

**BIDDER'S PROPOSAL**  
**PROJECT NO: 41-5170-52001.14630**

**MALT AVENUE STREET RACING MITIGATION IMPROVEMENT PROJECT  
IN THE CITY OF COMMERCE**

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND ATTACHMENTS AS  
REQUIRED**

**SUBMITTED BY:** E. C. Construction Co.  
(Bidder's Name)

In accordance with the City of Commerce's Notice Inviting Sealed Bid Proposals, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Commerce of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of Commerce's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of Commerce and this bid and the acceptance hereof may, at the City of Commerce's option, be considered null and void.

**DELIVERED TO:** City of Commerce  
Attn: Purchasing Division of Finance  
2535 Commerce Way  
City of Commerce, California 90040

Bid shall be submitted in a sealed envelope and plainly marked on the outside "MALT AVENUE STREET RACING MITIGATION IMPROVEMENT PROJECT, PROJECT NO. 41-5170-52001.14630, – Do Not Open With Regular Mail".

**BID DUE DATE:** July 6, 2017 at 3:00 PM. *Late proposals will not be considered.*

## **BID SCHEDULE**

### **MALT AVENUE STREET RACING MITIGATION IMPROVEMENT PROJECT**

To the Commerce City Council, herein called the "Council"; Pursuant to and in compliance with your Notice Inviting Bids and the other documents` relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO BIDDERS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and 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, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required for this contract in the City of Commerce, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule. Bidder shall provide a BID AMOUNT FOR EACH BID ITEM. Failure to provide a bid amount for each item shall render the bid non-responsive. Bidder shall provide the BID AMOUNT FOR THE TOTAL COST OF LABOR, MATERIALS & ALL ITEMS ASSOCIATED WITH THE FULL COMPLETION OF THE NOTED SCOPE OF WORK and for the installation of bid items. Failure to provide a bid amount for the total cost of labor for the project shall render the bid non-responsive.

In accordance with the City of Commerce's Notice of Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Commerce of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. THE CITY OF COMMERCE RESERVES THE RIGHT TO DELETE OR CANCEL ANY ITEM FROM THE CONTRACT AT ANY TIME FOR ANY REASON. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or the lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

The contract will be awarded to a responsible contractor which submits the lowest responsive bid. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing their required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City of Commerce's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the

property of the City of Commerce and this bid and the acceptance hereof, at the option of the City of Commerce, may be considered null and void.

The undersigned, having carefully examined the Project Specifications for the **MALT AVE STREET RACING MITIGATION IMPROVEMENTS PROJECT** HEREBY PROPOSES to furnish all materials, equipment, tools, labor, transportation, incidentals, methods, for the complete installation of Asphalt speed Humps on Malt Ave with all Associated signing and striping and Rumble strips bid items in complete accordance with the said Project Specifications for the following unit prices. The work includes all the requirements included in these specifications.

Our bid to furnish and construct all necessary improvements in conformance, plans, specifications; and all applicable codes/standards is as follows:

**BIDDER TO COMPLETE ALL SHADED AREAS**

<b>BASE CONTRACT BID</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Per plan and specifications furnish all labor, material and equipment to <u><b>mobilize, demobilize,</b></u> and provide cleanup of construction site: provide all bonds, insurances, and obtain all permits, (60% due at mobilization, 40% due at demobilization), complete for the Lump Sum Price of:	1	LS	2,000. <sup>00</sup>	2,000. <sup>00</sup>
2	Per plan and specifications furnish all labor, material, and equipment as required to provide public convenience, safety and <u><b>traffic control,</b></u> including warning signs, high level warning devices, delineators, regulatory signs, barricades, and trench plate bridging, complete for the Lump Sum Price of:	1	LS	4,500. <sup>00</sup>	4,500. <sup>00</sup>
3	Per plan and specifications furnish all labor, material, and equipment as required to Construct a 76 feet long and 12 feet wide and 3.5" high Asphalt Concrete Speed Cushion 1/2" hot mix-PG 64-10 including cold Milling existing AC <b>per detail "A"</b> , complete for the Unit Price of:	6	EA	4,510. <sup>00</sup>	27,060. <sup>00</sup>
4	Per plan and specifications furnish all labor, material, and equipment as required to Remove sign and post, complete for the Unit Price of:	2	EA	500. <sup>00</sup>	1,000. <sup>00</sup>
5	Per plan and specifications furnish all labor, material, and equipment as required to Install a sign and post, complete for the Unit Price of:	20	EA	270. <sup>00</sup>	5,400. <sup>00</sup>

