

**BID FORM**

FOR

REPAIR STUDENT PARKING LOT & TENNIS COURTS

at DAVIS HIGH SCHOOL

Bid Package No. 15-08

FOR

DAVIS JOINT UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME: Abide Buidlers, Inc.  
ADDRESS: 825 Riverside Pkwy, Ste 120  
West Sacramento, CA 95605  
TELEPHONE: (916 ) 375-1009  
FAX: (916 ) 375-1049  
EMAIL ppizzo@abidebuilders.com  
LICENSE NO. 891745  
EXPIRATION DATE 02-28-2017  
DIR REGISTRATION NO. 1000003318

ADDENDA No.1

TO: Davis Joint Unified School District, acting by and through its Governing Board, herein called "Owner".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 15-08  
REPAIR STUDENT PARKING LOT & TENNIS COURTS

At

DAVIS HIGH SCHOOL

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>	<u>2</u>						

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

- 3. TOTAL BASE BID CASH PURCHASE PRICE IN WORDS & NUMBERS:  
three hundred two thousand four hundred forty seven DOLLARS  
(\$ 302,447 )
- 3a. PROJECT ALLOWANCE (UNFORSEEN CONDITIONS & OWNER CONTINGENCY)  
(\$ 50,000)
- 3b. ADD ALTERNATE No. 1 – REPAIR (5) Five Tennis Courts (See Revised Sheets C4, C6 & Sheet C9)  
one hundred seventy thousand four hundred thirty three DOLLARS  
(\$ 170,433 )
- 3c. ADD ALTERNATE No. 2 – Add Geotechnical fabric in all drive aisles and alternate paving options in Parking lot areas (See Revised Sheet C5)  
Seventy six thousand fifty one DOLLARS  
(\$ 76,051 )

4. TIME FOR COMPLETION: The Owner may give a notice to proceed within SIXTY (60) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this SIXTY (60) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be

ADDENDA No.1

postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of SIXTY (60) days after the date set for the opening of bids.

- 5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:  
Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
- 6. The required List of Designated Subcontractors is attached hereto.
- 7. The required Non-Collusion Declaration is attached hereto.
- 8. The Substitution Request Form, if applicable, is attached hereto.
- 9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

Abide Builders, Inc.  
PHILIP PIZZO  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 891745  
 License Expiration Date: 2/28/2017  
 Name on License: Abide Builders, Inc.  
 Class of License: A/B  
 DIR Registration Number: 1000003318

If the bidder is a joint venture, each member of the joint venture must include the above information.

ADDENDA No.1

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Abide Builders, Inc.

Proper Name of Company

Philip Pizzo

Name of Bidder Representative

825 Riverside Parkway, Suite 120

Street Address

West Sacramento, CA 95605

City, State, and Zip

( 916 ) 375-1009

Phone Number

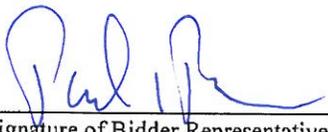
( 916 ) 375-1049

Fax Number

ppizzo@abidebuilders.com

E-Mail

By:



Signature of Bidder Representative

Date: 3/17/2016

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work (%)	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
35% Paving - <del>55%</del>	B&B Asphalt	6610 Asher Lane Sacramento, CA 95828	Class A. 590302	tracy@bbasphalt.com 916-383-2888	1000001902
4% Demo - %	Harrison Concrete Cutting	33522 Count Road 24 Woodland, CA 95695	C-16/D06, C21 764041	Jamie@harrisonconcretecutting.com 530-662-2185	1000002611
2% Striping	Sierra Striping	9725 Deird. Ste A Roseville, CA 95747	CA LIC 651790	kimberly@sierrastriping.com 916-748-8430	1000002790
<del>Surfacing</del>	<del>Sequoia Surfacing &amp; Engineering</del>	<del>4773 Barnes Rd. Santa Rosa CA 95403</del>	<del>CSLB 353540</del>	<del>sequoiasurfacing.com 707-477-3779</del>	<del>1000000504</del>
5% Asphalt Grinding	Anrak	5820 Maynew Rd. Sacramento CA 95827	CA LIC 256390	chris@anrak.com 916-383-5030	1000002952
0.5% Staking	Watson Eng.	1901 Lindsay Dr. Roseville CA 95678	LS 7712	mark@watsonengineering.com 916-789-9302	1000009921
<del>Fencing</del>	<del>Afford Fence</del>	<del>4025 Carlinville Ave Rocklin CA 95765</del>	<del>CA 93008</del>	<del>mbennette@affordfence.com 916-626-3888</del>	<del>1000000253</del>
4% Surfacing	First serve Productions	Daville, CA	773811	925-202-5228	1000003156
3% Fencing	Golden Bay Fence	Stockton, CA	664905	209-944-5757	1000000720

Description & Portion of Work (%)	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: Abide Builders, Inc.

