

March 2, 2009

City of Piedmont  
City Clerk's Office  
120 Vista Avenue  
Piedmont CA 94611



**Attention:** Ann Swift – City Clerk

**Regarding:** **Piedmont Hills Underground Assessment District Joint Trench Facilities; Hampton Sea View Avenues Underground Assessment District Joint Trench Facilities; Hampton Sea View Avenues Underground Assessment District Individual Service Connections.**

Dear Ms. Swift:

This correspondence is to ask the City of Piedmont to change the licensing requirement for the bid opportunities listed above from only allowing a "Class A" to allow either a C10 or Class A.

Our bid for the Hampton Sea View Joint Trench job is \$1,711,499.20, as a licensed joint trench contractor we will be performing all portions of this work.

Our bid for the Hampton Sea View – Individual Service Connections the bid amount is \$348,000.00 and we will also be performing all portions of this work.

Our bid for the Piedmont Hills Underground Assessment District is \$1,850,110.00, as a licensed joint trench contractor we will be performing all portions of this work.

Since the inception of our company, our main focus has been the performance of "joint trench" work. In an effort to expand our bidding opportunities we have recently applied to the California Contractor's License board for a Class A license, our application has been accepted and we have passed the testing requirement. At this time we are awaiting the issuance of our license number.

We thank you in advance for your consideration of our company for your project.

Sincerely

A handwritten signature in black ink, appearing to read 'Jim Humphrey', is written over a large, stylized circular flourish.

Jim Humphrey  
President  
MCH Electric Inc.

31084 S. Hwy 33, Tracy CA 95304  
209-835-9755 office 209-835-9745 fax  
California Contractor's License # 660665

**DEPARTMENT OF PUBLIC WORKS  
PIEDMONT HILLS UNDERGROUND ASSESSMENT DISTRICT**

**BID PROPOSAL**

GENTLEMEN:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans and specifications, and read the accompanying instructions to bidders.

In compliance with the notice calling for bids posted in three public places in the City of Piedmont, the undersigned hereby promises and agrees to execute and fully perform the contract for which bids are called in accordance with the specifications for the sum indicated below.

The quantities given in the Notice to Contractors, Proposal, and Contract forms are approximate only, being given as a basis for the comparison of Proposals, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer. No allowance will be made for anticipated profit on work, which is deleted or decreased.

BASE BID: All labor, materials, transportation and services necessary for the construction, complete, of all work for the unit prices listed on the following pages:

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization	1	LS	15,000-	15,000-
2	Project Wide Traffic Control	1	LS		36,250-
3	Clearing, Grubbing and Environmental Protection	1	LS	16,500-	16,500-
	<b>EXCAVATE/BACKFILL UTILITY TRENCH</b>				
4	(D) 18"X57"	530	LF	67 <sup>32</sup>	35,775-
5	(D1) 24"X57"	3040	LF	73-	221,920-
6	(D2) 24"X57"	806	LF	73-	58,838-
7	(D3) 24"X57"	130	LF	73-	9,490-
8	(D4) 24"X59"	304	LF	73-	22,192-
9	(D5) 24"X59"	500	LF	73-	36,500-
10	(D6) 30"X59"	1651	LF	76-	125,476-
11	(D8) 30"X59"	317	LF	76-	24,092-
12	(D9) 24"X59"	133	LF	73-	9,709-
13	(D11) 36"X59"	52	LF	79-	4,108-
14	(F) 12"X54"	86	LF	67 <sup>32</sup>	5,805-
15	(G) 30"X56"	200	LF	79-	15,800-
16	(G1) 24"X56"	407	LF	73-	29,711-
17	(G2) 12"X54"	77	LF	60-	4,620-
18	(G3) 36"X56"	83	LF	76-	6,308-
19	(H) 12"X39"	634	LF	60-	38,040-
20	(H1) 12"X41"	100	LF	60-	6,000-

