BID FORM

FOR: BOURNS HALL LAB RENEWAL
PROJECT NUMBER: 950534
CONTRACT NUMBER: 950534-LF-2016-61
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

May 19, 2016 June 13, 2016

BID TO:

Architects and Engineers
UNIVERSITY OF CALIFORNIA, RIVERSIDE
1223 University Avenue, Suite 240
Riverside, CA 92521

(951) 827-1269

BID FROM:

AMG & Associates, Inc
(Name of Bidder)

Albert M. Giacomazzi
(Contact Name)

28296 Constellation Rd
(Address)

Santa Clarita, CA 91355
(City, State, Zip Code)

(661)251-7401
(Telephone Number)

(661)251-7405
(Facsimile Number)

albert@amgassociatesinc.com
(E-mail)

June 24, 2016
(Date Bid Submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.
BIDDER’S NAME: ANG & Associates, Inc

1.0 BIDDER’S REPRESENTATIONS

Bidder, represents that: a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor’s licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within 236 days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA

Bidder acknowledges that it is Bidder’s responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University’s Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

$ 8,188,000.00

(Place figures in appropriate boxes.)

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.
BIDDER'S NAME: ANG & Associates, Inc

6.0 UNIT PRICES

The quantities set forth in the Unit Prices are estimates. University does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

Unit Price No. 1: Fume Hood Unit Pricing, as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 fume hoods.

$ [ ] 1 2 , [ ] 6 0 0 \cdot [ ] [ ] \quad \text{per each fume hood.}

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 2a: Lab Table Unit Pricing, fixed height plain table as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 fixed height plain tables.

$ [ ] 2 , [ ] 4 0 0 \cdot [ ] [ ] \quad \text{per each fixed height plain table.}

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 2b: Lab Table Unit Pricing, fixed 36" height with uprights and associated shelving as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 fixed 36" height with uprights and associated shelving.

$ [ ] 2 , [ ] 0 0 0 \cdot [ ] [ ] \quad \text{per each 36" height with uprights and associated shelving.}

(Place Unit Price figures in appropriate boxes.)
BIDDER'S NAME: AMG & Associates, Inc

Unit Price No. 2c: Lab Table Unit Pricing, fixed 30" height with uprights and associated shelving as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 fixed 30" height with uprights and associated shelving.

$ 2,000 per each 30" height with uprights and associated shelving.

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 2d: Lab Table Unit Pricing, Adjustable Height plain table as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 adjustable height plain tables.

$ 350 per each adjustable height plain table.

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 3: Articulated Arm Snorkel Exhaust Device Unit Pricing, as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 articulated arm snorkel exhaust devices.

$ 200 per each articulated arm snorkel exhaust device.

(Place Unit Price figures in appropriate boxes.)
Unit Price No. 4a: Semi-Mobile Base Cabinet Laboratory Furnishings Unit Pricing, Door Base Cabinet as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 semi-mobile base cabinet laboratory furnishings, door base cabinets.

$ \underline{900} \cdot \underline{0.0} \text{ per each semi-mobile base cabinet laboratory furnishing, door base cabinet.}

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 4b: Semi-Mobile Base Cabinet Laboratory Furnishings Unit Pricing, 4-Drawer Cabinet as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 semi-mobile base cabinet laboratory furnishings, 4-drawer cabinets.

$ \underline{1300} \cdot \underline{00} \text{ per each semi-mobile base cabinet laboratory furnishing, 4-drawer cabinet.}

(Place Unit Price figures in appropriate boxes.)

Unit Price No. 4c: Semi-Mobile Base Cabinet Laboratory Furnishings Unit Pricing, Drawer-Door-Cabinet Metal Mobile Cabinet Top as specified in Specification Section 01 2200.

Estimated Quantity of units: 10 semi-mobile base cabinet laboratory furnishings, drawer-door cabinets.

$ \underline{100} \cdot \underline{00} \text{ per each semi-mobile base cabinet laboratory furnishing, drawer-door cabinet.}

(Place Unit Price figures in appropriate boxes.)
7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS.

