provisions of the documents listed in Article 6 below, and to the satisfaction of the COUNTY.

### ARTICLE 2. TIME FOR START AND COMPLETION.

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall complete the bid work within the overall project duration of Thirty (30) calendar days as it pertains to CONTRACTOR's scope of work as defined by the contract documents. Additionally, CONTRACTOR shall coordinate their work with all other contractors whose work is affected by the scope of work defined in this Agreement. CONTRACTOR expressly agrees to provide appropriate labor, material and equipment in response to adjustments in the Project Schedule made by the Natividad Medical Center, Project Manager or his/her designee during the course of the project in order to maintain the required progress.

### ARTICLE 3. CONTRACT PRICE.

The COUNTY shall pay the CONTRACTOR as full consideration for the performance of the contract, subject to any additions or deductions as provided in the contract documents, the contract sum of Thirty Five Thousand and Eight Hundred and Seventy Five Dollars, (\$35,875.00).

### ARTICLE 4. LIQUIDATED DAMAGES.

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE COUNTY THE SUM SET FORTH IN THE SPECIAL CONDITIONS IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. THE CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES

DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS.

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT.

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Inviting Formal Bids
- Information for Bidders
- Bid, as accepted
- List of Subcontractors
- Noncollusion Affidavit
- Worker's Compensation certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Insurance Certificate
- General Conditions of Bid NMC-1003 Project Manual
- Special Conditions of Bid NMC-1003 Project Manual
- Specifications & Plans
- Working Details
- Project Addenda Nos. 1, 2, as issued.

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

CONTRACTOR:

Tombleson Incorporated  
(Name of Company)  
By: [Signature]  
Signature of Chair, President, or Vice-President  
Steve Locke - President  
Printed Name and Title  
Date: 10/8/12

By: [Signature]  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*  
Mike Locke - Secretary  
Printed Name and Title  
Date: 10/9/12

COUNTY OF MONTEREY:

By: [Signature]  
Name: Harry Weis  
Title: Natividad Medical Center CEO  
Dated: 9/27/12

APPROVE AS TO FISCAL TERMS

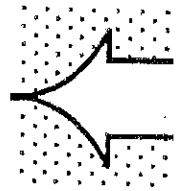
By: \_\_\_\_\_  
Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller  
Date: \_\_\_\_\_

APPROVE AS TO FORM

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: NMC Purchasing Manager  
Date: \_\_\_\_\_

APPROVE AS TO FORM & LEGALITY

By: \_\_\_\_\_  
Name: Stacy Saetta  
Title: Deputy County Counsel  
Date: \_\_\_\_\_



\*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 an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

**CONTRACTOR:**

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

\_\_\_\_\_  
Printed Name and Title

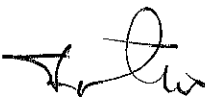
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*

\_\_\_\_\_  
Printed Name and Title

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

**COUNTY OF MONTEREY:**

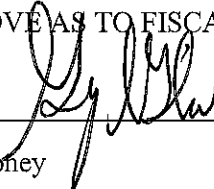
By:  \_\_\_\_\_

Name: Harry Weis

Title: Natividad Medical Center CEO

Dated: 9/25/12 \_\_\_\_\_

APPROVE AS TO FISCAL TERMS

By:  \_\_\_\_\_

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 10-8-12 \_\_\_\_\_

APPROVE AS TO FORM


By:  \_\_\_\_\_

Name: Jim Carr

Title: NMC Purchasing Manager

Date: 10-9-12 \_\_\_\_\_

APPROVE AS TO FORM & LEGALITY

By:  \_\_\_\_\_

Name: Stacy Saetta

Title: Deputy County Counsel

Date: Oct 2, 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 an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