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
21	(H2) 36"X41"	68	LF	76-	5,168-
22	(H3) 24"X41"	37	LF	73-	2,701-
23	(H6) 18"X41"	127	LF	67-	8,509-
24	(L) 12"X31"	397	LF	60-	23,820-
25	(L1) 18"X31"	52	LF	67-	3,224-
26	(P1) 12"X53"	2366	LF	60-	141,960-
27	(P2) 24"X56"	172	LF	73-	12,556-
28	(P3) 18"X54"	308	LF	67-	20,636-
29	(S) 12"X48"	27	LF	60-	1,620-
30	(S1) 12"X48"	24	LF	60-	1,440-
31	(U) 12"X33"	110	LF	60-	6,600-
32	(V) 12"X33"	12	LF	60-	720-
33	(W) 12"X31"	469	LF	60-	28,140-
34	(W1) 12"X32"	409	LF	60-	24,540-
35	(W2) 12"X48"	39	LF	60-	2,340-
36	SHORING AND TRENCH SAFETY	1	LS		7,500-
37	OVEREXCAVATION OF TRENCH DUE TO UNSUITABLE BEDDING MATERIAL	EST.	CY	300 Ton	7,000-
38	ROCK EXCAVATION (REVOCABLE)	EST.	CY	6,000-	90,000-
39	PAVEMENT GRINDING	17,000	LF	315-	53,550-
40	ASPHALT CONCRETE	EST.	TON	950 Ton	69,255-
41	INSTALL STREET LIGHT SYSTEM	28	EA	2,900-	81,200-
42	STREET LIGHT SYSTEM (SPARE)	2	EA	2,200-	4,400-
<b>CONDUIT WORK</b>					
<b>A. Pacific Gas and Electric Facilities</b>					
43	3 inch Diameter	2400	LF	240	5,760-
44	4 inch Diameter	19800	LF	320	63,360-
45	6 inch Diameter	11100	LF	440	48,840-
46	Capacitor Bank Pad 72"x82"	1	EA	1,600-	1,600-
<b>B. AT&amp;T Facilities</b>					
47	2 inch Diameter	7800	LF	190	14,820-
48	4 inch Diameter	9500	LF	320	30,400-
<b>C. City Street Lights</b>					
49	1-1/2" SCH. 40 PVC W/2-#8 CU & Grnd	1982	LF	910	18,036 <sup>00</sup>
<b>SPLICE BOXES</b>					
<b>A. Pacific Gas and Electric Facilities</b>					
50	3'X5'X4'6" Subsurface TRXFR vault	19	EA	3,230-	61,370-
51	4'6"x8'6"x7'6" No. 7FVT Prim. Vault	3	EA	6,900-	20,700-
52	3'x5'x3'6" No. 5 Prim. Vault	11	EA	2,800-	30,800-
53	4'6"x8'6"x7'6" No. 7 Prim. Vault	4	EA	6,300-	25,200-
54	24"x36"x18" No. 3 splice box	0	EA	-	-
55	17"x36"x18" No. 2 splice box	65	EA	285-	18,525-
56	13"x24"x18" No. 1 splice box	1	EA	245-	245-
<b>B. AT&amp;T Facilities</b>					
57	11"x17"x12" T1 box	32	EA	140-	4,480-
58	30"x48"x34" T4 box	31	EA	780-	24,180-
59	36"x60"x44" T5 box	4	EA	3,050-	12,200-
<b>C. Comcast Facilities ( Excavate Only)</b>					
60	17"x30"x12" B-36 box	59	EA	100-	5,900-
61	24"Wx36"Lx24"H Node Pedestal	1	EA	130-	130-
62	24"x36"x24" Amp splice box	9	EA	150-	1,350-
<b>D. Street Light Facilities</b>					
63	3-1/2 SL splice box	34	EA	135-	4,590-
Base Bid Total					1,711,499 <sup>20</sup>

Note: The Base Bid, is calculated in accordance with the Contract Documents, will be used to determine the lowest bidder.

### INDIVIDUAL SERVICE CONNECTIONS

Successful completion of the overall undergrounding project requires that the individual service connections between the private homes in the District and the public right of way be relocated underground. This work ("Individual Service Connections") is the responsibility of the property owners of the District. However, to facilitate completion of the overall undergrounding project, the Bidder offers to complete the Individual Service Connections at the prices set forth below. Each property owner shall have the right to accept such offer with respect to their property at any time prior to commencement of the work on the public project in the City's right of way. The Bidder further represents to the City that in the event that it becomes necessary for the City to complete any or all of the Individual Service Connections, the Bidder will perform said work at the price set forth below.

Contractor shall coordinate all work required under the Individual Service Contracts with the work performed under this Contract. The City Contract work shall not be complete, nor shall the City make the final payment (including retainage) until the Contractor has completed all work required under the Individual Service Contracts.

