



Public Works Agency  
Alameda County

*Daniel Woldesenbet, Ph.D, P.E, Director*

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • [www.acgov.org/pwa](http://www.acgov.org/pwa)

July 19, 2016

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT:** ACCEPT BID AND AWARD PROCUREMENT CONTRACT NO. 14065 TO MCK SERVICES, INC., FOR THE RESURFACING OF VARIOUS ROADWAYS IN CASTRO VALLEY, ALAMEDA COUNTY, CALIFORNIA; SPECIFICATION NO. 2300; IN THE AMOUNT OF \$1,844,120.00

**RECOMMENDATION:**

That your Honorable Board:

1. Accept the bid and award Procurement Contract No. 14065 to MCK Services, Inc., (Principal: Mark Hazen, President; Location: Martinez) in the amount of \$1,844,120.00, based on the unit prices stated in its bid proposal for the project, the Resurfacing of Various Roadways in Castro Valley, Alameda County, California; Specification No. 2300;
2. Authorize the President of the Board to sign said contract upon review by County Counsel, said work to be completed within sixty (60) working days from the receipt of the Notice to Proceed; and
3. Approve the encumbrance of an additional \$184,412.00 as a Supplemental Work Allowance (SWA) for a total encumbered amount of \$2,028,532.00 for the project, and authorize the Director of Public Works to approve contract changes as necessary against the SWA.

**SUMMARY/DISCUSSION:**

Your Board previously approved this project for advertisement on 4/19/16. The project consists, in general, of providing traffic control and construction area signs; providing and implementing water pollution control plan; asphalt concrete base failure repair; sealing cracks; key cut and milling; adjusting manholes to match the road surface; installing vehicle detector loops; striping; and asphalt concrete resurfacing and cleaning of the site at the end of the job.

Honorable Board of Supervisors  
July 19, 2016

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**SELECTION CRITERIA AND PROCESS:**

*The project was advertised in accordance with established Construction Outreach Program procedures, which include:*

- *Advertisement in seven (7) general publications and eight (8) trade or minority publications;*
- *Posting of contract documents in 23 Plan Rooms and/or trade organizations;*
- *Two pre-bid conferences were held for interested contractors, with attendance at one of the conferences required for all general contractors, and encouraged for subcontractors. The conferences were attended by a total of six (6) contractors;*

*On 6/14/16, five (5) bids were received and opened. Table 1 shows an abstract of the bids received. The bids will be forwarded to you under separate cover.*

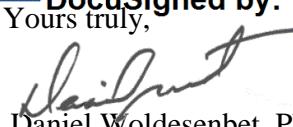
**Table 1: Abstract of Bids**

<b>Contractor</b>	<b>Location</b>	<b>MBE Participation (15% Goal)</b>	<b>WBE Participation (5% Goal)</b>	<b>Bid Amount</b>
MCK Services, Inc.	Concord	14.80%	4.84%	\$1,844,120.00
DeSilva Gates Construction	Dublin	15.37%	3.47%	\$1,881,222.00
Ghilotti Construction Co., Inc.	Santa Rosa	15.35%	0.50%	\$1,888,983.50
Goodfellow Top Grade	Livermore	6.35%	4.42%	\$1,945,365.00
G. Bortolotto & Co., Inc.	San Carlos	8.10%	5.25%	\$2,222,222.22

*The bids were reviewed by Public Works Agency staff and found to be in order. The low bidder, MCK Services, Inc., has complied with the County's Construction Compliance Program, achieving 14.80% MBE and 4.84% WBE participation, with documentation of its good faith efforts. It is recommended that the contract be awarded to MCK Services. The prime contractor and its subcontractors will be required to utilize the County's Compliance System to ensure labor and business utilization compliance.*

**FINANCING:**

The funds for this project are budgeted and available in the FY 16-17 Road Department Budget, ORG Nos. 270401 and 270402, Account 610290, (Professional & Specialized Services - Construction). There will be no impact on the General Fund.

DocuSigned by:  
Yours truly,  
  
Daniel Woldeisenbet, Ph.D., P.E.  
DirEd817E5F3ED467...

DW/ja

c: Auditor-Controller's Office  
Clerk of the Board  
County Counsel  
MCK Services, Inc.