**BID FORM**

**MONTEREY COUNTY BOARD OF SUPERVISORS**

MAILING ADDRESS P O BOX 1728 SALINAS CA 93902

PHYSICAL ADDRESS 168 W. ALISAL ST 1<sup>ST</sup> FLR SALINAS CA 93901

**PROJECT NO. 9600-28  
BID PACKAGE NO. NMC-1003**

**ED EXTERIOR DOOR REPLACEMENT  
1441 CONSTITUTION BLVD. SALINAS, CA 93906**

NAME OF BIDDER: Tombleson Incorporated

BUSINESS ADDRESS: P.O. Box 1388  
Salinas, CA 93902

TELEPHONE NUMBER: 831 422-9696

PLACE OF RESIDENCE: 651 S. Sanborn Road - Salinas, CA 93901

BID FORM

PROJECT NO. 9600-28  
BID PACKAGE NO. NMC-1003

ED EXTERIOR DOOR 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, and    , for the sum hereinafter stated (in the event of a discrepancy between the words and figures, the amount in words will govern):

BASE BID Thirty five thousand  
eight hundred seventy five & 00/100 — Dollars  
(\$ 35,875)

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

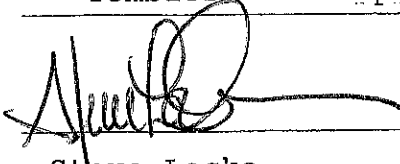


forfeited as damages and contract with the second lowest bidder.

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 August 30, 2012

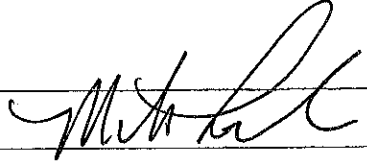
Bidder's Business Name Tombleson Incorporated

By 

Principal Signature Steve Locke

Principal Name (Print) Steve Locke

Principal's Title (Print) President

By 

Principal Signature Mike Locke

Principal Name (Print) Mike Locke

Principal Title (Print) Corporate Secretary

(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. 9600-28 BID PACKAGE NO. NMC-1003

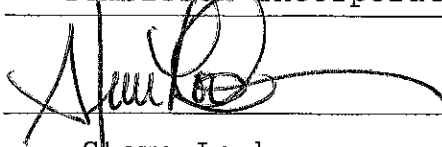
In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor 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 Tombleson Incorporated

By:



Print Name Steve Locke

Print Title President

Bidder's Business Name Tombleson Incorporated

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 <u>Include Full Mailing Address/Telephone/ Contact's E-mail Address</u>	(\$) Amount of Bid
AUTOMATIC SLIDING DOORS	Automatic Door System 272161 1/31/14	982 Terminal Way San Carlos, CA 94070 650 592-8282 natej@autodoorinc.com	30,476

(This form may be duplicated as necessary)

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

(Public Contract Code section 7106)

State of California )  
County of Monterey ) ss.

Mike Locke, being first duly sworn, deposes and says (1) that he or she is Corp Secretary of Tombleson Inc., 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: August 27, 2012

Bidder's Business Name: Tombleson Incorporated

By: 

Print Name: Mike Locke

Print Title: Corporate Secretary

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

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

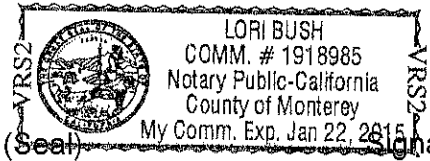
\_\_\_\_\_  
State of California

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

State of California  
County of Monterey

Subscribed and sworn to (or affirmed) before me on this 2th  
day of August, 2012, by Mike Becke

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

*Lori Bush*

**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: August 30, 2012

Bidder's Business Name: Tornbleson Inc.