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	ITEM TOTAL
64	141 Saint James Dr.	1	LS	4,300	4,300 -
65	135 Saint James Dr.	1	LS	4,300	4,300 -
66	129 Saint James Dr.	1	LS	4,300	4,300 -
67	125 Saint James Dr.	1	LS	4,300	4,300 -
68	121 Saint James Dr.	1	LS	4,300	4,300 -
69	115 Saint James Dr.	1	LS	4,300	4,300 -
70	109 Saint James Dr.	1	LS	4,300	4,300 -
71	105 Saint James Dr.	1	LS	4,300	4,300 -
72	101 Saint James Dr.	1	LS	4,300	4,300 -
73	142 Saint James Dr.	1	LS	4,300	4,300 -
74	140 Saint James Dr.	1	LS	4,300	4,300 -
75	110 Saint James Dr.	1	LS	4,300	4,300 -
76	106 Saint James Dr.	1	LS	4,300	4,300 -
77	100 Saint James Dr.	1	LS	4,300	4,300 -
78	46 La Salle Ave.	1	LS	4,300	4,300 -
79	44 La Salle Ave.	1	LS	4,300	4,300 -
80	42 La Salle Ave.	1	LS	4,300	4,300 -
81	38 La Salle Ave.	1	LS	4,300	4,300 -
82	21 Saint James Dr.	1	LS	4,300	4,300 -
83	15 Saint James Dr.	1	LS	4,300	4,300 -
84	7 Saint James Dr.	1	LS	4,300	4,300 -
85	10 Saint James Dr.	1	LS	4,300	4,300 -
86	16 Saint James Dr.	1	LS	4,300	4,300 -
87	39 La Salle Ave.	1	LS	4,300	4,300 -
88	37 La Salle Ave.	1	LS	4,300	4,300
89	35 La Salle Ave.	1	LS	4,300	4,300
90	33 La Salle Ave.	1	LS	4,300	4,300 -
91	31 La Salle Ave.	1	LS	4,300	4,300 -
92	29 La Salle Ave.	1	LS	4,300	4,300 -
93	25 La Salle Ave.	1	LS	4,300	4,300 -
94	34 La Salle Ave.	1	LS	4,300	4,300 -
95	400 Hampton Rd.	1	LS	4,300	4,300 -
96	406 Hampton Rd.	1	LS	4,300	4,300 -
97	410 Hampton Rd.	1	LS	4,300	4,300 -
98	414 Hampton Rd.	1	LS	4,300	4,300 -

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
99	10 Crest Rd.	1	LS	4,300	4,300 -
100	12 Crest Rd.	1	LS	4,300	4,300 -
101	18 Crest Rd.	1	LS	4,300	4,300 -
102	24 Crest Rd.	1	LS	4,300	4,300 -
103	28 Crest Rd.	1	LS	4,300	4,300 -
104	36 Crest Rd.	1	LS	4,300	4,300 -
105	44 Crest Rd.	1	LS	4,300	4,300 -
106	48 Crest Rd.	1	LS	4,300	4,300 -
107	50 Crest Rd.	1	LS	4,300	4,300 -
108	54 Crest Rd.	1	LS	4,300	4,300 -
109	58 Crest Rd.	1	LS	4,300	4,300 -
110	60 Crest Rd.	1	LS	4,300	4,300 -
111	64 Crest Rd.	1	LS	4,300	4,300 -
112	2 Somerset Rd.	1	LS	4,300	4,300 -
113	1 Crest Rd.	1	LS	4,300	4,300 -
114	9 Crest Rd.	1	LS	4,300	4,300 -
115	11 Crest Rd.	1	LS	4,300	4,300 -
116	15 Crest Rd.	1	LS	4,300	4,300 -
117	21 Crest Rd.	1	LS	4,300	4,300 -
118	25 Crest Rd.	1	LS	4,300	4,300 -
119	33 Crest Rd.	1	LS	4,300	4,300 -
120	39 Crest Rd.	1	LS	4,300	4,300 -
121	49 Crest Rd.	1	LS	4,300	4,300 -
122	51 Crest Rd.	1	LS	4,300	4,300 -
123	53 Crest Rd.	1	LS	4,300	4,300 -
124	57 Crest Rd.	1	LS	4,300	4,300 -
125	75 Crest Rd.	1	LS	4,300	4,300 -
126	99 Crest Rd.	1	LS	4,300	4,300 -
127	11 Somerset Rd.	1	LS	4,300	4,300 -
128	100 Crest Rd.	1	LS	4,300	4,300 -
129	102 Crest Rd.	1	LS	4,300	4,300 -
130	5440 La Salle Ave.	1	LS	4,300	4,300 -
131	380 Hampton Rd.	1	LS	4,300	4,300 -
132	390 Hampton Rd.	1	LS	4,300	4,300 -
133	395 Hampton Rd.	1	LS	4,300	4,300 -
134	5 Glen Alpine Rd.	1	LS	4,300	4,300 -
135	11 Glen Alpine Rd.	1	LS	4,300	4,300 -
136	15 Glen Alpine Rd.	1	LS	4,300	4,300 -
137	21 Glen Alpine Rd.	1	LS	4,300	4,300 -
138	25 Glen Alpine Rd.	1	LS	4,300	4,300 -
139	27 Glen Alpine Rd.	1	LS	4,300	4,300 -
140	37 Glen Alpine Rd.	1	LS	4,300	4,300 -
141	45 Glen Alpine Rd.	1	LS	4,300	4,300 -
142	51 Glen Alpine Rd.	1	LS	4,300	4,300 -
143	55 Glen Alpine Rd.	1	LS	4,300	4,300 -
144	61 Glen Alpine Rd.	1	LS	4,300	4,300 -
145	67 Glen Alpine Rd.	1	LS	4,300	4,300 -
146	33 Sotelo Ave.	1	LS	4,300	4,300 -
147	27 Sotelo Ave.	1	LS	4,300	4,300 -
148	52 Glen Alpine Rd.	1	LS	4,300	4,300 -
149	42 Glen Alpine Rd.	1	LS	4,300	4,300 -
150	22 Glen Alpine Rd.	1	LS	4,300	4,300 -
151	14 Glen Alpine Rd.	1	LS	4,300	4,300 -