The County of Alameda, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter called COUNTY, and MCK Services, Inc., hereinafter called CONTRACTOR, hereby agree as follows:

1. It has been determined by the Board of Supervisors of COUNTY that it is necessary to secure all labor, material, equipment, mechanical workmanship, transportation and services for accomplishment of the project described as follows:

**THE RESURFACING OF PORTIONS OF VARIOUS ROADWAYS IN CASTRO VALLEY,  
ALAMEDA COUNTY, CALIFORNIA**

2. The plans, specifications, and CONTRACTOR'S bid proposal for the total bid price of \$1,844,120.00 said figure for the purpose of comparing bids only, exact payment for the job to be based on the unit prices, as stated in CONTRACTOR'S bid proposal, submitted June 14, 2016 for the aforesaid project, now on file in the office of the Clerk of the Board of Supervisors and the Construction Department, Public Works Agency, are hereby referred to as a more definite and distinct description of the work to be performed under this contract, and are hereby made a part of this contract the same as though fully set forth herein.

3. CONTRACTOR agrees and contracts with COUNTY to commence and complete the work of the aforesaid project in a skillful and substantial manner to the satisfaction of COUNTY in accordance with the plans and specifications for the project at the prices as set forth in CONTRACTOR'S bid proposal and within the time limit established by the contract specifications.

4. CONTRACTOR agrees that said CONTRACTOR and all pertinent subcontractors employed on the project will pay all employees involved in the work not less than the prevailing rate of per diem wages for the day, legal holiday, and overtime work as set forth within the appropriate General Prevailing Wage Determinations made by the Director of Industrial Relations, State of California, in accordance with Section 1770 of the Labor Code of the State of California. Said wage determinations are on file with the Director of Public Works, County of Alameda.

5. Sections 1775, 1776, and 1777.5 of the Labor Code apply to this contract. Section 1775 covers penalties to be assessed CONTRACTOR for failure to pay prevailing wage rates; Section 1776 sets forth the responsibility of CONTRACTOR to insure maintenance of accurate payroll records for both CONTRACTOR and any pertinent subcontractors; Section 1777.5 covers the employment of properly registered apprentices, and places the responsibility for compliance with this Section with CONTRACTOR for all apprenticeable occupations.

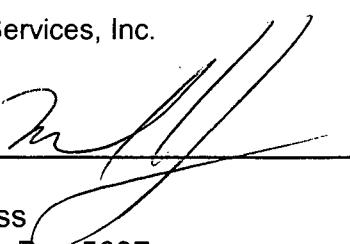
6. In accordance with Part 7, Chapter 1, Article 3 of the Labor Code, (a) eight hours labor constitutes a legal day's work; (b) work performed by employees of CONTRACTOR or pertinent subcontractors in excess of eight hours per day, and forty hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at a rate not less than one and one-half times the basic rate of pay; and (c) CONTRACTOR shall pay twenty-five dollars (\$25.00) each calendar day to COUNTY for each worker employed in the execution of the contract by CONTRACTOR or by any pertinent subcontractor where such worker or workers are required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of said Article 3 of the Labor Code.

7. In accordance with Section 1861 of the Labor Code, CONTRACTOR hereby furnishes the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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."

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officers as of the date set forth below.

Date: AUG 17 2016

MCK Services, Inc.

By: 

Address

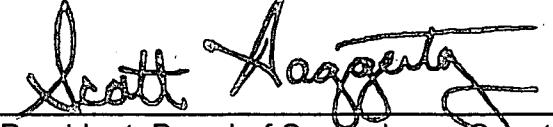
P.O. Box 5697  
Concord, CA 94524

Phone: (925) 957-9200  
Fax: (925) 957-9292

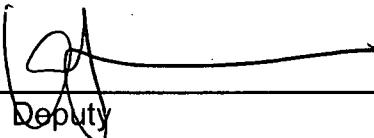
License #: 783116  
Classification: A, C-12, C-32

Taxpayer ID#: 68-0403201

COUNTY OF ALAMEDA

By:   
President, Board of Supervisors, County  
of Alameda, State of California

Approved as to Form  
Donna Ziegler, County Counsel

BY: 

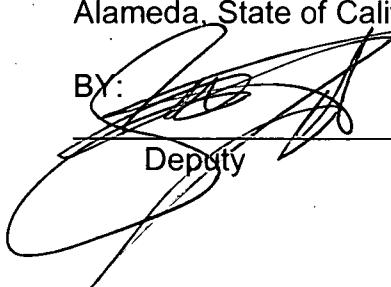
Deputy

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on August 2, 2016; and that a copy has been delivered to the President as provided by Government Code Section 25103.