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheticals { } and in grey highlight:

\[
\$ \boxed{1,700} \cdot \boxed{0.0} \times 10 \text{ multiplier}
\]

(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.
8.0 ALTERNATES

In order for a Bid to be responsive, Bidder must submit an additive bid, a deductive bid, or a "no change" bid, for each Alternate listed below. The failure to do so shall result in the Bid being rejected as non-responsive. The failure to quote an amount, unless the bidder marks the "no change" box, will result in the bid being rejected as non-responsive.

The Contract Time will change by the number of days, if any, specified for each accepted Alternate.

Alternate No. 1

Deduct, Eliminate Fume Hoods, as specified in Specification Section 01 2300.

Bid for Alternate No. 1

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box

Deduct $[104000]

No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 60 calendar days after the date University signs the Agreement.

Alternate No. 2

Add, Accutrol Lab Control System, as specified in Specification Section 01 2300.

Bid for Alternate No. 2

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box

Add $[7000]

Deduct $[0000]

No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 60 calendar days after the date University signs the Agreement.
BIDDER'S NAME: PMG & Associates, Inc

Alternate No. 3A

Add, Air Quality Monitoring System (AQMS), as specified in Specification Section 01 2300.

Bid for Alternate No. 3A

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box.

Add $ 246,000

No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 60 calendar days after the date University signs the Agreement.

Alternate No. 3B

Add, 24 Month Service and Maintenance of the Air Quality Management System, as specified in Specification Section 01 2300.

Bid for Alternate No. 3B

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box.

Add $ 20,000

No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 60 calendar days after the date University signs the Agreement.
BIDDER'S NAME: Ac3 & Associates Inc

Alternate No. 4A

Add, Photovoltaic (Pv) system, as specified in Specification Section 01 2300.

Bid for Alternate No. <A

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box

Add $\,4,550,000.00\

[] No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 60 calendar days after the date University signs the Agreement.
BIDDER'S NAME: A&G & Associates Inc

Alternate No. 4B

Add, Photovoltaic (Pv) system, as specified in Specification Section 01 2300.

Bid for Alternate No. 4B

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box.

Add $ 315, 000

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 60 calendar days after the date University signs the Agreement.

Alternate No. 5

Add, Galvanized Metal Supply Air Ductwork and Diffusers, as specified in Specification Section 01 2300.

Bid for Alternate No. 5

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box.

Add $ 15, 000

Deduct $ 

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 60 calendar days after the date University signs the Agreement.
9.0 LIST OF SUECONTRACTORS

Bidder will use Subcontractors for the Work:

☐ No  ☑ Yes

If "yes", provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

<table>
<thead>
<tr>
<th>Portion of the Work Activity (e.g. electrical, mechanical, concrete)</th>
<th>Subcontractor</th>
<th>Name of Business</th>
<th>Location of Business (City)</th>
<th>License No.</th>
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<tbody>
<tr>
<td>Concrete</td>
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<tr>
<td>Doors, Frames and Hardware</td>
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<tr>
<td>Roofing</td>
<td>Beat</td>
<td>Gardena</td>
<td>456263</td>
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<tr>
<td>Aluminum Storefront</td>
<td>GIRAUD GLASS CO</td>
<td>LA</td>
<td>630124</td>
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<tr>
<td>Gypsum Wallboard</td>
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<td>Tile</td>
<td>WAG D/A - PIERCE</td>
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</table>

(Note: Add additional pages if required.)
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<th>Name of Business</th>
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<tr>
<td>Flooring</td>
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<td>Painting</td>
<td>P.A. COATINGS</td>
<td>TEMECULA</td>
<td>986689</td>
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<td>Laboratory Casework</td>
<td>ISEC</td>
<td>CYPRESS</td>
<td>333609</td>
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<tr>
<td>Fire Protection</td>
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<tr>
<td>Plumbing</td>
<td>PROCRAFT</td>
<td>REALANDS</td>
<td>467234</td>
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</tbody>
</table>