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
152	12 Glen Alpine Rd.	1	LS	4,300	4,300-
153	10 Glen Alpine Rd.	1	LS	4,300	4,300-
154	8 Glen Alpine Rd.	1	LS	4,300	4,300-
155	6 Glen Alpine Rd.	1	LS	4,300	4,300-
156	4 Glen Alpine Rd.	1	LS	4,300	4,300-
157	1 Sotelo Ave.	1	LS	4,300	4,300-
158	5 Sotelo Ave.	1	LS	4,300	4,300-
159	7 Sotelo Ave.	1	LS	4,300	4,300-
160	9 Sotelo Ave.	1	LS	4,300	4,300-
161	11 Sotelo Ave.	1	LS	4,300	4,300-
162	13 Sotelo Ave.	1	LS	4,300	4,300-
163	15 Sotelo Ave.	1	LS	4,300	4,300-
164	17 Sotelo Ave.	1	LS	4,300	4,300-
165	18 Glen Alpine Rd.	1	LS	4,300	4,300-
166	19 Sotelo Ave.	1	LS	4,300	4,300-
167	21 Sotelo Ave.	1	LS	4,300	4,300-
168	Hampton Field	1	LS	4,300	4,300-
169	403 Hampton Rd.	1	LS	4,300	4,300-
170	2 Glen Alpine Rd.	1	LS	4,300	4,300-
171	4 Sotelo Ave.	1	LS	4,300	4,300-
172	6 Sotelo Ave.	1	LS	4,300	4,300-
173	8 Sotelo Ave.	1	LS	4,300	4,300-
174	12 Sotelo Ave.	1	LS	4,300	4,300-
175	16 Sotelo Ave.	1	LS	4,300	4,300-
176	24 Sotelo Ave.	1	LS	4,300	4,300-
177	32 Sotelo Ave.	1	LS	4,300	4,300-
178	36 Sotelo Ave.	1	LS	4,300	4,300-
179	42 Soelo Ave.	1	LS	4,300	4,300-
180	46 Sotelo Ave.	1	LS	4,300	4,300-
181	50 Sotelo Ave.	1	LS	4,300	4,300-
182	54 Sotelo Ave.	1	LS	4,300	4,300-
183	58 Sotelo Ave.	1	LS	4,300	4,300-
184	60 Sotelo Ave.	1	LS	4,300	4,300-
185	70 Sotelo Ave.	1	LS	4,300	4,300-
186	141 Glen Alpine Rd.	1	LS	4,300	4,300-
187	75 Glen Alpine Rd.	1	LS	4,300	4,300-
188	71 Glen Alpine Rd.	1	LS	4,300	4,300-
189	66 Calvert Ct.	1	LS	4,300	4,300-
190	58 Calvert Ct.	1	LS	4,300	4,300-
191	50 Calvert Ct.	1	LS	4,300	4,300-
192	42 Calvert Ct.	1	LS	4,300	4,300-
193	34 Calvert Ct.	1	LS	4,300	4,300-
194	26 Calvert Ct.	1	LS	4,300	4,300-
195	18 Calvert Ct.	1	LS	4,300	4,300-
196	19 Calvert Ct.	1	LS	4,300	4,300-
197	25 Calvert Ct.	1	LS	4,300	4,300-
198	33 Calvert Ct.	1	LS	4,300	4,300-
199	41 Calvert Ct.	1	LS	4,300	4,300-
200	53 Calvert Ct.	1	LS	4,300	4,300-
201	61 Calvert Ct.	1	LS	4,300	4,300-
202	73 Calvert Ct.	1	LS	4,300	4,300-
203	81 Calvert Ct.	1	LS	4,300	4,300-
204	85 Calvert Ct.	1	LS	4,300	4,300-
205	90 Calvert Ct.	1	LS	4,300	4,300-