ATTEST:

Date: AUG 17 2016

Clerk of the Board of Supervisors, County of  
Alameda, State of California

BY: 

Deputy

## ACKNOWLEDGMENT

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

State of California  
County of Contra Costa )

On August 11, 2016 before me, David A Praklet II, Notary Public  
(insert name and title of the officer)

personally appeared Mark Hazen,  
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.

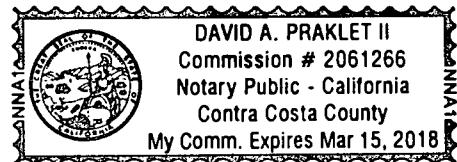
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Bond: 9217756

Premium \$8,218.60 is for the contract term and is subject to adjustment based on final contract price

Project No. 2300

Contract No. C-14065

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MCK Services, Inc. as Principal, and Fidelity and Deposit Company of Maryland a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Alameda in the sum ONE MILLION, EIGHT HUNDRED FORTY FOUR THOUSAND, ONE HUNDRED TWENTY AND 00/100 DOLLARS (\$1,844,120.00) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Alameda, 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 whereas the Principal entered into a contract with the said County of Alameda, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**THE RESURFACING OF PORTIONS OF VARIOUS ROADWAYS IN CASTRO VALLEY,  
ALAMEDA COUNTY, CALIFORNIA**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract, and if the Principal shall satisfy all claims and demands incurred under the said contract, and shall fully indemnify and save harmless the County of Alameda from all costs and damages which said County may suffer by reason of failure to do so, and shall reimburse and repay the County of Alameda all outlay and expense which the said County may incur in making good any default, then this obligation shall become null and void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect this obligation on this bond, and said Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this 10 day of August, 2016.

Fidelity and Deposit Company of Maryland

**SURETY**

By:

  
Aidan Smock, Attorney-in-Fact

MCK Services, Inc.

**PRINCIPAL**

By:



Surety Address: Zurich North America

525 Market Street, Suite 2900

Phone: San Francisco, CA 94105

415-538-7113

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. MCCLELLAN**, 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 **Richard HALLETT, Aidan SMOCK, Tim MCCLELLAN and Marta COLLETT, all of San Diego, 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: **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 19th day of August, A.D. 2015.

ATTEST:

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



By \_\_\_\_\_

*Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 19th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, 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, deposeth 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 9, 2019

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

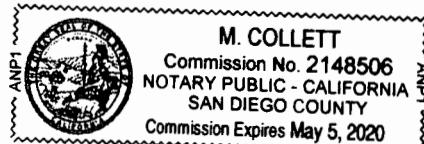
County of San Diego

On AUG 10 2016 before me, M. Collett, Notary Public,  
Date

Insert Name of Notary exactly as it appears on the official seal

personally appeared Aidan Smock

Name(s) of Signer(s)



Place Notary Seal Above

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 M. Collett  
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 the 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)

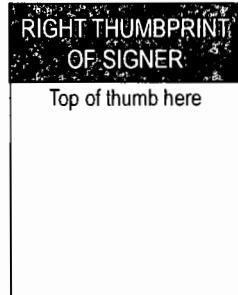
Signer's Name: \_\_\_\_\_

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



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

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



Signer is Representing:

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

Signer is Representing:

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

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this \_\_\_\_ day of \_\_\_\_ AUG 10 2016 \_\_\_\_.



Michael Bond, Vice President

## ACKNOWLEDGMENT

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

State of California  
County of Contra Costa )

On August 11, 2016 before me, David A Praklet II, Notary Public  
(insert name and title of the officer)

personally appeared Mark Hazen  
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.

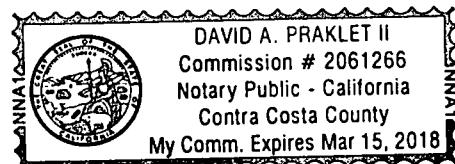
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Bond: 9217756

Premium included in performance bond  
Project No. 2300

Contract No. C-14065

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MCK Services, Inc. as Principal, and  
Fidelity and Deposit Company of Maryland a

corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Alameda in the sum of ONE MILLION,EIGHT HUNDRED FORTY FOUR THOUSAND, ONE HUNDRED TWENTY AND 00/100 DOLLARS (\$1,844,120.00) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Alameda, 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 whereas the Principal entered into a contract with the said County of Alameda, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**THE RESURFACING OF PORTIONS OF VARIOUS ROADWAYS IN CASTRO VALLEY,  
ALAMEDA COUNTY, CALIFORNIA**

NOW, THEREFORE, if the Principal shall promptly make payment to all person, firms, subcontractors, corporation and/or others furnishing materials for or performing labor in the prosecution of the work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such work, all amounts that may become due under the Unemployment Insurance Act of California or to the Franchise Tax Board, and for all labor performed in connection with such work whether by subcontractor or otherwise, and all other requirements provided in Civil Code Section 3248 or other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this 10 day of August, 2016.