## BASE CONTRACT BID

Item #	Description	Quantity	unit	Unit Price	Total
6	Per plan and specifications furnish all labor, material and equipment necessary to <u>install thermoplastic edgeline stripe per Caltrans Detail 27B</u> complete in place for the Unit Price of:	5,000	EA	.70	3,500.00
7	Per plan and specifications furnish all labor, material and equipment necessary to <u>install thermoplastic Chevron per Detail "C" and "F"</u> complete in place for the Unit Price of:	36	EA	117.00	4,212.00
8	Per plan and specifications furnish all labor, material and equipment necessary to <u>install thermoplastic centerline pavement markers per Caltrans Detail 23 as shown on Detail "F"</u> complete in place for the Unit Price of:	80	LF	6.00	480.00
9	Per plan and specifications furnish all labor, material and equipment necessary to <u>install transverse rumble Strips 6 feet wide and 40 feet long on Malt Ave per detail "B"</u> complete in place for the Unit Price of:	2	EA	500.00	1,000.00
All other work items, materials, equipment, tools, labor, transportation, incidentals, and methods which are not specifically listed in the above bid items, but are necessary to complete the project per plans, specifications, and all applicable standards and codes are considered to be included in the above bid items.					
Total Base Contract Bid Amount in Numbers:		\$ 49,152.00			
Total Base Contract Bid Amount in Words:		FOURTY NINE THOUSAND, ONE HUNDRED FIFTY TWO DOLLARS			

## Additive Bid Alternative 1-Supplemental Signing & Striping

Item #	Description	Quantity	unit	Unit Price	Total
10	Per plan and specifications furnish all labor, material, and equipment as required to Install a sign on the same post or existing post complete for the Unit Price of:	14	EA	175.00	2,450.00
11	Per plan and specifications furnish all labor, material and equipment necessary to <u>install thermoplastic "BUMP" pavement legend per Detail "D"</u> complete in place for the Unit Price of:	24	EA	200.00	4,800.00

Additive Bid Alternative 1-Supplemental Signing & Striping					
Item #	Description	Quantity	unit	Unit Price	Total
12	Per plan and specifications furnish all labor, material and equipment necessary to <u>install thermoplastic 12" Wide Advance Warning Striping per Detail "E"</u> complete in place for the Unit Price of:	500	LF	5.50	2,750.00
13	Per plan and specifications furnish all labor, material and equipment necessary to <u>install thermoplastic 12" Wide Striping around speed hump per Detail "F"</u> complete in place for the Unit Price of:	1800	LF	3.50	6,300.00
All other work items, materials, equipment, tools, labor, transportation, incidentals, and methods which are not specifically listed in the above bid items, but are necessary to complete the project per plans, specifications, and all applicable standards and codes are considered to be included in the above bid items.					
Total Additive Bid Alternative 1 Amount in Numbers:		\$ 16,300.00			
Total Additive Bid Alternative 1 Amount in Words:		SIXTEEN THOUSAND, THREE HUNDRED DOLLARS.			

Additive Bid Alternative 2- Restripe Malt Ave					
Item #	Description	Quantity	unit	Unit Price	Total
14	Per plan and specifications furnish all labor, material and equipment necessary to <u>Remove existing striping and RPMs by grinding/sandblasting and install new thermoplastic striping to include centerline stripe detail 22, lane lines detail 9, detail 38, pavement legends such as R/R, stop bars, , left and right Arrows, chevrons, 12" crosswalks, 12" limits line, etc...</u> for Malt Ave from Garfield Ave to Telegraph Road complete in place for the Unit Price of:	1	LS	17,000.00	17,000.00
All other work items, materials, equipment, tools, labor, transportation, incidentals, and methods which are not specifically listed in the above bid items, but are necessary to complete the project per plans, specifications, and all applicable standards and codes are considered to be included in the above bid items.					
Total Additive Bid Alternative 2 Amount in Numbers:		\$ 17,000.00			
Total Additive Bid Alternative 2 Amount in Words:		SEVENTEEN THOUSAND DOLLARS.			