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ITEM TOTAL
206	105 Calvert Ct.	1	LS	4,300	4,300-
207	135 Calvert Ct.	1	LS	4,300	4,300-
208	143 Calvert Ct.	1	LS	4,300	4,300-
209	111 Calvert Ct.	1	LS	4,300	4,300-
210	129 Calvert Ct.	1	LS	4,300	4,300-
211	109 Calvert Ct.	1	LS	4,300	4,300-

IMPORTANT: All proposals offered shall be accompanied by a cashier's check or a check certified by a responsible bank, payable to the order of the City of Piedmont for an amount not less than ten (10%) percent of the aggregate of the proposal; and no proposal shall be considered unless accompanied by such check except that an acceptable Bidder's Bond in like amount may be substituted therefor.

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Piedmont.

The undersigned acknowledges the receipt of the following addenda to the drawings and specifications.

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>2-19-09</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Licensed in accordance with an act providing for the registration of contractors,

State CA

License No. 660665

Classification C-10

Expiration Date 2-28-2010

Signature of bidder [Signature] (If an individual, so state. If a firm or co-partnership state the firm name and give the names of all individual co partnership, state the firm. If a corporation, also names of president, secretary, treasurer, and manager, and manager thereof.)

Dated 3-2 2009

Business Address: 31084 S. Hwy 33  
Tracy CA 95304

**BID GUARANTY BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, MCH ELECTRIC, INC. AS PRINCIPAL, AND AS SURETY, are held and firmly bound unto the City of Piedmont in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Piedmont for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Piedmont to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of \$ 10% of bid amount

**THE CONDITION OF THIS OBLIGATION IS SUCH**

THAT WHEREAS, the Principal has submitted the above-mentioned bid to the City of Piedmont, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at 120 Vista Avenue, Piedmont, California 94611.

**FOR: PIEDMONT HILLS UNDERGROUND ASSESSMENT DISTRICT**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City of Piedmont, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands on this 27th day of February, 2009.

MCH ELECTRIC, INC.  
Name of Contractor

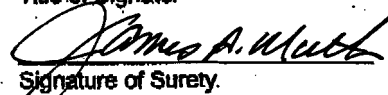
\_\_\_\_\_  
Title of Signator

\_\_\_\_\_  
Signature of Principal

Address: 31084 S. Highway 33  
Tracy, CA 95304

Nationwide Mutual Insurance  
Name of Surety

Attorney-in Fact  
Title of Signator

  
Signature of Surety

Address: 7777 Alvarado Road Ste 201  
La Mesa, CA

Note: Signatures of those executing for the surety must be properly acknowledged.

The SURETY, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said SURETY does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the City and judgment is recovered, the SURETY shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 27th day of February 2009.

MCH ELECTRIC, INC.

By: [Signature]  
President  
Title

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

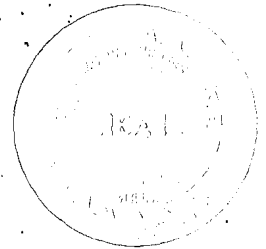
PRINCIPAL

NATIONWIDE MUTUAL INSURANCE

By: [Signature]  
Attorney-in Fact  
Title

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

SURETY



(Attach Acknowledgments of both Principal and Surety signatures.)