Date: 03-17-16

Name: Philip Pizzo



Signature of Bidder Representative:

Address: 825 Riverside Pkwy, Ste. 120 West Sacramento, CA 95605

Phone: 916-375-1009

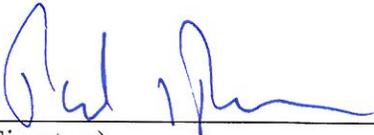
**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

  
\_\_\_\_\_  
(Signature)

Philip Pizzo  
\_\_\_\_\_  
(Print)

03-17-2016  
\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the President [Title] of Abide Builders, Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03-17-2016 [Date], at West Sacramento [City], CA [State].

Signed: \_\_\_\_\_



Typed Name: Philip Pizzo





## Bid Package 15-08

# DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5<sup>th</sup> Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Susan Lovenburg ♦ Alan Fernandes  
Superintendent of Schools: Winfred Roberson

## ADDENDUM #1

### Repair Student Parking Addition & Tennis Courts

at

### Davis HS

February 29, 2016

#### TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

#### PLAN & SPECIFICATION ADDS/CHANGES:

1. Addition of geotechnical report (2003) to be used as ref. only. Use details and criteria found on LMC Plans dated 2-18-2016 & Addenda's for construction criteria.
2. Pre-Bid Walk Through Sign-in sheet dated 2-24-2016
3. Alternate Access & Staging Areas (Limits of Work – Base Bid) SK-01
4. Paving Geotech Report (AEC) provided as ref. only
5. Replace Project Bid Form Pages 15, 16 & 17 & Special Conditions Page 135
6. Add Alternate No. 1 (Tennis Courts) – Revised Sheet C4 (Topographic Survey & Demolition Plan), Sheet C6 (Civil Site Plan), and Sheet C9 (Grading Drainage and Utility Plan)
7. Revisions to AC Mix from 3/8" to 1/2" max. aggregate size – Revised Sheet C2 (Abbreviations and General Notes).
8. Add Alternate No. 2 (Parking Lot Paving) – Add alternate for providing Geotechnical fabric in drive aisle and alternative paving option in parking lot areas – Revised Sheet C5 (Civil Site Plan).

#### Clarification Questions:

Please Note: Bidders who "no bid" items understand this is an "All or Nothing Bid." This bid will be awarded to the lowest responsive responsible bidder.

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address [gparker@djUSD.net](mailto:gparker@djUSD.net) or by fax to (530)757-5321

By: George Parker  
Director Facilities, Maintenance & Operations



## Bid Package 15-08

# DAVIS JOINT UNIFIED SCHOOL DISTRICT

1919 5<sup>th</sup> Street, Davis, CA 95616 ♦ FACILITIES PLANNING DEPARTMENT Telephone: (530) 759-2182

Board of Education: Madhavi Sunder ♦ Barbara Archer ♦ Tom Adams ♦ Susan Lovenburg ♦ Alan Fernandes  
Superintendent of Schools: Winfred Roberson

## ADDENDUM #2

### Repair Student Parking Addition & Tennis Courts

at

### Davis HS

March 14, 2016

#### TO ALL BIDDERS:

The following changes, omissions, and/or additions to the Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

All parties of interest shall take careful note of the addendum so that the proper allowances may be made in strict accordance with the Addendum.

Bidder shall acknowledge receipt of this addendum by signing and attaching this form to the Consultant Proposal. Failure to do so may subject Bidder to disqualification. All other bid criteria shall remain unchanged.

In case of conflict between bid documents and this addendum, this addendum shall govern.

#### PLAN & SPECIFICATION ADDS/CHANGES:

1. **Sheet 5, Special Provisions Note A has been deleted (Revised Sheet 5)**

#### Clarification Questions:

1. *Ref 5/14: On the west side of the parking lot in the area where the NO PARKING is shown on 7/14 there is a cross hatch pattern that is not identified in the construction notes. What goes back on this area? This location has two hatchings on top of each other. The first one diagonal hatching that represents striping for this area, see Sheet 10. The other hatching is for Construction Note 1.*
2. *Ref 5/14: Construction note 1 calls out 9" of asphalt. Is this correct? Yes, 9" is the correct thickness of asphalt for areas designated with Construction Note 1.*
3. *Will there be 1 or 2 coats of paint for striping? It's typically 2-coats but wanted to clarify. There will be two coats of paint for striping.*
4. *Striping removal prior to a 1" overlay in the middle parking bays (special provisions note A and construction note 13). I don't see a need to remove striping when there is an overlay. Please clarify locations for all stripe removal. Striping to remain. Sheet 5, Special Provisions, Note A to be deleted.*
5. *Special provisions note A also mentions sealcoat. Where is the sealcoat to be installed onsite? Is there a sealcoat spec available (1 or 2 coats and type of sealcoat)? There is no seal coat. Sheet 5, Special Provisions, Note A to be deleted.*