By: 

Print Name: Steve Locke

Print Title: President

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

(Public Contract Code section 6101)

State of California            )  
  ) ss.  
County of Monterey        )

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.*

Mike Locke, being first duly sworn, deposes and says (1) that he or she is the Corp Secretary of Tombleson Inc., 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: August 27, 2012

Bidder's Business Name: Tombleson Incorporated

By: 

Print Name: Mike Locke

Print Title: Corporate Secretary

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

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

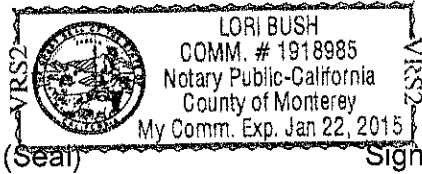
\_\_\_\_\_  
State of California

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

State of California  
County of Monterey

Subscribed and sworn to (or affirmed) before me on this 27th  
day of August, 2012, by Mike Locke

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



Signature

Lori Bush

**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):

Tombleson Incorporated will use individuals as required by its  
Collective Bargaining Agreement, local sources and from the listed  
subcontractors

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) August 30, 2012  
at (city/state) Salinas, CA 93902.

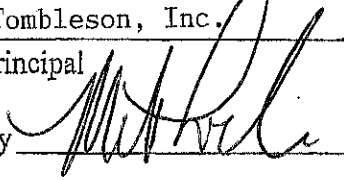
Tombleson Inc.  
Bidder's business name

Signature:   
Print Name: Steve Locke  
Title: President




IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 22nd day of August, 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)

Tombleson, Inc.  
Principal  
By   
Title Corporate Secretary

(Corporate Seal)

Fidelity And Deposit Company of Maryland  
Surety  
By   
Title Virginia Erickson, 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.

S

ALL-PURPOSE ACKNOWLEDGMENT

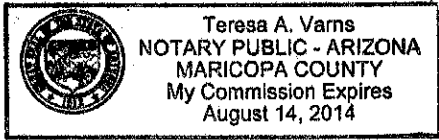
State of Arizona

County of Maricopa

On 8/22/2012 before me, Teresa A Varns,  
Date NAME, TITLE OF OFFICER, "JANE DOE, NOTARY PUBLIC"

personally appeared Virginia Erickson  
NAME(S) OF SIGNER(S)

personally known to me and 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.



WITNESS my hand and official seal,

Teresa A. Varns  
SIGNATURE OF NOTARY

OPTIONAL

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

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p>TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S)      <input type="checkbox"/> LIMITED</p> <p>                                  <input type="checkbox"/> GENERAL</p> <p>X ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <hr/> <p><b>SIGNER IS REPRESENTING:</b></p> <p>NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>Surety Bond</p> <hr/> <p>TITLE OR TYPE OF DOCUMENT</p> <hr/> <p>NUMBER OF PAGES</p> <hr/> <p>DATE OF DOCUMENT</p> <hr/> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p> <hr/>
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**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Virginia ERICKSON, of Phoenix, Arizona**, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of May, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

By: \_\_\_\_\_

*Assistant Secretary  
Eric D. Barnes*

*Thomas O. McClellen*

*Vice President  
Thomas O. McClellen*

State of Maryland  
City of Baltimore

On this 25th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**ACKNOWLEDGMENT**

State of California  
County of Monterey )

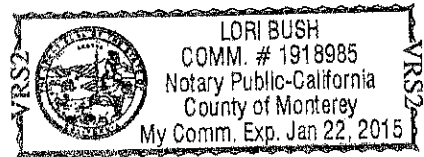
On 8-27-12 before me, Lori Bush, Notary Public  
(insert name and title of the officer)

personally appeared Mike Hoeka  
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.

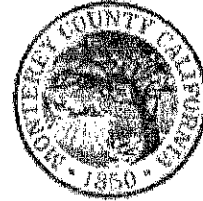
WITNESS my hand and official seal.

Signature Lori Bush (Seal)



 **Natividad** MEDICAL CENTER

CONTRACTS/PURCHASING  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906



**DATE:** August 20, 2012

**PROJECT:** 9600-28 BID NO. NMC-1003  
**ED EXTERIOR DOOR REPLACEMENT**  
1441 CONSTITUTION BLVD. SALINAS, CA 93906

**TO:** ALL INTERESTED BIDDERS

**SUBJECT:** ADDENDUM #1

**ADDENDUM #1 IS BEING ISSUED TO ADVISE OF THE FOLLOWING:**

- **PROJECT MANUAL SECTION UPDATE:**  
Automatic Door Supplementation Information – See Attached Automatic Door Specifications

