

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: | PINNER CONSTRUCTION CO., INC. | |
|-----------|-------------------------------|--------------------|
| | (Name of | Bidder) |
| | JOHNNY R. PINNER-PRESIDENT | |
| | (Contact | Name) |
| | 1255 S. LEWIS STREET | |
| | (Addre | ess) |
| | ANAHEIM, CALIFORNIA 92805 | |
| | (City, State, 2 | Zip Code) |
| | 714-490-4000 | 714-490-4016 |
| | (Telephone Number) | (Facsimile Number) |
| | johnny@pinnerconstruction.com | |
| | (E-ma | ail) |
| | June 24, 20 | 16 |
| | (Date Bid Su | hmitted) |

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:

PINNER CONSTRUCTION CO., 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.

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4.0 LUMP SUM BASE BID

\$ 7,579,000.00

(Place figures in appropriate boxes.)

5.0 <u>SELECTION OF APPARENT LOW BIDDER</u>

Refer to the Instructions to Bidders for selection of apparent low bidder.



PINNER CONSTRUCTION CO., INC. BIDDER'S NAME: 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. \$ 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 Estimated Quantity of units: 10 fixed height plain tables. \$ 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. \$ per each 36" height with uprights and

(Place Unit Price figures in appropriate boxes.)

associated shelving.



BIDDER'S NAME: PINNER CONSTRUCTION CO., 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.

| \$ | | 1 | , | 8 | 7 | 5 | | 0 | 0 | per each 30" height with uprights and associated shelving. |
|----|----|---|------|---|---|---|-----|---|---|--|
| | // | | S. 2 | | | | 0.0 | | • | 50/ |

(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.

\$ \[\lambda \] , \[2 \ 6 \ 5 \] . \[\O \ O \] 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.

(Place Unit Price figures in appropriate boxes.)



| BIDDER'S NAME: PINNER CONSTRUCTION CO., INC. |
|---|
| 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. |
| \$ 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. |
| \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
| (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. |
| \$ per each semi-mobile base cabinet laboratory furnishing, drawer-door cabinet. |

(Place Unit Price figures in appropriate boxes.)



BIDDER'S NAME: PINNER CONSTRUCTION CO., INC.

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:

| \$ | 2 | , | 3 | 0 | 0 | | 0 | 0 | Х | 10 | multiplie |
|-----|---|---|----|-------|--------|---------|-------|--------|--------|----|-----------|
| -1. | | | (F | Place | figure | es in a | appro | priate | 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.



PINNER CONSTRUCTION CO., INC. BIDDER'S NAME: 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 nonresponsive. 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 No Change: Bidder will perform this Alternate without change to Contract 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 Deduct

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.

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

Sum.



BIDDER'S NAME: PINNER CONSTRUCTION CO., INC.

Alternate No. 3A

| Add, Air Quality Monitoring System (AQMS), as specified in Specification Section 01 2300. |
|---|
| Bid for Alternate No. 3 <u>A</u> |
| 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 \$,221,272.00 |
| 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. |
| 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 \$ 1 18 1020 c

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

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



Alternate No. 4A

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

Bid for Alternate No. 4A

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 \$ 1, 3, 7, 2, 5, 3, 7, 6, 0, 0

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.

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



PINNER CONSTRUCTION CO., INC. **BIDDER'S NAME:** 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 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 | \$ | | 13 | , 9 | 9 2 | - | 00 | |
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| Deduct | \$ | , | |],[| |]. | | |
| No Cha | ange: B | idder will pe | erform this Al | ternate · | without ch | ange to | Contract | |

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: | PINNER | CONSTRUCTION | co., | INC. |
|-----------------|--------|--------------|------|------|
| DIDDELLO MARIE. | | | | |

9.0 LIST OF SUBCONTRACTORS

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.

| | Cubaaataataa | |
|------------------|-------------------------------------|---|
| Name of Business | Location of Business (City) | License No. |
| Craftsman | rwindale | 4344109 |
| LJ ROTUNNO | San Clemente | 771260 |
| Raffis Metal | γΛονγονία | 10874107 |
| ISEC | Cypress | 333609 |
| | Craftsman L) Rotunno Raffis Metal | Craftsman Irwindale LJ Rotunno San Clemente Raffis Metal Monrovia |



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| | | Subcontractor | |
|---|------------------|--------------------------------|-------------|
| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. |
| Lath, Plastie + Drywall | A) Fistes | Ling Beach | 729357 |
| Acoustical Tile | Hamilton Criling | San Bernardino | 787546 |
| Paint | OHE | Chua Vista | 792958 |
| Plumbing | DUKE Plumbing | Upland | 430513 |
| | | | |



