

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No. A-12007; Construction No. 2011-005**

- a. Award a contract to MCM Construction, Inc., the )  
lowest responsible base bidder, for the Lonoak Road )  
Bridge at Lewis Creek Replacement Project, Bridge )  
No. 402, Federal Aid Project No. BRLOZB-5944 )  
(035), Project No. 11-220565; in the total amount of )  
\$1,499,999; )
- b. Approve the Performance and Payment Bonds )  
executed and provided by MCM Construction, Inc.; )
- c. Authorize a contingency (not to exceed 10% of the )  
Contract amount) to provide funding for approved )  
contract change orders; and )
- d. Authorize the Director of Public Works to execute )  
the contract and subject to the terms of the Public )  
Contract Code, approve change orders to the )  
contract that do not exceed 10% of the original )  
contract amount and do not significantly change the )  
scope of work..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

- a. Awarded a contract to MCM Construction, Inc., the lowest responsible base bidder, for the Lonoak Road Bridge at Lewis Creek Replacement Project, Bridge No. 402, Federal Aid Project No. BRLOZB-5944 (035), Project No. 11-220565; in the total amount of \$1,499,999;
- b. Approved the Performance and Payment Bonds executed and provided by MCM Construction, Inc.;
- c. Authorized a contingency (not to exceed 10% of the Contract amount) to provide funding for approved contract change orders; and
- d. Authorized the Director of Public Works to execute the contract and subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed 10% of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 14<sup>th</sup> day of June, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

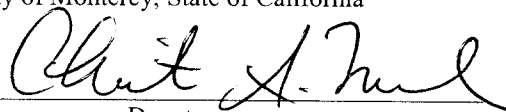
Dated: June 20, 2011

Revised: July 7, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By

Deputy



CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

CONTRACT NO. 11-220565

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and MCM CONSTRUCTION, INC., hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

LONOAK ROAD BRIDGE  
AT LEWIS CREEK  
COUNTY BRIDGE NO. 402, STATE BRIDGE NO. 44C-0158

PROJECT NO. 11-220565  
STATE PROJECT NO. NO. EA 05-927094L  
FEDERAL AID PROJECT NO. BRLOZB-5944 (035)

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications, dated July 2002 and the Standard Specifications dated May 2006 with Amendments issue date 11-30-10 were referenced; and the Standard Plans, dated July 2002 and May 2006 of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:  

LONOAK ROAD BRIDGE AT LEWIS CREEK,  
STATE BRIDGE NO. (44C-0158) 44C-0179, COUNTY BR. NO. 402  
  
FEDERAL-AID PROJECT NO. BRLOZB-5944 (035)  
PROJECT NO. 11-220565
- (c) The Special Provisions for the work.
- (d) The Notice to Bidders calling for bids.
- (e) The Payment and Performance bonds required.

- (f) Local Agency Bidder – DBE information, Exhibit 15-G(2)
- (g) Certificate of Insurance.
- (h) The accepted bid/proposal including the following:

(1)	List of Subcontractors
(2)	Equal Employment Opportunity Certification
(3)	Public Contract Code
	Section 10285.1 Statement
	Section 10162 Questionnaire
	Section 10232 Statement
(4)	Non-Collusion Affidavit
(5)	Debarment and Suspension Certification
(6)	Non-Lobbying Certification for Federal Aid Contracts
(7)	Disclosure of Lobbying Activities
(8)	Statement Concerning Employment of Undocumented Aliens
(9)	Contractor's Certificate as to Worker's Compensation
(10)	List of Satisfied Public Agencies
(11)	Bidder's Bond
(12)	Bidder's List
(13)	Local Agency Bidder – UDBE Commitment, Exhibit 15-G(1)
(14)	UDBE Information – Good Faith Efforts, Exhibit 15-H

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

## 2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

## 3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

LONOAK ROAD BRIDGE  
AT LEWIS CREEK  
COUNTY BRIDGE NO. 402, STATE BRIDGE NO. 44C-0158

PROJECT NO. 11-220565  
STATE PROJECT NO. EA 05-927094L  
FEDERAL AID PROJECT NO. BRLOZB-5944 (035)

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
1	066072	Maintain Detour	LS	1	\$5,000.00	\$5,000.00