6. Are the locations to receive crack seal at the parking bays only? Please clarify locations for crack seal. **Yes, parking bays only.**
7. What type of acrylic surfacing material shall be used for the tennis courts (plan sheet 6, note 3)? Provide one of the following available product systems; SportMaster Sport Surfaces, PlexiPave, DecoColor, Laykold ColorCoat or approved equivalent.
8. What type of fabric shall be used for the "fabric interlayer" in the drive isles per note #1, Add Alt. 2 plan sheet 5? Fabric shall be Mirafi MPV500 or approved equivalent.
9. Note #2 on Plan sheet 4 shows all of the existing AC & AB to for the (5) tennis courts and area surrounding the (5) courts to be removed however note #1 on plan sheet #6 indicates that 3" AC and 5" AB are to be placed within the tennis courts and not the areas surrounding the tennis courts. Please clarify. **Construction Note 1/Sheet 6 is for the tennis courts and surrounding areas to place AC & AB to the area that was removed per Sheet 4.**
10. Is Lime treatment to be included in our bids? **No lime treatment for this project.**
11. Will the curbs located within the parking areas get removed and replaced? If a 1" or 1.5" overlay will be placed in the parking areas then 1 or 1.5" reveal of curb face will be covered up by the asphalt. **Curbs to be removed are noted on the plans. Some existing curbs will have less reveal due to the overlay.**
12. General Note "C" refers to reusing AB in tree removal areas. Please specify where these locations are onsite and which trees are to be removed. **No trees will be removed with this project.**
13. Can any harvested AB material from onsite be re-used in areas indicated on the plans (V-gutter, tennis courts, etc.)? **The Pavement Testing & Analysis report showed minimal AB in the parking lot. If grindings when processed can meet the requirements of Class 2 AB, thy can be used for sidewalk, curb and gutter, and valley gutter improvements.**
14. Does the school or school district have a need for asphalt grindings? They are useful for maintenance roads, overflow for parking areas, etc. **Contractor shall haul away asphalt grindings.**

Please Note: Bidders who "no bid" items understand this is an "All or Nothing Bid." This bid will be awarded to the lowest responsive responsible bidder.

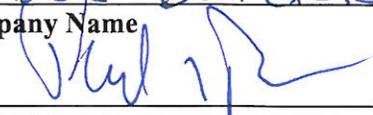
**THIS CLOSES THE REQUEST FOR INFORMATION.**

Please confirm receipt of this addendum by date, signature this form and on bid proposal form. Contact the undersigned for any additional questions at e-mail address [gparker@djusd.net](mailto:gparker@djusd.net) or by fax to (530)757-5321

By: George Parker  
Director Facilities, Maintenance & Operations

ADDENDA No. 2  
Repair Student Parking & Tennis Courts  
Davis HS – PN 15-08

Abide Builders, Inc.  
Company Name

  
Signature

3/16/2016  
Date

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Indemnity Company of California (hereafter called "Surety"), are hereby held and firmly bound unto the Davis Joint Unified School District (hereafter called "Owner") in the sum of Ten Percent (10%) of Total Amount of Bid (\$ 10% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 29th day of February, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Repair Student Parking Lot & Tennis Court

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void, otherwise, the same shall remain in force and effect.

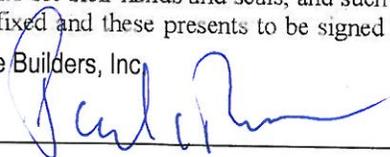
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Abide Builders, Inc.

By



Principal's Signature

(Corporate Seal)

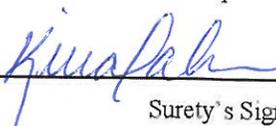
Philip Pizzo

Typed or Printed Name

President

Principal's Title

By



Surety's Signature

(Corporate Seal)

Karina Palmer

Typed or Printed Name

(Attached Attorney in Fact Certificate)

Attorney-in-Fact

Title

Indemnity Company of California

Surety's Name

1610 Arden Way, Ste. 299, Sacramento, CA 95815

Surety's Address

(916) 924-9112

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Indemnity Company of California

1610 Arden Way, Ste. 299, Sacramento, CA 95815

(Name and Address of agent or representative for service of process in California if different from above)

Warren G. Bender Co.

516 Gibson Drive, Ste. 240, Roseville, CA 95678

(Telephone Number of Surety and agent or representative for service of process in California).

Surety: (916) 924-9112

Agent: (916) 380-5300

[End of Required Bid Documents to be Submitted with Bid]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

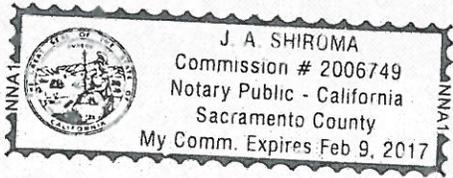
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Placer }

On February 29, 2016 before me J. A. Shiroma, Notary Public, personally appeared  
Date Here Insert Name and Title of the officer

Karina Palmer  
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: J. A. Shiroma  
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: \_\_\_\_\_

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: \_\_\_\_\_

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

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

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

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Edward D. Johnson, Stephen D. Bender, Karina Palmer, Todd J. Sorensen, Julie A. Shiroma, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed,

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney,

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 29th day of February, 2016.

By: *Cassie J. Bernisford*  
Cassie J. Bernisford, Assistant Secretary