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| | | Subcontractor | |
|---|-------------------------|--------------------------------|-------------|
| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. |
| FIVE SPINKLED | Strate | Poway | 400409 |
| HVAC | Mech Tech | Drange | 828672 |
| Electrical | Circle City Electric | Prverside | 58216le |
| Ceramic Tile | JNJ | Pico Rivera | 465139 |
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| | Subcontractor | | | | | | |
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| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. | | | | |
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| | Subcontractor | | | | | |
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| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. | | | |
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| BIDDER'S NAME: | PINNER CONSTRUCTION CO., INC. | |
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| 9.0 <u>LIST OF SU</u> | SUBCONTRACTORS | |
| Bidder will use Sub | ocontractors for the Work: | |
| □No | X Yes | |

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| | Subcontractor | | | | |
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| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. | | |
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☐ No ☒ Yes

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| | Subcontractor | |
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| | Name of Business | Name of Business Location of Business (City) |



| BIDDER'S NAME: | PINNER | CONSTRUCTION | co., | INC. | | |
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☐ No ☐ Yes

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| | Subcontractor | | | | | |
|--|------------------|--------------------------------|-------------|--|--|--|
| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. | | | |
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| BIDDER'S NAME: _ | PINNER CONSTRUCTION CO., INC. |
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Bidder will use Subcontractors for the Work:

☐ No ☐ Yes

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| | Subcontractor | | | | | |
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| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. | | | |
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| | Subcontractor | | | | |
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| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name of Business | Location of Business (City) | License No. | | |
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BIDDER'S NAME: PINNER CONSTRUCTION CO., INC.

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.

| | | Subcon | tractor | |
|------------------|--|-----------------|--------------------|-------------|
| Alternate No. | Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name | Location (City) | License No. |
| 4 _A | Photo Voltaic System | KILIPP | | |
| | | MARARACO MARION | WVINC | 922558 |
| 4B | Photo Voltaic System | Conti | | |
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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.

| | Subcontractor | | | |
|------------------|--|------|--------------------|-------------|
| Alternate No. | Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Name | Location (City) | License No. |
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BIDDER'S NAME: PINNER CONSTRUCTION CO., 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: CALIFORNIA THE STATE OF (State) NAME OF PRESIDENT OF THE CORPORATION: JOHNNY R. PINNER (Insert Name) NAME OF SECRETARY OF THE CORPORATION: JUSTIN DAVIS (Insert Name) IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS: (Insert Name(s)) CALIFORNIA CONTRACTORS LICENSE(S): 2/28/2018 166010 (Classification(s)) (License Number) (Expiration Date)

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



| BIDDE | ER'S NAME: _ | PINNER CONSTRU | CTION CO., | INC. | |
|--|--|--|--|---|--|
| 12.0 | REQUIRED | COMPLETED ATTA | ACHMENTS | | |
| The f | ollowing docu | ments are submitted | with and mad | le a condition of this Bid | : |
| | | curity in the form of | | | |
| | | | | (Bid Bond or Certific | ed Check) |
| 13.0 | DECLARAT | <u>'ION</u> | | | |
| | Ι, | JOHNNY R. PI | | | , hereby declare that I am the |
| | PRESID | ENT | (Printed Name) | NSTRUCTION CO., I | |
| | (Title) | of _ | I INNER CC | (Name of E | |
| inforn | nation set fortl | | | | on behalf of Bidder; and that a t of my knowledge, true, accurate |
| sham bid, a to pu indire any o to se contr indire inform | ership, company, that the biddend has not did to in a sham bid ectly, sought be other bidder, ocure any advanct; that all sectly, submitted that ion or data contain, organical company, company and the contains the company and the company action, organical company action, organi | any, association, orgoner has not directly or indirectly or indirectly cond, or that anyone shaped agreement, community to fix any overhead antage against the potential properties of the potential of the properties of the proper | anization, or indirectly indu- illuded, conspull refrain from unication, or con- profit, or cost ublic body awain the bid ar- ice or any broad, and will no y, or to any m | corporation; that the bid uced or solicited any oth ired, connived, or agree bidding; that the bidder onference with anyone of element of the bid price arding the contract of a e true; and, further, that reakdown thereof, or the ot pay, any fee to any of ember or agent thereof | chalf of, any undisclosed person d is genuine and not collusive of the bidder to put in a false or shaned with any bidder or anyone else has not in any manner, directly of the fix the bid price of the bidder of the proposed at the bidder has not, directly of the bidder has not, directly of the contents thereof, or divulged or or or portation, partnership, company to effectuate a collusive or shane |
| | I declare, u | ınder penalty of perju | ry, that the fore | egoing is true and correc | t and that this Declaration was |
| execu | ANAHEIM (Name of City | if within a City, otherwise N | Jame of County) | , in the State of | CALIFORNIA (State) |
| on | JUNE 17, | | | | (State) |
| | (Date | 3) | | (40) | JOHNNY R. PINNER |
| | | | | | (Signature) PRESIDENT |