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
2	066105	Resident Engineer's Office	LS	1	\$35,000.00	\$35,000.00
3	070010	Project Schedule (Critical Path Method)	LS	1	\$5,000.00	\$5,000.00
4	071302	Temporary Fence (Type BW)	m	200	\$25.00	\$5,000.00
5	071325	Temporary Fence (Type ESA)	m	75	\$20.00	\$1,500.00
6	073031	900 mm Temporary Culvert	m	100	\$100.00	\$10,000.00
7	073031A	900 mm Temporary Flared End Section	EA	8	\$400.00	\$3,200.00
8	074019	Prepare Storm Water Pollution Prevention Program (S)	LS	1	\$1,200.00	\$1,200.00
9	074020	Water Pollution Control	LS	1	\$10,000.00	\$10,000.00
10	120090	Construction Area Signs	LS	1	\$3,000.00	\$3,000.00
11	120100	Traffic Control System	LS	1	\$12,000.00	\$12,000.00
12	129000	Temporary Railing (Type K)	m	50	\$150.00	\$7,500.00
13	129100	Temporary Crash Cushion Module	EA	22	\$350.00	\$7,700.00
14	150605	Remove Fence	m	325	\$8.00	\$2,600.00
15	151554	Install (Salvaged) Gate with Posts	EA	3	\$1,400.00	\$4,200.00
16	152386	Relocate Roadside Sign – One Post	EA	2	\$250.00	\$500.00
17	152423	Adjust Monument to Grade	EA	2	\$600.00	\$1,200.00
18	153103	Cold Plane AC Pavement (60 mm)	m2	15	\$250.00	\$3,750.00
19	157550	Bridge Removal	LS	1	\$45,000.00	\$45,000.00
20	160101	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
21	170101	Develop Water Supply	LS	1	\$10,000.00	\$10,000.00
22	190101	Roadway Excavation (F)	m3	850	\$25.00	\$21,250.00
23	190136	Roadway Excavation (Detour) (F)	m3	315	\$85.00	\$26,775.00
24	192003	Structure Excavation (Bridge) (F)	m3	207	\$50.00	\$10,350.00
25	192020	Structure Excavation (Type D) (F)	m3	7	\$120.00	\$840.00
26	193003	Structure Backfill (Bridge) (F)	m3	115	\$125.00	\$14,375.00
27	198001	Import Borrow (Detour)	m3	440	\$85.00	\$37,400.00

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
28	203016A	Erosion Control (Type D-Seed Mix #1) (S)	m2	700	\$3.00	\$2,100.00
29	203016B	Erosion Control (Type D-Seed Mix #2) (S)	m2	3,300	\$3.00	\$9,900.00
30	208252A	38 mm Plastic Pipe (PR 200) (Supply Line)	m	30	\$120.00	\$3,600.00
31	208751A	102 mm Galvanized Steel Pipe Conduit	m	15	\$150.00	\$2,250.00
32	220101	Finish Roadway	LS	1	\$5,000.00	\$5,000.00
33	260200A	Detour Baserock	m3	460	\$85.00	\$39,100.00
34	260201	Aggregate Base (Class 2)	m3	910	\$70.00	\$63,700.00
35	390102	Hot Mix Asphalt (Type A)	tn	610	\$140.00	\$85,400.00
36	393001	Pavement Reinforcing Fabric	m2	13	\$25.00	\$325.00
37	490663	1.5 m Cast-In-Drilled Hole Concrete Piling (S)	m	30	\$4,900.00	\$147,000.00
38	490696	Furnish Piling (Class 900) (P)	m	360	\$165.00	\$59,400.00
39	490697	Drive Pile (Class 900)	EA	24	\$2,200.00	\$52,800.00
40	500001	Prestressing Cast-In-Place Concrete (S)	LS	1	\$25,000.00	\$25,000.00
41	510051	Structural Concrete, Bridge Footing	m3	26	\$430.00	\$11,180.00
42	510053	Structural Concrete, Bridge	m3	280	\$1,167.00	\$326,760.00
43	519129A	Joint Seal Assembly (Type B MR=50 mm)	m	21	\$250.00	\$5,250.00
44	520102	Bar Reinforcing Steel (Bridge) (P)(S)	kg	63,000	\$1.80	\$113,400.00
45	566011	Roadside Sign-One Post	EA	8	\$400.00	\$3,200.00
46	721007	RSP 220 kg (1/4 Ton) (Method B)	m3	125	\$93.00	\$11,625.00
47	729010	Rock Slope Protection Fabric	m2	250	\$2.00	\$500.00
48	731507	Minor Concrete (Gutter Depression)	m3	1.6	\$2,200.00	\$3,520.00
49	750501	Miscellaneous Metal (Bridge)	kg	66	\$20.00	\$1,320.00
50	800002	Fence (Type BW, Wood Post)	m	270	\$33.00	\$8,910.00
51	800701	Reconstruct Pipe Fence	m	20	\$330.00	\$6,600.00
52	810110	Survey Monument	EA	2	\$1,400.00	\$2,800.00
53	820118	Guard Railing Delineator	EA	4	\$140.00	\$560.00