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<tr>
<td>HVAC</td>
<td>CIRCULATING AIR</td>
<td>HOLLYWOOD</td>
<td>2407720</td>
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<td>Electrical</td>
<td>POWER PRO PLUS</td>
<td>WESTWOOD</td>
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<td>DEMOLITION</td>
<td>RESOURCE</td>
<td>LONG BEACH</td>
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<td>B &amp; B CUSTOM DESIGN MFG</td>
<td>CHATS WORTH</td>
<td>476424</td>
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<td>ACoustical Ceilings</td>
<td>HAMILTON SAN BERNARDINO</td>
<td>787546</td>
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</tbody>
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(Note: Add additional pages if required.)
9.0 **LIST OF SUBCONTRACTORS**

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- [ ] No
- [x] Yes

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(Note: Add additional pages if required.)
10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of one-half of 1 percent of prime contractor's total bid.

<table>
<thead>
<tr>
<th>Alternate No.</th>
<th>Portion of the Work Activity (e.g. electrical, mechanical, concrete)</th>
<th>Name</th>
<th>Location (City)</th>
<th>License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4A and 4B</td>
<td>Photovoltaic</td>
<td>180 Solar</td>
<td>Escondido</td>
<td>995321</td>
</tr>
</tbody>
</table>

(Note: Add additional pages if required.)
BIDDER'S NAME: AMG & Associates, Inc

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION

Corporation

(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF California

(State)

NAME OF PRESIDENT OF THE CORPORATION:

Albert M. Giacomazzi

(Inset Name)

NAME OF SECRETARY OF THE CORPORATION:

Anthony R. Traverso

(Inset Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Inset Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

(Classification(s)) (License Number) (Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)
12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of Bid Bond (Bid Bond or Certified Check)

13.0 DECLARATION

I, Albert M. Giacomazzi, President of AMG & Associates, Inc, hereby declare that I am the$(Printed Name)$
President of AMG & Associates, Inc
$(Title)$
$(Name of Bidder)$

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this 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 induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, 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 to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this Declaration was executed at:

Santa Clarita, Los Angeles County, in the State of California,
$(Name of City if within a City, otherwise Name of County)$
$(State)$

on June 10, 2016
$(Date)$

Signature

Albert M. Giacomazzi, President

Bid Form - 14
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, AMG & Associates, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Project Name: Bourns Hall Lab Renewal  
Project Number: 950534, Contract Number: 950534-LF-2016-61  
Location: University of California, Riverside Campus

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within 60 days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

1. Enter into a written agreement, in the prescribed form, in accordance with the Bid.
2. File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
3. Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within 60 days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this 1st day of June, 2016.

PRINCIPAL:

AMG & Associates, Inc.

By: [Signature]

Albert M. Giacomazzi  
President

SURETY:

Travelers Casualty and Surety Company of America

By: [Signature]

Megan B. Gaines  
Attorney-in-fact

Address for Notices:

21668 Gateway Center Drive  
Diamond Bar, CA, 91765

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.
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 Los Angeles

On June 13, 2016 before me, David Silva, Notary Public

personally appeared Albert M. Giacomazzi

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, 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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid Bond - Bourns Hall UCR Document Date: June 16, 2016
Number of Pages: 4

Capacity(ies) Claimed by Signer(s)
Signer’s Name: Albert M. Giacomazzi  Signer’s Name:
□ Corporate Officer – Title(s): President
□ Partner – □ Limited □ General
□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator
□ Other:
Signer is Representing: AMG & Associates, Inc  Signer is Representing:

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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 Ventura

On June 1, 2016 before me, Jodie Lee Doner, Notary Public, personally appeared Megan B. Gaines

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 of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: June 16, 2016

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name:

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

Signer is Representing:

Travelers Casualty and Surety Company of America

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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. 227861

Certificate No. 006721784

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, 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

Michael Cresswell, Megan B. Gaines, Tim McClain, and Jodie Lee Doner

of the City of Westlake Village, 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 _______ 5th day of April 2016.

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

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the _______ 5th day of April 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

By: Marie C. Tetetcult, Notary Public

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WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 2016.

Kevin E. Hughes, Assistant Secretary