<b>GRAND TOTAL BASE BID + ADDITIVE BID ALTERNATIVE 1 + ADDITIVE BID ALTERNATIVE 2 AMOUNT IN NUMBERS:</b>
<b>\$ 82,452.00</b>
<b>GRAND TOTAL BASE BID + ADDITIVE BID ALTERNATIVE 1 + ADDITIVE BID ALTERNATIVE 2 AMOUNT IN WORDS:</b>
<b>EIGHTY TWO THOUSAND, FOUR HUNDRED FIFTY TWO DOLLARS.</b>

The contractor must bid all three bid schedule to include Base bid and Additive Bid Alternative 1 and Additive Bid Alternative 2. The low bid will be established based on the "Base Bid". The Additive Bid Alternatives will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract.

It is understood and agreed that:

- (1) The contract will be awarded on the basis of the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed.
- (2) After the bid has been accepted, the designated contractor shall attend a pre-job conference. The contractor shall be informed of said time and location.
- (3) No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (4) The City will not be responsible for any errors or omissions on the part to the undersigned in making up submitted bid, nor will bidders be released on account of errors.
- (5) The undersigned hereby certifies that this Proposal is genuine and is not fraudulent or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself and advantage over any other bidder.
- (6) The undersigned is licensed in accordance with the Laws of the State of California.
- (7) The undersigned bidder agrees to commence work within ten (10) working days from the date of execution of the contract by the City and agrees to have all the work completed within twenty (20) working days from said date of the Notice to Proceed.

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed

BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER agrees that the City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed forty percent (40%) (in addition or minus) of the total bid amount. If the change exceeds forty percent (40%), a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. All other work items not specifically listed above, but necessary to complete the work per applicable standards are assumed to be included in the above bid prices.

#### **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK**

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: JAMES BLEECKEN

Date of Inspection: JULY 5, 2017

### **ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal: **IF NO ADDENDUM HAS BEEN RECEIVED, WRITE "NONE"**.

Addendum No. NONE Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

### **REQUIRED DOCUMENTS**

- BID PROPOSAL FORM
- BID BOND FORM
- PROPOSED SUBCONTRACTORS FORM
- BIDDER QUALIFICATION FORM
- BIDDER INFORMATION FORM
- NON COLLUSION AFFIDAVIT
- ONE ORIGINAL and TWO COPIES



**SIGNATURE**

**IN WITNESS WHEREOF**, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals.

Legal Name of Bidder: E. C. CONSTRUCTION CO.

Federal I.D. No.: 95-3245210 Contractor's License No.: 366814

License Expiration Date: 11/30/18 License Classification: A

Business Address 2213 CHICO AVE  
(Street and/or P.O. Box)

SOUTH EL MONTE, CA 91733  
(City) (State) (Zip)

E-Mail Address: jsb@ecconst.com

Business Telephone No.: 626 444 9596 Facsimile No.: 626 444 3077

**SIGN HERE ----->** John K. Walters President  
Signature of Bidder - Print Name and Title of Bidder

Executed this 6<sup>th</sup> day of July, 2017 at South El Monte, California.

Subscribed and sworn to this 6<sup>th</sup> day of July, 2017. \*

**NOTARY PUBLIC** Catherine M. Baird

\* and proved to me on  
the basis of satisfactory  
evidence.



### PROPOSED SUBCONTRACTORS FORM

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in its bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the 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 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 Contractor's total bid; and the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor.