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
54	820152	Object Marker (Type L-2 CA)	EA	4	\$130.00	\$520.00
55	832003	Metal Beam Guard Railing (Wood Post) (S)	m	31	\$75.00	\$2,325.00
56	839565	Terminal System (Type SRT) (S)	EA	4	\$2,400.00	\$9,600.00
57	839720	Concrete Barrier (Type 732)	m	112	\$340.00	\$38,080.00
58	840561	100 mm Thermoplastic Traffic Stripe (S)	m	1,414	\$2.00	\$2,828.00
59	840656	Paint Traffic Stripe (2-Coat)	m	186	\$4.00	\$744.00
60	850111	Pavement Marker (Retroreflective) (S)	EA	110	\$6.00	\$660.00
61	860791A	(4) 102 mm Direct Buried Utility Conduit (at&t)	m	50	\$85.00	\$4,250.00
62	860792A	102 mm Utility Conduit in bridge (at&t)	m	47	\$100.00	\$4,700.00
63	994629	Relocate Building (Barn)	LS	1	\$1,000.00	\$1,000.00
64	999990	Mobilization (10%)	LS	1	\$149,752.00	\$149,752.00
(P) – Denotes Partial Pay Item (F) – Denotes Final Pay Item (S) – Denotes Specialty Item			<b>TOTAL BID</b>			<b>\$1,499,999.00</b>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

**CONTRACTOR:**

MCM CONSTRUCTION, INC.

(Name of Company)

By: 

Name: EDMUNDO A. PUCHI

Title: TREASURER

Date: APRIL 28, 2011

**COUNTY OF MONTEREY:**

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

Name: Yazdan T. Emrani, P.E.

Title: Director of Public Works

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

APPROVE AS TO FORM

By: 

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: 5-27-11

APPROVE AS TO INDEMNITY/

INSURANCE LANGUAGE  
RISK MANAGEMENT

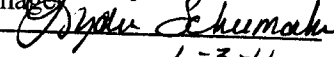
By: \_\_\_\_\_

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

INSURANCE LANGUAGE

Title: Risk Manager

By: 

Date: 6-3-11

## CERTIFICATE OF AUTHORITY

I, EDMUNDO A. PUCHI, Treasurer, General Counsel and Assistant Secretary of MCM Construction, Inc. hereby certify that the company is a corporation duly organized pursuant to and under the laws of the State of California. The Company was first incorporated in 1973 and is in good standing in this State.

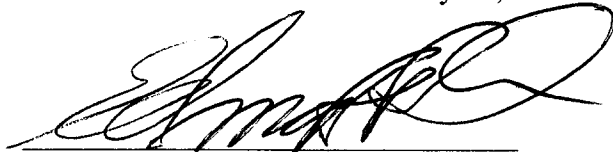
I further attest that the following persons are officers of the Corporation:

James A. Carter	President
Harry D. McGovern	Vice President, General Manager and Secretary
Edmundo A. Puchi	Treasurer, General Counsel and Assistant Secretary
James R. Coppini	Assistant Secretary

I further attest that the President, Vice President and Treasurer of the Corporation, are authorized to execute all documents necessary to bind the Corporation to any bid, contract or similar offer or obligation.

I certify under penalty of perjury that the above statements are true and correct as reflected in the Corporation's records of Corporate acts and resolutions.

Executed this date of May 27, 2011 at North Highlands, California.



EDMUNDO A. PUCHI  
Treasurer, General Counsel and Assistant Secretary





COUNTY OF MONTEREY  
PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, M.C.M. Construction, Inc., as Contractor, a contract for the following project:

LONOAK ROAD BRIDGE  
AT LEWIS CREEK  
COUNTY BRIDGE NO. 402, STATE BRIDGE NO. 44C-0158

BOND #105471528  
Premium: \$6,750.00

PROJECT NO. 11-220565  
STATE PROJECT NO. EA 05-927094L  
FEDERAL AID PROJECT NO. BRLOZB-5944 (035)

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we M.C.M. Construction, Inc., 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 One Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Nine & 00/100s--- (\$1,499,999.00), 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 the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or 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.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms or conditions, or

- (2) Obtain a bid or bids for submission to County of Monterey for completing the contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's 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 27th day of April, 2011, 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)

M.C.M. Construction, Inc.