Addendum 1 acknowledgment (this acknowledgment page is to be included in bid package):

Dated August 30, 2012

Bidder's Business Name Tombleson Incorporated

By

Bidder's Signature  \_\_\_\_\_

Bidder's Name (Print) Steve Locke

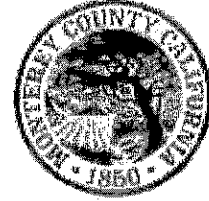
Bidder's Title (Print) President

APPROVED FOR POSTING

Brian Griffin  
Project Specialist  
Natividad Medical Center

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





DATE: August 24, 2012

PROJECT: 9600-28 BID NO. NMC-1003  
ED EXTERIOR DOOR REPLACEMENT  
1441 CONSTITUTION BLVD. SALINAS CA 93906

TO: ALL INTERESTED PARTIES/BIDDERS

SUBJECT: ADDENDUM #2

Addendum #2 is being issued to advise that the question period ended on noon, August 23<sup>rd</sup>, and to provide answers to questions received:

Questions & Answers

- **Are the existing doors connected to the fire alarm and/or security systems?**  
No, the doors are not connected to a fire alarm or security system.
- **Will disconnecting the existing doors from their power source affect the building fire alarm or security systems? If so, provide all necessary information and responsibility for panel re-programming etc.**  
No, disconnecting the power source will not affect the building fire alarm or security system.
- **What is the new doors "sequence of operation"?**  
Automatic sliding doors shall be powered by means of an electric DC motor with revolution count motor circuit card and mechanical direct drive gear assembly, transmitted to the active leaf/leaves by a reinforced tooth drive belt connected by the direct tooth belt coupler. Activation controls and hold-open devices to consist of a doorway monitoring system to control door opening, closing, and hold-open functions by dual hold open beams and deep zone concealed threshold presence detection shall send a signal to power or maintain the door(s) to the open position. This presence-sensing system will be mounted on both sides of the door package covering a zone of 36" to 42" out from the face of the door for a total of 72" to 84" of presence sensing. This system shall monitor the complete door opening width and must stay on through the opening, hold open, and closing sequence of the doors. Presence-sensing devices must be mounted and concealed inside the header and continually stay on and cover an area of up to at least three feet from the face of the door on both sides. The automatic door will activate by motion-sensing device mounted and concealed inside structural header. The microprocessor will encompass an additional integrated sensing device that shall automatically reverse the door(s), should an obstruction be encountered during the closing cycle, returning the door(s) to the full open position. The next full cycle after an obstruction has been encountered will be at regular speed, approximately 1" prior to obstacle, then reduces to "slow scan mode" to search for the obstruction. Once the door has completed its closing cycle with no further obstructions, the door will operate at its normal

operating speed. The opening cycle shall be stopped by means of a continuous communication between the motor, motor card, and microprocessor at the appropriate time the microprocessor-generated signal that electronically reduces or increases voltage to the motor. This will ensure continuous smooth positive operation of the doors throughout the complete opening and closing speeds until the door encounters the mechanical stop. The door(s) shall return closed at a reduced speed until they encounter an additional signal from microprocessor at which point the speed shall be further reduced, slowing the doors, to a creep speed until they reach the fully closed position. In the event of power outage, the doors shall have break-away function in direction of egress.

• **Are other door manufacturers acceptable, such as Horton?**

Natividad Medical Center has specified Gildor as a 'basis of design' product specifically because this product has a preferred standard of quality. If another door manufacturer is quoted it is required to be an equal equivalent as specified in the Automatic Door Specification issued in Addendum 1. In order to demonstrate that the product is an 'or equal' the bidding contractor shall be required to provide the following documentation for the owner's review and approval prior to submitting the product as part of a bid:

