



June 26, 2018

TO: LOCSO Board of Directors
FROM: Jose Acosta, Utility Systems Manager *JA*
SUBJECT: **Agenda Item 11H – 7/5/2018 Board of Directors Meeting**
Award Bid for Construction of 8th Street Water Yard Building Project
in an Amount Not to Exceed \$148,415.00

DESCRIPTION

President

Vicki L. Milledge

Vice President

Marshall E. Ochylski

Directors

Charles L. Cesena
Louis G. Tornatzky
Christine M. Womack

General Manager

Renee Osborne

District Accountant

Robert Stilts, CPA

Unit Chief

Scott M. Jalbert

Battalion Chief

Greg Alex

Mailing Address:

P.O. Box 6064
Los Osos, CA 93412

Offices:

2122 9th Street, Suite 102
Los Osos, CA 93402

Phone: 805/528-9370

FAX: 805/528-9377

www.lososocsd.org

District staff was authorized to release a Request for Proposal (RFP) for Design/Build for the construction of a steel building at our 8th Street Utility storage facility. The RFP was responded to by three contractors, each submitting a sealed bid, for District staff review.

With all three bids being received, revealed and reviewed, the lowest responsible bid was submitted by Effect Contractors, in the amount of \$148,415.00. After contacting the references provided, reviewing the bid with District Engineer and other District staff, it was agreed, the bid should be considered.

STAFF RECOMMENDATION

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

Motion: I move that the Board authorize staff to enter into a contract with Effect Contractors accepting their bid in the amount of \$148,415.00, for the construction and erection of a utility building at the 8th Street Water Yard.

DISCUSSION

At the April 5, 2018 Board meeting, your Board authorized staff to issue and release an RFP for Design/Build for an 8th Street Utility Building.

The RFP was released and posted for all contractors wishing to review and submit a bid. Staff provided a date for a site walk-through, provided communication with all contractors, and responded to all inquiries from contractors, issuing three addendums. These addendums contained all responses to inquiries from the three contractors who attended the site visit and planning to submit bid packets. Also included in the addendums were documents requested of contractors pertaining to final bid submittals.

On Thursday, May 24, 2018, at 4:00 p.m., with all three contractors delivering their bids, staff opened the three bid packets for public presentation. The bids were documented and amounts compiled on a spreadsheet to send out to staff and contractors. Contractors were notified that staff would review each bid packet for completeness, clarity, and pricing.

After reviewing the individual bid packets, it was discovered that the lowest bidder, Effect Contractors, did not submit their cover sheet stating the company qualifications along with three projects of similar size.

Upon suggestion from District Legal Counsel, Effect Contractors was contacted by staff requesting this information, while also being informed, this information would not be accepted as part of their initial bid. Also communicated was that this information will be presented with the recommendation from staff that the Board waive the technicality, of the omission of original documents, as per the RFP. After discussion with Effect Contractors, communication was made with all three contractors in regards to how staff will proceed.

The bid submitted by Effect Contractors was also forwarded to District Engineer Miller, for review and discussion and it was concluded the bid could be presented. Staff is requesting that the Board review the attachments, spreadsheet listing all amounts submitted on the bid schedules, of all three contractors, along with other information submitted by each contractor. Staff is requesting the Board accept the lowest bid and authorize staff to contact Effect Contractors, notifying them of the award of bid and begin the process to compile a contract for execution of construction.

FINANCIAL IMPACT

The financial impact is estimated to be \$148,415.00. Funding for the project will come from Fund 500, Capitol Improvement Fund.

Attachments

Bid Schedule 8th Street Water Yard Building

		EFFECT	J&P
<i>Item No.</i>	<i>Description</i>	<i>Unit Price</i>	<i>Unit Price</i>
1	Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination	\$8,068.00	\$31,9
2	Soils testing and Assessments	\$3,000.00	\$6,9
3	Engineer Concrete Foundation Plan	\$3,000.00	\$101,6
4	Construction Materials	\$43,847.00	\$48,3
5	Labor (prevailing wage)	\$72,800.00	\$60,9
6	Equipment	\$17,700.00	\$17,2
TOTAL AMOUNT OF BID		\$148,415.00	\$267,0



**EFFECT
CONTRACTORS**

116 West Chestnut St., Nipomo, CA 93444
805 878 2231 ph 805 929 1193 fax
License 835977

June 1, 2018

Los Osos Community Services District
Attn Jose Acosta
2122 9th Street, Suite 102
Los Osos, CA 93402

Re: Bid Workshop / Storage Building at 8th St Yard

Thank you for your consideration of choosing Effect Contractors as your builder for the above referenced project.