Principal

By 

Name and Title EDMUNDO A. PUCHI, TREASURER

(Corporate Seal)

Travelers Casualty and Surety Company of America  
Surety

By 

Name and Title Jean L. Neu  
Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

## ACKNOWLEDGMENT

State of California

County of Santa Clara )

On April 27, 2011 before me, Erin Bautista, Notary Public  
(insert name and title of the officer)

personally appeared Jean L. Neu,  
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.

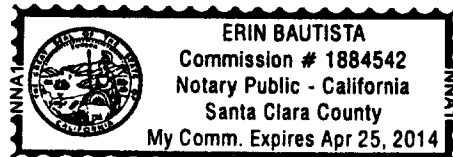
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Erin Bautista*

(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. 223488

Certificate No. 004157516

**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

Bryan D. Martin, Bradley N. Wright, Jean L. Neu, Erin Bautista, and Frances Murphy

of the City of San Jose, 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 11th day of April, 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: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 11th day of April, 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, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On April 28, 2011 before me, Christine Golden, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Edmundo A. Puchi

Name(s) of Signer(s)

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

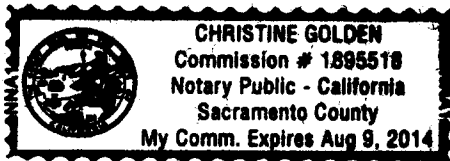
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: April 27, 2011

Number of Pages: 2

Signer(s) Other Than Named Above: None

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

Signer's Name: Edmundo A. Puchi

- ☐ Individual  
☒ Corporate Officer — Title(s): Treasurer  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
MCM Construction, Inc.

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

COUNTY OF MONTEREY  
PAYMENT BOND  
(Civil Code Section 3249)

BOND #105471528  
Premium: Incl. in  
Performance Bond

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

LONOAK ROAD BRIDGE  
AT LEWIS CREEK  
COUNTY BRIDGE NO. 402, STATE BRIDGE NO. 44C-0158

PROJECT NO. 11-220565  
STATE PROJECT NO. EA 05-927094L  
FEDERAL AID PROJECT NO. BRLOZB-5944 (035)

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 M.C.M. Construction, Inc., 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"), and to the persons named in California Civil Code section 3181 in the penal sum of One Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Nine & 00/100s--- (\$1,499,999.00) 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 the 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 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 there under, 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 suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's 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 WHERE OF the above-bounden parties have executed this instrument under their several seals this 27th day of April, 20 11, 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)

M.C.M. Construction, Inc.

Principal

By 

EDMUNDO A. PUCHI, TREASURER  
Name and Title

(Corporate Seal)

Travelers Casualty and Surety Company of America  
Surety

By 

Jean L. Neu  
Name and Title  
Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

## ACKNOWLEDGMENT

State of California  
County of Santa Clara

On April 27, 2011 before me, Erin Bautista, Notary Public  
(insert name and title of the officer)

personally appeared Jean L. Neu,  
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.

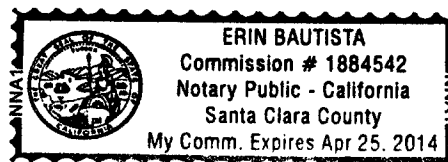
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Erin Bautista*

(Seal)





**TRAVELERS** **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. 223488

Certificate No. 004157517

**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

Bryan D. Martin, Bradley N. Wright, Jean L. Neu, Erin Bautista, and Frances Murphy

of the City of San Jose, 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 11th day of April, 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.

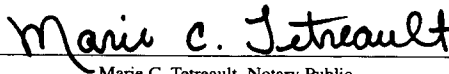
By: 

George W. Thompson, Senior Vice President

On this the 11th day of April, 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, 2011.



  
 Marie C. Tetreault, Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On April 28, 2011 before me, Christine Golden, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Edmundo A. Puchi

Name(s) of Signer(s)

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

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

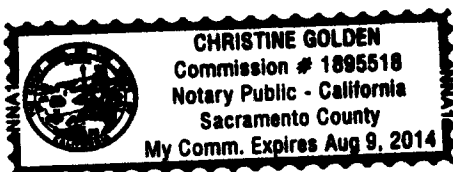
WITNESS my hand and official seal.

Signature

Christine Golden

Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: April 27, 2011

Number of Pages: 2

Signer(s) Other Than Named Above: None

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

Signer's Name: Edmundo A. Puchi

- ☐ Individual  
☒ Corporate Officer — Title(s): Treasurer  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
MCM Construction, Inc.

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here