Fidelity and Deposit Company of Maryland  
SURETY

By: Aidan Smock

Aidan Smock, Attorney-in-Fact

Surety Address: Zurich North America

525 Market Street, Suite 2900  
San Francisco, CA 94105

Phone:  
415-538-7113

MCK Services, Inc.  
PRINCIPAL

By: Myself

**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. MCCLELLAN, 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 **Richard HALLETT, Aidan SMOCK, Tim MCCLELLAN and Marta COLLETT, all of San Diego, 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: **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 19th day of August, A.D. 2015.

ATTEST:

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



By: Eric D. Barnes

Secretary  
Eric D. Barnes

Thomas O. McClellan

Vice President  
Thomas O. McClellan

**State of Maryland  
County of Baltimore**

On this 19th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, 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, deposeth 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 9, 2019

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego

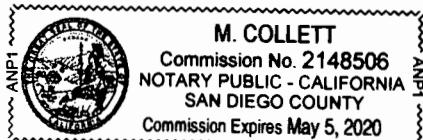
On AUG 10 2016 before me, M. Collett, Notary Public,  
Date

Insert Name of Notary exactly as it appears on the official seal

personally appeared Aidan Smock

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 M. Collett  
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 the 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: \_\_\_\_\_

Individual

Corporate Officer — Title(s): \_\_\_\_\_

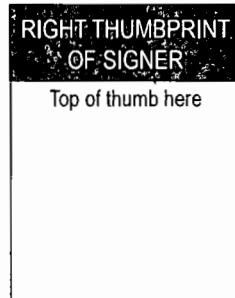
Partner  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Individual

Corporate Officer — Title(s): \_\_\_\_\_

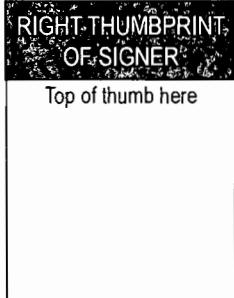
Partner  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

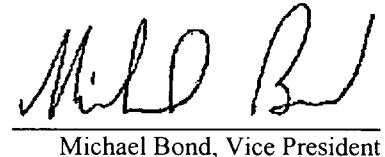
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this        day of AUG 10 2016, 20      .



Michael Bond, Vice President

## ACKNOWLEDGMENT

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

State of California  
County of Contra Costa)

On August 11, 2016 before me, David A Praklet II, Notary Public  
(insert name and title of the officer)

personally appeared Mark Hazen  
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.

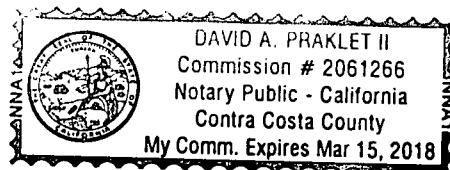
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## COUNTY OF ALAMEDA

## CONTRACT INFORMATION FORM

GSA USE ONLY

SIC CODE:

## I. TO BE COMPLETED BY ALAMEDA COUNTY

1. Contract Number <u>C-14065</u>	2. Department Name & Number <u>ENGINEERING &amp; CONSTRUCTION - CONTRACT ADMINISTRATION</u>
--------------------------------------	--

3. Contract Period <u>08/2/16</u> to <u>08/2/17</u>	Initial <input checked="" type="checkbox"/>	Renewal <input type="checkbox"/>
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Description: The resurfacing of portions of various roadways in the Castro Valley Area of Alameda County, California

Amount	Initial <u>\$ 1,844,120.00</u>	Renewal <u>\$</u>
--------	--------------------------------	-------------------

J. DeLoach  
Signature of Agency or Department Head or Designee

8/15/16  
Date

## II. TO BE COMPLETED BY CONTRACTOR

4. Contractor	Type of Organization
Name <u>MCK Services, Inc.</u>	Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Government <input type="checkbox"/>
Address <u>P.O. Box 5697, Concord, CA 94524</u>	
Phone <u>(925) 957-9200</u>	