Summary of Distinguishing Features:

Effect Contractors aim is to provide our customers with a high level of assurance that their project will be completed following these critical criteria:

SAFETY / QUALITY / COMPLETION TIME / BUDGET

Effect Contractors has successfully completed all of its contracts, and has no history of litigation, claims, or safety violations.

Company Profile

Greg Geiser dba Effect Contractors – Established 2004

Greg Geiser – Sole Proprietor, 31 years construction experience.

Jerry Adams Construction – Pre-engineered Metal Building Consultant, Established 1977

Pre-engineered Structures completed for State of CA Military Department, Camp San Luis Obispo; Thomas Clark, 9800 Goethe Road (Box 12) Sacramento CA 95826-9101
916-854-3690 thomas.e.clarke4.mil@mail.mil

Agreement Number Y0307 Metal Structure for Heat Trainer on K-Range
Agreement Number Y0133 Install Steel Siding & Roof (Building 744)
Agreement Number X0419 Metal Building Installation (Bleacher Bldg's Alpha Range)

“Working effectively to make your plans a reality“

MILITARY DEPARTMENT

OFFICE OF THE ADJUTANT GENERAL
9800 Goethe - P.O. Box 269101
Sacramento, California 95826-9101



February 22, 2011

Effect Contractors
116 W Chestnut Street
Nipomo, California 93444

Subject: Agreement Number Y0307, Metal Structure for Heat Trainer on K-Range Servicing, San Luis Obispo, California

Dear Sir/Ma'am:

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC 610) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call **MSG Daniel Parrish, (916) 854-3525**.

Complete the following item(s) and return to the address stated above:

- _____ Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 210). Sign all five (5) of the attached contracts and return for further processing.
- _____ Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- _____ A Payment Bond, Standard Form 807, in the amount of 100% of the contract amount (\$159,910.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. (Form available on line at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>)
- _____ A Performance Bond, in the amount of 100% of the contract amount (\$159,910.00) must be submitted by the successful bid at the time signed contracts are returned to the Military Department. Bond must be executed by an admitted surety insurer utilizing a bond form provided by the surety.
- _____ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insured. (see Exhibit F attached to the Contract)
- _____ The attached Agreement is signed on behalf of Military Department. Continue processing and when approved, return two original copies to this office.
- The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

Handwritten signature of Daniel Parrish in black ink.
Daniel Parrish
Master Sergeant
California Army National Guard
Procurement Branch NCOIC

CF: MAJ Tulloch

MILITARY DEPARTMENT

OFFICE OF THE ADJUTANT GENERAL
9800 Goethe— P.O. Box 289101
Sacramento, California 95826-9101



December 30, 2010

Effect Contractors
116 West Chestnut Street
Nipomo, California 93444

Subject: Agreement Number Y0133, Install Steel Siding and Roof Servicing, CSLO, California

Dear Sir:

META BLDG # 744

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call **MSG Daniel Parrish, (916) 854-3525**.

Complete the following item(s) and return to the address stated above:

- X** Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213). Sign all five (5) of the attached contracts and return for further processing.
- X** Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- X** A Payment Bond, Standard Form 807, in the amount of 100% of the contract amount (\$103,997.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. (Form available on line at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>)
- X** A Performance Bond, in the amount of 100% of the contract amount (\$103,997.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. Bond must be executed by an admitted surety insurer utilizing a bond form provided by the surety.
- X** A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, employees and servants as additional insured. (see Exhibit F attached to the Contract)

_____ The attached Agreement is signed on behalf of Military Department. Continue processing and when approved, return two original copies to this office.

_____ The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

MSG Daniel Parrish

Daniel Parrish
Master Sergeant,
California Army National Guard
Procurement NCOIC



CF: MAJ Tulloch

special service label, ~~if~~ No insurance coverage is provided. If indemnity coverage is desired, consider Insured Mail, or other special service that provides coverage. Contact your local postmaster for information concerning available options and limitations on coverage.