No	Name, address, and phone number of subcontractors, suppliers, and vendors	Name portion of work, materials, and/or equipment	Contractor's License #	DIR #	Dollar Amount	% of Total Bid Amount
1	SUPERIOR PAVEMENT MARKINGS 5312 CYPRESS ST CYPRESS, CA 714 995 9100	THERMOPLASTIC STRIPPING & SIGNALING	776306	100000 1476	\$ 31,822. <sup>00</sup>	.38%
2					\$	
3					\$	
4					\$	
5					\$	

No	Name, address, and phone number of subcontractors, suppliers, and vendors	Name portion of work, materials, and/or equipment	Contractor's License #	DIR #	Dollar Amount	% of Total Bid Amount
6					\$	
7					\$	

**Note:** The prime contractor is required to perform, with its own organization, contract work amounting to at least 51% of the Contract Price.

John K. Walters  
Signature  
7-6-17  
Date

John K. Walters - President  
Name and Title  
E. C. CONSTRUCTION CO.  
Company Name

### **BIDDER QUALIFICATION FORM**

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill, business and financial standing.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work with public agency within the past three years.

**Additional pages supporting this portion of the proposal may be attached.**

*\* PLEASE SEE ATTACHED REF. SHEET \**

**REFERENCES**

Reference 1	
Project Owner/Client	
Brief Description	
Contract Amount	
Completion Date	
Address	
Contact Person	
Telephone	

Reference 2	
Project Owner/Client	
Brief Description	
Contract Amount	
Completion Date	
Address	
Contact Person	
Telephone	

Reference 3	
Project Owner/Client	
Brief Description	
Contract Amount	
Completion Date	
Address	
Contact Person	
Telephone	

Reference 4	
Project Owner/Client	
Brief Description	
Contract Amount	
Completion Date	
Address	
Contact Person	
Telephone	

Reference 5	
Project Owner/Client	
Brief Description	
Contract Amount	
Completion Date	
Address	
Contact Person	
Telephone	

Reference 6	
Project Owner/Client	
Brief Description	
Contract Amount	
Completion Date	
Address	
Contact Person	
Telephone	

Reference 7	
Project Owner/Client	
Brief Description	
Contract Amount	
Completion Date	
Address	
Contact Person	
Telephone	

## E.C. CONSTRUCTION REFERENCES

## PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

EC Job#	Project Name	Total Value of Construction	Completion Date	Owner of Project & Owner Reference
161012	La Bonita Park- Parking Lot Improvement Project #2-P-16	\$ 120,707.00	Feb-17	City of La Habra Contact : Christine Kaskara Email: ckaskara@lahabracal.gov Phone: 562/383-4170
160608	Comstock Avenue Widening Mar Vista st. to Penn St.	\$ 292,958.00	Mar-17	City of Whittier Contact: Sunny Ng Email: sng@cityofwhittier.org Phone: 562/ 567-9518
160601	El Molino Ave Atreet Rehabilitation Project	\$ 378,995.00	Jan-17	City of San Marino Contact: Dean Werner Email:dwyner@cityofsanmarino.org Phone: 626/300-0796
160518	Valley College Campus Wide Parking Lot Reconditioning	\$ 147,895.00	Aug-16	San Bernardino Comm. College District Contact: Steve Karimi Email: skarimi@kitchell.com Phone: 909/740-3853
160509	Huney Valley (SVRA) Project #C1556021 Gold Hill Rd. Pavement Project	\$ 187,650.00	Nov-16	Department of Parks and Recreation Contact: Barbara Learn Email: Barbara.Learn@parks.ca.gov Phone: 916/324-1616
160503	Clybourn Avenue Blast Project # E15-27	\$ 129,839.00	Aug-16	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Email: BANDERSON@bur.org Phone: #818/565-1305
160405	Concrete Pavement Rehabilitation Foothill Blvd. Michillinda to Santa Anita PO#81842	\$ 1,012,803.00	Oct-16	City of Arcadia Contact: Tim Kelleher Email: tkelleher@ci.arcadia.ca.us Phone: 626/574-5484
160309	Viacom/Paramount Avation Facility Upgrade	\$ 150,930.00	Nov-16	Paramount Pictures, Inc. Contact: Greg Smith Email: greg_smith@paramount.com Phone: 323/956-8978
151212	Lacy Park - Playground Improvements	\$ 110,234.00	May-16	City of San Marino Contact: Dean Werner Email:dwyner@cityofsanmarino.org Phone: 626/300-0796
150903	Cerritos Concrete Paving Repair	\$ 139,285.00	Nov-15	UPS Contact: Kevin Thompson Email: kthompson2@ups.com Phone: 562/404-3281
150603	Hangar 2 Ramp Project PH 2 E15-04 Burbank Airport	\$ 131,665.00	Sep-15	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Email: BANDERSON@bur.org Phone: #818/565-1305
150602	Retaining Wall at Hay Barn MT SAC BID NO 3021	\$ 48,805.00	Feb-16	Mt San Antonio College Contact: Caryn Cowin Email: Ccowin@MTSAC.edu Phone: 909/ 594-5611

## PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

150512	<b>MKHS Fencing Project PO #PU324</b>	\$ 824,862.00	Jun-16	Alhambra USD Contact: Eric Espinosa Email: espinosa_eric@ausd.us Phone: 626/ 308-2200
150504	<b>Hugo Reid Neighborhood Safe Routes to School Improvements</b>	\$ 595,103.00	Jan-16	City of Arcadia Contact: Tim Kelleher Email: tkelleher@ci.arcadia.ca.us Phone: 626/ 574-5484
150114	<b>Annual Residential Resurfacing Project</b>	\$ 207,449.00	Sep-15	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
141208	<b>Monterey Highlands ES Lower</b>	\$ 202,591.00	Jun-15	Alhambra USD Contact: Mike Vollebregt Email: mike@tkrllcconsulting.com Phone: 626/943-6609
141112	<b>Paving Repairs at Inglewood</b>	\$ 304,637.00	Feb-15	UPS Contact: Tom Colendich Email: tcolendich@ups.com Phone: 916/267-6004
160104	<b>Santa Fe Springs Rd &amp; Workman Mill Rd BTA Grant Resurfacing CONTRACT #A16-008</b>	\$ 784,730.00	Apr-16	City of Whittier Contact : Sunny Ng Email: sng@cityofwhittier.org Phone: 562/567-9518 Fax: 562/567-2874
150706	<b>Lacy Park - Loop Road Rehabilitation, #3350</b>	\$ 269,855.00	Nov-15	City of San Marino Contact: Dean Werner Email: dwerner@cityofsanmarino.org Phone: 626/300-0796 Fax: 626/300-0797
150204	<b>Del Valle Memorial, Project #2014-5</b>	\$ 957,302.00	Nov-15	City of Lakewood Contact: Kimberly McDowell Email : KMcDowel@lakewoodcity.org Phone :562/866-9771 ext.2506 Fax: 562/866-4504
150503	<b>Safe Routes to School &amp; Paving on 1st &amp; 2nd St. #C2M15-23</b>	\$ 305,251.00	Oct-15	City of Alhambra Contact: Melissa Ramos Email: mramos@cityofalhambra.org Phone: 626/570-5067 Fax: 626/282-5833
150116	<b>Senior Center Para- Transit &amp; Trellis Site Improvements</b>	\$ 422,891.00	Sep-15	City of South El Monte Contact: Bruno Callu Email: cityengineer@soelmonte.org Phone: 626/579-6540 Ext. 3163 Fax: 626/579-2409
131005	<b>Heritage Mausoleum Roadway &amp; Utilities Expansion, C2130030</b>	\$ 2,856,903.00	Jul-15	Forest Lawn Memorial Park Association Contact: Charise Stuber Email: cstauber@forestlawn.com Phone: 323/551-5036 Fax: 323/551-5070



## PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

150114	<b>Annual Residential Resurfacing Project - Hellman Avenue, C16404</b>	\$ 207,449.00	Jun-15	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
141105	<b>Safe Route to School - Cycle 10 Ph 2 Improvement - Strozier Avenue, #67-900-9010-281</b>	\$ 254,458.00	Apr-15	City of South El Monte Contact: Bruno Callu Email: cityengineer@soelmonte.org Phone: 626/579-6540 Ext. 3163 Fax: 626/579-2409
141104	<b>2014 HUD Street Rehabilitation Proj. #C2M14-49</b>	\$ 1,386,949.00	Mar-15	City of Alhambra Contact: Amanda Eitel Email: aeitel@cityofalhambra.org Phone: 626/570-5062 Fax: 626/282-5833
140501	<b>Hawthorne Street Improvements</b>	\$ 667,105.00	Feb-15	City of South Pasadena Contact : Alex Chou Email: Achou@ci.south-pasadena.ca.us Phone: 626/403-7244 Fax: 626/403-7241
131010	<b>Rosemead Civic Center Ph 3, Downtown Plaza</b>	\$ 1,561,699.00	Feb-15	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
140906	<b>Bell Canyon Road Project - Hackamore to Flinklock Lane</b>	\$ 326,465.00	Jan-15	Bell Canyon Association Contact: Diane Rossiter Email: gm@bellcanyon.com Phone #818/346-9879 Fax # 818/883-8490
140408	<b>I-Lift South / Adult Transition</b>	\$ 564,690.00	Dec-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140804	<b>Service Road Relocation Runway #33 Proj #E14-13 @ Bob Hope Airport</b>	\$ 250,481.00	Nov-14	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Phone: #818/565-1305 Fax : 818/840-0651
140716	<b>Runway 33 Safety Area Ph. 2, Proj #E13-10 @ Bob Hope Airport</b>	\$ 249,994.00	Nov-14	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Phone: #818/565-1305 Fax : 818/840-0651
140504	<b>Street Rehabilitation, Lorain Rd &amp; Winston Ave, Proj. #3850 &amp; #9507</b>	\$ 453,827.00	Nov-14	City of San Marino Contact: Carlos Alvarado, PE Email: rsccegr@aol.com Phone: 626/960-1889 Fax: 626/960-9002

## PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

140205	Huntington Drive Rehabilitation and Irrigation Project #2877	\$ 480,260.00	Nov-14	City of San Marino Contact: Carlos Alvarado, PE Email: rscengr@aol.com Phone: 626/960-1889 Fax: 626/960-9002
140606	Ramona E.S. Lower Grades Playground #PR201	\$ 231,287.00	Nov-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140605	Granada E.S. Kindergarten Playground #PR196	\$ 200,131.00	Oct-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140503	Huntington Middle School Parking Lot Improvements	\$ 595,519.00	Oct-14	San Marino USD Contact: Gerald Schober Email: gerald@scmcinc.com Phone: 805/495-1141 Fax: 805/495-1554
131211	Chestnut Parking Lot	\$ 471,120.00	Oct-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140305	Monterey Road Street Rehabilitation	\$ 219,118.00	Jul-14	City of San Marino Contact: Carlos Alvarado, PE Email: rscengr@aol.com Phone: 626/960-1889 Fax: 626/960-9002
140401	San Fernando Regional Pool Parking Lot	\$ 246,387.00	Jul-14	City of San Fernando Contact: Manuel Fabian Phone: 818/898-1243 Fax: 818-361-6728
140305	2013-14 Street Resurfacing #01400302	\$ 395,317.00	Jul-14	City of Monrovia Contact : Jun Cervantes Email: jcervantes@ci.monrovia.ca.us Phone: 626/256-8299 Fax: 626/932-5559
140208	Imperial Highway Improvement West of Walnut Avenue	\$ 97,323.00	Apr-14	City of La Habra Contact : Brian Jones Phone: 562/383-4170 Fax: 562/690-5010
130908	Broadway Safety Traffic Striping Project	\$ 154,275.00	Apr-14	City of Whittier Contact : Chris Magdosku Phone: 562/567-9507 Fax: 562/567-2874
130604	Mission, Oxley & Park Street Improvements, #2013-04	\$ 576,442.00	Mar-14	City of South Pasadena Contact : Gabriel Nevarez Phone: 661/917-8110 Fax: 626/403-7241

## PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

130605	Moffitt, Mound & Rollin Street Improvements, #2013-05	\$ 583,403.00	Jan-14	City of South Pasadena Contact : Gabriel Nevarez Phone: 661/917-8110 Fax: 626/403-7241
130710	Asphalt Repairs - PES 2751 AZUSA	\$ 71,513.00	Nov-13	Northrup Grumman Corp. Contact: Mercy Hernandez Email: Mercy.Hernandez@ngc.com Phone #626/812-2424 Fax #626/334-9256
120404	Valley Circle Roadway Construction Project	\$ 692,337.00	Jul-13	City of El Monte Contact: Mario Mera Email: mmera@ci.el-monte.ca.us Phone: 626/580-2055 Fax: 626/454-3143
130403	Olive Avenue Street Resurfacing, Between Fifth & Mountain, #FY012-2013, Project #C-3059	\$ 875,802.00	Jun-13	City of Monrovia Contact: Jun Cervantes Email: jcervantes@ci.monrovia.ca.us Phone: 626/256-8299 Fax: 626/932-5559
120707	South Access Pedestrian Corridor Improvements, Contract #21,123, Pasadena	\$ 575,872.00	Jun-13	City of Pasadena Contact: Elvin Jiang Email: ejiang@cityofpasadena.net Phone: 626/744-6912 Fax: 626/744-3892
110703	Transit Center @ East L.A. College, PO #68636, Monterey Park	\$ 1,109,029.00	Jun-13	City of Monterey Park Contact: Cesar Vega Email: cvega@montereypark.ca.gov Phone: 626/307-1322 Fax: 626/307-2500
120517	Huntington Dr. St. Rehab & Irrigation, San Marino	\$ 642,976.00	November-12	City of San Marino Contact: Carlos Alvarado, PE Email: rscengr@aol.com Phone: 626/960-1889 Fax: 626/960-9002
110702	Rosemead Community Recreation Center & Library Parking Lot	\$ 1,249,321.00	September-12	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
101107	Pasadena Civic Center Mid-Town Improvements	\$ 3,413,009.00	February-12	City of Pasadena Contact: Elvin Jiang Email: ejiang@cityofpasadena.net Phone: 626/744-6912 Fax: 626/744-3892
101210	Mary Van Dyke Park Phase II, So. El Monte	\$ 763,295.00	January-12	City of South El Monte Contact: Bruno Callu Email: cityengineer@soelmonte.org Phone: 626/579-6540 Ext. 3163 Fax: 626/579-2409

## **BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name E. C. CONSTRUCTION CO.

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)  
CORPORATION

If a Corporation, State of Incorporation (i.e., Calif.) CALIFORNIA

Business Address 2213 CHILO AVE.  
50 EL MONTE, CA 91737

Telephone 626 444 9596

State Contractor's License No. and Class 366814 - A

Original Date Issued 4/52 Expiration Date 11/2018

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

JOHN K. WALTERS - PRESIDENT  
\_\_\_\_\_  
\_\_\_\_\_

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

NONE  
\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A  
\_\_\_\_\_

Previous contract performance history:

Was any contract terminated previously?: NO

**If the answer to the above is "yes", provide the following information:**

Contract name and contract number: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.: \_\_\_\_\_

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 6<sup>th</sup> day of July, 2017.

BIDDER John K. Walters

Subscribed and sworn to this 6<sup>th</sup> day of July, 2017.

#### ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 6, 2017 before me, Catherine M. Baird, Notary Public  
(insert name and title of the officer)

Personally appeared JOHN K. WALTERS,  
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 acknowledgment 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 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 Catherine M. Baird (Seal)



# NON-COLLUSION AFFIDAVIT

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California

County of Los Angeles

(Name) JOHN K. WALTERS, Affiant, being first duly sworn, deposes and says that, he

or she is PRESIDENT of EC CONSTRUCTION CO., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly, induced or solicited any other bidder to put in a false or fraudulent sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a fraudulent 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 or 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 against thereof to effectuate a collusive or sham bid.

Project Name: MALT AVE STREET RAISING  
MITIGATION IMPROV. PROJECT.

Project Number: 41-5170-52001 14630

Company: E. C. CONSTRUCTION CO.

Address: 2213 CHINA AVE SO EL MONTE, CA 91733

Signature: John K. Walters

Title: PRESIDENT

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 6<sup>th</sup>  
day of July, 2017, by JOHN K. WALTERS



proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.

(Seal)

Signature Catherine M. Baird

## **Non-collusion Affidavit**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the City of Commerce, Community Development Department:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or fraudulent; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or fraudulent sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a fraudulent 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 fraudulent sham bid.