5. Composition of Ownership by Percentage (Must represent 100%)		
White <u>100%</u>	Male <input checked="" type="checkbox"/> <u>100%</u>	
Black <u>%</u>	Female <input type="checkbox"/> <u>%</u>	
Hispanic <u>%</u>		
Asian-Pacific Islander <u>%</u>		
American Indian-Alaska Native <u>%</u>		
Other <u>%</u>		

6. Certified Minority or Women Owned Business?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, Certifying Agency/Certificate/Expiration Date

7. Is the Contractor a Small Business?* Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---

J. DeLoach  
Signature of Contractor

8/11/2016  
Date

\*A Small Business Concern: A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts and can further qualify under the criteria concerning the number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administrations. (see Code of Federal Regulations. Title 13, Part 21, as amended, which contains detailed industry definitions and related procedures.)

The data listed herein is only for statistical purposes...

## QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed for every personal services contract and must be included as part of the contract package submitted to either the Board of Supervisors or the Purchasing Agent. Be sure to answer all of the questions in Section I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

---

CONTRACTOR NAME: MCK Services, Inc. DEPT #: 270401

TITLE/SERVICE: The resurfacing of portions of various roadways in Castro Valley area of Alameda County, California

DEPT. CONTACT: Julie Ackerman PHONE: Ext. 55436

---

YES NO

### I. INFORMATION ABOUT THE CONTRACTOR

1. Is the contractor a corporation or partnership?  (X)  ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?  (X)  ( )

If the answer to BOTH questions is YES, provide the employer ID number here:

68-0403201

No other questions need to be answered. Withholding is not required.

If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_

No other questions need to be answered. Withholding is not required.

If the answer to question 2 is NO, continue to Section II.

---

YES NO

### II. RELATIONSHIP OF THE PARTIES

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?  ( )  ( )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?  ( )  ( )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?  ( )  ( )
4. Is the relationship between the County and the contractor intended to be ongoing?  ( )  ( )

---

## **Line Instructions for Contract Information Form**

### **I. TO BE COMPLETED BY ALAMEDA COUNTY**

#### **1. Contract Number**

The Contract Number for contractors is developed by the County Auditor/Controller and is used throughout the duration of the contract for identification purposes.

#### **2. Department Name & Number**

Enter the name of the County Department that will contract with the MBE/WBE firm, along with its corresponding 5-digit Budget Unit number.

#### **3. Contract Period**

Enter the starting date and ending date for which the MBE/WBE firm will be in service to the County. Check off the appropriate box to indicate if this is an initial contract or the renewal of an existing contract. List the amount of the initial contract, along with the renewal contract amount (as applicable).

### **II. TO BE COMPLETED BY CONTRACTOR**

#### **4. Contractor**

List the name, address, and phone number of the contractor. Check off the appropriate box to indicate the most appropriate description of the contractor organization type.

#### **5. Composition of Ownership by Percentage**

Indicate the composition of ownership, by race and gender, of the contractor by percentage. The sums of the percentages must equal to 100% of the firm's ownership.

#### **6. Certified Minority or Women Owned Business**

Check off the appropriate box to indicate if the firm has been certified as an MBE/WBE firm by an accredited agency. If the firm has been certified as an MBE/WBE firm by an accredited agency, indicate the name of the certifying agency, along with the date that such certification shall expire.

#### **7. Is the Contractor a Small Business?**

Check off the appropriate box to indicate if the firm meets the requirements for small business designation, as prescribed in Title 13, Part 21 of the Code of Federal regulations.

### III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS

1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

---

### IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS

1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
- 1.a. Will the contractor work more than an average of ten hours per week? ( ) ( )

IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.

- 1.b. Will the County provide more than 20% of the contractor's income? ( ) ( )
2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

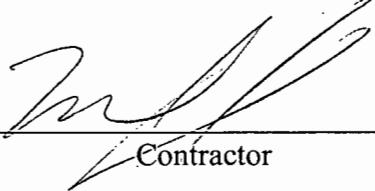
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A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

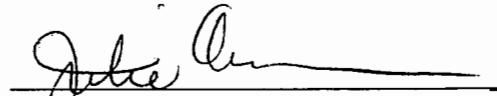
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#### CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

  
\_\_\_\_\_  
Contractor

8/11/2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agency/Department Head or Designee

8/15/16  
\_\_\_\_\_  
Date

---

#### PERSONNEL DEPARTMENT APPROVAL (REQUIRED FOR CONTRACTORS SUBJECT TO WITHHOLD):

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