HOW TO USE:

1. COMPLETE FORM NEATLY

2. ATTACH LABEL TO THE LEFT OF DELIVERY ADDRESS

MILITARY DEPARTMENT

OFFICE OF THE ADJUTANT GENERAL
9800 Goethe - P.O. Box 269101 Box 12
Sacramento, California 95826-9101



February 19, 2010

3-10-2010

TO: DANETTE VERRAS

Effect Contractors
Attn: Mr. Greg Geiser
116 Chestnut Street
Nipomo, California 93444

Subject: Agreement Number X0419, Metal Building Installation, San Luis Obispo, California

Dear Sir:

BURNER BLD'S KUPHA RANGE

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call Ms. Danette Verras, at (916) 854-3357.

Complete the following item(s) and return to the address stated above:

- X Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213). Sign all five (5) of the attached contracts and return for further processing.
- X Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- X A Payment Bond, Standard Form 807, in the amount of 100% of the contract amount (\$117,400.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. (Form available on line at:
<http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>)
- X A Performance Bond, in the amount of 100% of the contract amount (\$117,400.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. Bond must be executed by an admitted surety insurer utilizing a bond form provided by the surety.
- X A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, employees and servants as additional insured. (see Exhibit F, attached to the Contract)

_____ The attached Agreement is signed on behalf of Military Department. Continue processing and when approved, return two original copies to this office.

_____ The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

Danette Verras
Contract Administrator
California Army National Guard
Contracting Section

CF: Devin Rouse

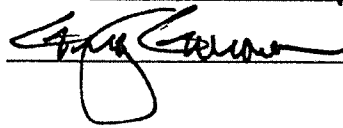
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BID SCHEDULE

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

Item No.	Est. Qty	Unit	Description	Unit Price	Total Price
1	1	LS	Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination	→	8,068 ⁻
2	1	LS	Soils Testing and Assessments	→	3,000 ⁻
3	1	LS	Engineer Concrete Foundation Plan	→	3,000 ⁻
4	1	LS	Construction Materials	→	43,847 ⁻
5	1	LS	Labor (prevailing wage)	→	72,800 ⁻
6	1	LS	Equipment	→	17,700 ⁻
TOTAL AMOUNT OF BID					\$ 148,415 ⁻

Total Bid Amount in Words: ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS
 Signature of Bidder:  Date: 5/24/2018

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown and described in the RFP/Bid requirements. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 5/7/18 Addendum No. 3 Date 5/21/18
 Addendum No. 2 Date 5/18/18 Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Dated: 5/24/19

Bidder: EFFECT CONTRACTORS

By: GREG GEIGER

Contractor's License No. & Expiration Date: 835977 4/30/2020

Title: OWNER

END OF BID SCHEDULE

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

Travelers Casualty and Surety

That we, Effect Contractors as principal and Company of America as surety, are held and firmly bound unto **LOS OSOS COMMUNITY SERVICES DISTRICT** hereinafter referred to as "OWNER," for the sum of Ten Percent of Bid dollars, (\$ 10% of Bid), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for the completion of the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** as specifically set forth in documents entitled **Contract Documents and Specifications for the WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** in accordance with the Request for Proposal issued by Los Osos Community Services District on file at the office of the District, 2122 9th Street, Suite 102, Los Osos, CA, is not withdrawn within 60 calendar days from the date of award of the bid, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

May 23, 2018

Effect Contractors

Signature

Title

Travelers Casualty and Surety Company of America

by:

Myrna Smith, Attorney-in-Fact

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

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 San Luis Obispo)

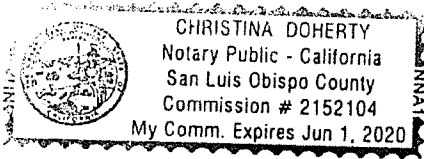
On May 23, 2018 before me, Christina Doherty, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Myrna Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Christina Doherty
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. 227319

Certificate No. 007118912

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

Philip E. Vega, and Myrna Smith

of the City of Covina, 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 8th day of February, 2017.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of February, 2017, 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.