00400 - 2

City of Piedmont BIDDER'S BOND

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint JAMES A. MUTH GREGORY ALAN WILLIAMSON

STOCKTON CA

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of ONE MILLION AND NO/100 DOLLARS \$ 1,000,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Resident Vice President or Second Vice President by, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorized them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-In-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE VIII

"Section 10. Execution of instruments . Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF POLK SS



By: [Signature of Stephen S. Rasmussen]
President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



[Signature of Sandy Alitz]
Notary Public
My Commission expires March 24, 2011

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the Resolution included herein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of February , 2009

07113

This Power of Attorney expires



[Signature of John F. Delaloye]
Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Joaquin }

On 2-27-09 before me, Allyson Guthrie  
Date Here Insert Name and Title of the Officer

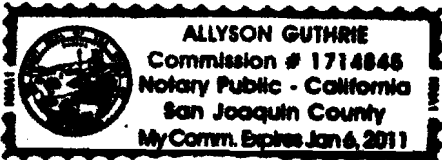
personally appeared James A. Muth  
Name(s) of Signer(s)

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 Allyson Guthrie  
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: \_\_\_\_\_

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: \_\_\_\_\_

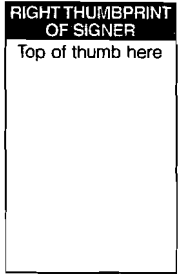


Signer Is Representing: \_\_\_\_\_

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

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

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



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

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



**INFORMATION REQUIRED OF BIDDER**

The bidder shall furnish the following information. Additional sheets may be attached if necessary.

1. Name and Address:

MCH Electric Inc.  
31084 S. Hwy 33  
Tracy CA 95304

2 Type of Firm  
(Check One):  
Individual  
Partnership  
Corporation

3. Telephone: 209-835-9755

4. a. If a Corporation: State of Incorporation CA

Location of Head Office (if different from above) \_\_\_\_\_

Names and Titles of Officers:

James Humphrey, President  
Gary Tennyson, Vice President  
Gary Tennyson, Secretary

b. If a Partnership:

Names and Addresses of Each General and Limited Partner:

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

5. Number of years as contractor in construction work of this type: 9 years

**NOTE:** If requested by the Owner, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of bidder's current financial condition.

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

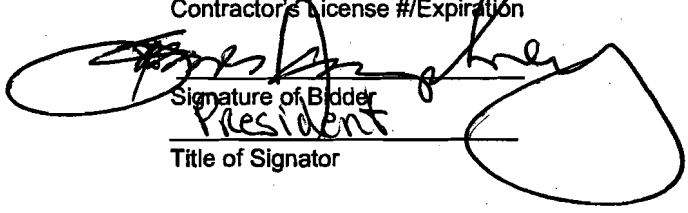
The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

The Bidder shall list below five (5) projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

- 1. Project Name Alamo Creek  
Owner: Shapell Homes  
Construction Cost: \$ 2,600,000.<sup>00</sup>  
Construction Time: 2 years Calendar Days  
Owner's Representative: Al Balogh  
Owner's Telephone No.: (925) 595-5404  
Date of Substantial Completion: June 2008
  
- 2. Project Name: Mt Eden  
Owner: KB Homes  
Construction Cost: \$ 400,000 -  
Construction Time: ~~18 months~~ Calendar Days 1 year +  
Owner's Representative: Henryk Jay  
Owner's Telephone No.: (925) 750-1750  
Date of Substantial Completion: Nov. 2008

3. Project Name: The Plant (Joint Trench), San Jose  
 Owner: Westcoast Inc.  
 Construction Cost: \$ 1,000,000 -  
 Construction Time: 1 year + Calendar Days  
 Owner's Representative: Damir Peiskich  
 Owner's Telephone No.: (415) 606-1140  
 Date of Substantial Completion: ongoing
4. Project Name: VCC Milpitas, Milpitas  
 Owner: Kurt Seastand, Lusardi  
 Construction Cost: \$ 700,000 -  
 Construction Time: 1 year + Calendar Days  
 Owner's Representative: Kurt Seastand  
 Owner's Telephone No.: (510) 741-9510  
 Date of Substantial Completion: August 2009
5. Project Name: the Promenade, Manteca -  
 Owner: EMI  
 Construction Cost: \$ 1,500,000 -  
 Construction Time: 1 year + Calendar Days  
 Owner's Representative: Glen Ratcliff  
 Owner's Telephone No.: (916) 574-8948  
 Date of Substantial Completion: ongoing

MCH Electric Inc.  
 Name of Bidder  
660665 2/28/2010  
 Contractor's license #/Expiration

  
 Signature of Bidder  
President  
 Title of Signator

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California }  
County of Marin } ss

James Humphrey; being first duly sworn, deposes and says that he  
or she is

President of MCH Electric Inc the party

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

By [Signature]

personally known to me OR 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 signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Subscribed and sworn to before me on February 27<sup>th</sup>, 2009

[Signature]  
(Notary Public)