- a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

**ADDENDUM 1 ACKNOWLEDGMENT**

Acknowledgment sheet is to be included in bid package

Dated August 30, 2012

Bidder's Business Name Tombleson Incorporated

By

Bidder's Signature  \_\_\_\_\_

Bidder's Name (*Print*) Steve Locke

Bidder's Title (*Print*) President

**APPROVED FOR POSTING**  
Brian Griffin, Project Specialist  
Natividad Medical Center

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

**Tombleson**

Incorporated

Phone 831-422-9696 Fax 831-422-0566  
P.O. Box 1388 Salinas, CA 93902

RECEIVED  
MONTEREY BOARD

2012 AUG 30 PM 2:23

CLERK OF THE BOARD

DA DEPUTY

Bid Documents  
Exterior Door Replace

County of Monterey  
Clerk of the Board  
168 W Alisal 1st Floor  
Salinas, CA 93901

TIME: 2:30  
DATE: 8/30/12  
LICENSE: 126454  
PHONE: 422-9696

**PAYMENT BOND**  
(Civil Code section 3248)

Bond No.9045860

Premium listed on Performance Bond

WHEREAS, the County of Monterey has awarded to Principal,

Tombleson, Inc.

as Contractor, a contract for the following project:

**ED EXTERIOR DOOR REPLACEMENT, PROJECT NO. 9600-28, BID PACKAGE NO. NMC-1003; and**

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Tombleson, Inc.

as Principal, and Fidelity and Deposit Company of Maryland

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 3181 in the penal sum of Thirty Five Thousand Eight Hundred Seventy Five & 00/100 Dollars (\$ 35,875.00), 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 Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 3181 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

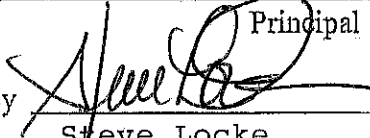
Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does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


This bond inures to the benefit of any of the persons named in Civil Code section 3181, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 3247 et seq. (Civil Code, Division 3, Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this 30th day of October, 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)

Tombleson, Inc.  
\_\_\_\_\_  
Principal  
By   
\_\_\_\_\_  
Steve Locke  
Title President  
\_\_\_\_\_

(Corporate Seal)

Fidelity and Deposit Company of Maryland  
\_\_\_\_\_  
Surety  
By   
\_\_\_\_\_  
Title Mark Richardson, Attorney-in-Fact  
\_\_\_\_\_

Attach: 1) Copy of authorization for signature for Principal, and 2) 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.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

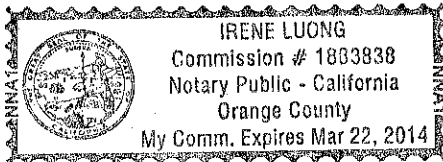
STATE OF CALIFORNIA

County of Orange }

On 10/5/12 before me, Irene Luong, Notary Public  
Date Here, Insert Name and Title of the Officer

personally appeared Mark Richardson  
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.



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
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: \_\_\_\_\_

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

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Mark Richardson

- 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: \_\_\_\_\_

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: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of California  
County of Monterey )

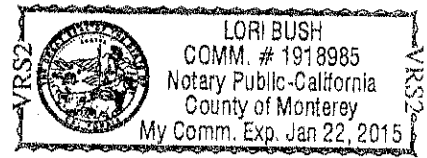
On 10-9-12 before me, Lori Bush, Notary Public  
(insert name and title of the officer)

personally appeared Steve Focke,  
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 Lori Bush (Seal)





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Eric LOWEY, Mark RICHARDSON and Stephanie HOANG, all of Costa Mesa, California, EACH** 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: and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

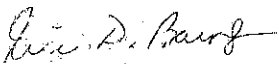
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

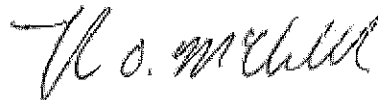
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of September, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



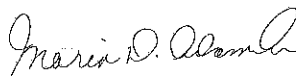
By:   
*Assistant Secretary*  
*Eric D. Barnes*

  
*Vice President*  
*Thomas O. McClellen*

State of Maryland  
City of Baltimore

On this 5th day of September, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