Bourns Hall Lab Renewal Project Number: 950534 Contract Number: 950534-LF-2016-61

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

| That we, Pinner Construction Co., Inc. |
|--|
| as Principal, and <u>Liberty Mutual Insurance Company</u> , as Surety, are held and firmly bound unto TH |
| REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lum |
| Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bin |
| 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 9th day of June PRINCIPAL: SURETY: Pinner Construction Co., Inc. Liberty Mutual Insurance Company By: (Signature) (Signature) PINNER (Printed Nam JOHNNY R Rhonda C. Abel (Printed Name) PRESIDENT Attorney-in-Fact (Title) (Title) Address for Notices: 790 The City Drive South, Suite 200 Orange, CA 92868 (City, State & Zip Code)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

| A notary public or other officer completing this cer document to which this certificate is attached, and r | rtificate verifies only the identity of the Individual who signed the not the truthfulness, accuracy, or validity of that document. | | |
|---|--|--|--|
| State of California |) | | |
| County of Orange | .) | | |
| 11 IA I A A 201C | | | |
| On before me, Date | Jeri Apodaca, Notary Public Here Insert Name and Title of the Officer | | |
| | | | |
| personally appeared | Rhonda C. Abel | | |
| | Name(s) of Signer(s) | | |
| subscribed to the within instrument and ackr | tory evidence to be the person(x) whose name(x) is/xxxx nowledged to me that kx/she/xxxx executed the same in by kx/her/xxxx signature(x) on the instrument the person(s), x) 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. | | |
| JERI APODACA Commission # 2081689 Notary Public - California Orange County My Comm. Expires Oct 12, 2018 | Signature Signature of Notary Public | | |
| Though this section is optional, completing | OPTIONAL this information can deter alteration of the document or this form to an unintended document. | | |
| Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other | Document Date: 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: | Signer's Name: Gorporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: | | |
| KCACACACACACACACACACACACACACACACACACACA | | | |

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7216359

American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; James A. Schaller; Jeri Apodaca; Kim Luu; Michael D. Parizino; Rachelle Rheault; Rhonda C, Abel

all of the city of Newport Beach , state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and altested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed day of _ December 2015



STATE OF PENNSYLVANIA SS

COUNTY OF MONTGOMERY

American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

On this 24th day of December , 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA



Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2017

Member, Pennsylvania Association of Notaries

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mulual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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









Gregory W. Davenport, Assistant Secretary

421 of 600

1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

confi

| | icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document. | | |
|---|---|--|--|
| State of California |) | | |
| County of Oronge |) | | |
| | resa Chapman Parks, Notay Publ, | | |
| Date | Here Insert Name and Title of the Officer | | |
| personally appeared | Pinner | | |
| politically appeared | Name(s) of Signer(s) | | |
| subscribed to the within instrument and acknow | | | |
| | I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph | | |
| TERESA CHAPMAN PARKS | is true and correct. | | |
| Commission # 2070212 | WITNESS my hand and official seal. | | |
| Notary Public - California NA Orange County | | | |
| My Comm. Expires Jun 2, 2018 | Signature Glesesh Chapman Tour | | |
| | Signature of Notary Public | | |
| Diago Natoni Sool Abous | | | |
| Place Notary Seal Above | PTIONAL - | | |
| Though this section is optional, completing th | is information can deter alteration of the document or nis form to an unintended document. | | |
| Description of Attached Document | | | |
| Title or Type of Document: | Document Date: | | |
| Number of Pages: Signer(s) Other Th | nan Named Above: | | |
| Capacity(ies) Claimed by Signer(s) | | | |
| Signer's Name: Corporate Officer — Title(s): | Signer's Name: ☐ Corporate Officer — Title(s): | | |
| ☐ Corporate Officer — Title(s): | ☐ Corporate Officer — Title(s): | | |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General | | |
| ☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator | ☐ Individual☐ Attorney in Fact☐ Guardian or Conservator | | |
| | _ Other: | | |
| ☐ Other:Signer Is Representing: | Signer Is Representing: | | |