**Note:** *The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*

## **BONDS**

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure faithful performance and payment bonds:

SUPPUS, MARIL INSURANCE CO.  
350 EL DORADO ST PASADENA, CA 626 795 9921

## **SITE INSPECTION**

The Bidder declares that he/she has carefully read and examined the project specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site:

James Brecken

Date of Inspection:

7-5-17

## **ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

## **AFFIRMATIVE ACTION CERTIFICATION**

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

## **LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title, California Code of Regulations.



**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**  
**(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01.A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

**PREVAILING WAGE**

Attention is directed to Section 7-1.01.A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Commerce 2535 Commerce Way, Commerce, CA., 90040 address. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

**NONCOLLUSION AFFIDAVIT**

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein: that no officer, agent, or employee of the City of Commerce is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

**BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, palletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The

Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

#### **CONFLICT OF INTEREST**

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

***THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THE ATTACHED CERTIFICATIONS, WHICH ARE A PART OF THIS BID AND CONTRACT DOCUMENTS. BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.***

***(Contractor shall sign and return entire Section C including the required following attached forms with its bids.)***

## WORKERS' COMPENSATION CERTIFICATE

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code, which requires 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 provisions before commencing the performance of the work of this contract.

Date: 7-6-17

Project Number: 41-5170-52001-14630

Project Name: MALT AVENUE STREET RACING MITIGATION IMPROVEMENT PROJECT

Company Name: E. C. CONSTRUCTION CO.

Address: 2213 CHILO AVE SO EL MONTE, CA 91733

FOR THE CONTRACTOR

Title: PRESIDENT

Signature: John K. Walters

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

--

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.*

**BID BOND FORM**

**PROJECT NO: 41-5170-52001.14630**

**MALT AVENUE STREET RACING MITIGATION IMPROVEMENT PROJECT  
IN THE CITY OF COMMERCE**

KNOW ALL MEN BY THESE PRESENTS that

E. C. Construction Co.

as BIDDER, AND

Travelers Casualty and Surety Company of America

as SURETY, are held and firmly bound unto the City of Commerce, in the penal sum of  
Ten Percent of Bid Amount dollars

(\$ 10%), which is ten percent (10%) of the total amount bid by BIDDER

To the City of Commerce for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Commerce for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Commerce. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and

seals this 29th day of June, 2017.

BIDDER\* E. C. Construction Co.

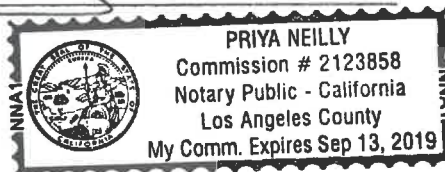
John K. Walters - President  
SURETY\* Travelers Casualty and Surety Company of America

Gary B. Merrill - Attorney-In-Fact

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this 29th day of June, 2017.

NOTARY PUBLIC



\*BIDDER: E. C. CONSTRUCTION CO.  
2213 N. CHICO AVENUE  
SOUTH EL MONTE, CA 91733

TEL. NO. (626) 444-9596

\*SURETY: TRAVELERS CASUALTY & SURETY  
COMPANY OF AMERICA  
21688 GATEWAY CENTER DRIVE  
DIAMOND BAR, CA 91765

TEL. NO. (909) 612-3670

\*AGENT: SUPPLE-MERRILL & DRISCOLL, INC.  
550 EL DORADO STREET  
PASADENA, CA 91101

TEL. NO. (626) 795-9921

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

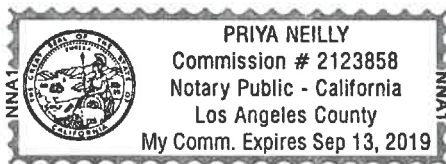
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On June 29, 2017 before me, Priya Neilly, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Gary B. Merrill  
*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 \_\_\_\_\_  
*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: \_\_\_\_\_

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

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.

223256

Certificate No. 007057956

**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

Gary B. Merrill

of the City of Pasadena, 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 2nd day of December, 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



State of Connecticut  
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 2nd day of December, 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, 2021.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public



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, recognizance, 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, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, 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 the 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 29th day of June, 20 17.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.