[Signature]
Marie C. Tetreault, Notary Public



STATEMENT OF QUALIFICATIONS

320 Butte Street
Bakersfield, CA 93305
661-324-5846 Phone
661-324-5864 Fax
www.vortex-usa.com

COMPANY PROFILE

Vortex was established by William Wages in September of 1990 performing varied construction trade work in the private commercial sector. As the list of clients grew, our reputation for quality work spread, and the company grew. Facilities contracts for large companies including United Parcel Service, Systech Environmental, and National Cement Company became a mainstay for Vortex. In 2007, Vortex became incorporated in the state of California and is now Vortex Construction.

As principles of Vortex Construction, Bill Wages and Sharon Wages are personally committed to providing superior services for their clients. With established effective procedures to ensure quality control and safe working conditions the commitment is apparent from pre-award to close-out.

Having been fortunate enough to have participated in the US Small Business Administration 8(a) program and successfully graduated, we now serve as an officially approved mentor for a current program participant, JJ Leon Construction. As a mentor, we support our "protégé" in their development through subcontracting, financing, and bonding assistance. JJ Leon Construction is primarily an underground utility contractor and as a team member, enhances our capabilities.

Vortex has design/build capability for wood frame, steel frame, and hybrid structures. For new structures and rehabilitation projects we will move the project from concept to occupancy within the client's budget and schedule.

As a builder/dealer for Star Building Systems, one of the largest metal building manufacturers in the world, we offer great flexibility in clear span design and multi-function buildings (office-warehouse, office-manufacturing, etc.). These buildings come engineered and ready to be integrated with architectural designs of all types.

Our company self-performs construction trades depending on factors such as size, scope, and schedule. Trades performed in-house include framing (including metal building erection), roofing, stucco/plaster, HVAC, electrical, plumbing, drywall, painting, and minor concrete.

Ethical standards dictate that we compare subcontractor's bids to each other on a fair and competitive basis. but, we "shop" our own estimates. In the preparation of our bids, we estimate performance of trades with our own field staff and also ask for bids from experienced, well vetted subcontractors. If the subcontractor is capable of performing the trade at a savings to the client, we pass the savings to the client in the form of a reduced proposal amount. The client benefits in lower cost while maintaining quality. We benefit from enhancement of our reputation for completing high quality projects on-time and on-budget which increases volume.

COMPANY INFORMATION

Bonding

- \$5,000,000 Single; \$15,000,000 Aggregate

Registrations and Licenses

- California Contractor License No. 901392
 - A – General Engineering
 - B – General Building
 - C-8 – Concrete
 - C-20 - HVAC
 - C-21 – Building Moving & Demolition
 - C-39 – Roofing
 - C-47 – Manufactured Housing
- State of California DBE
- US Government – SAM
- STAR Building System Builder/Supplier
- GAF roofing Systems Certified

VORTEX CONSTRUCTION ORGANIZATION

President/CEO – William (Bill) Wages
Secretary/Treasurer – Sharon Wages
Office Manager – Alice Wages
Contract Administrator – Kelly Carlon
Contract Compliance – Trinity Marquez
Construction Field Manager/Chief Estimator – Dennis Ullrich
Safety Manager – Harvey Wages

Vortex is a Management Team Organization comprised of company owners, experienced office personnel, and field personnel with longtime company affiliation. The team approach maximizes our ability to oversee, manage and ensure quality service for our clients, while maintaining a safe environment for our employees.

The Vortex Team has well established project-tested policies and procedures for managing all elements of the construction process. These include but are not limited to;

Estimating

Estimating staff solicits and reviews best pricing of products and services to provide the highest quality contract compliance.

Budgeting and Cost Control

Job costing updates are performed and reviewed by the management team, accounting, and field supervision personnel on a regular basis to ensure projects are progressing to completion within budget.

Accounting and Bookkeeping

All required reports, invoicing, and payments are completed in a timely manner.

Document Control and Management

All documentation is generated and filed in a proven document control system that provides a thorough record of all phases of construction.

Scheduling

Schedules are prepared and maintained with Primavera P6, the industry standard for scheduling. These can range from simple bar charts to Network Analysis Schedules.

Quality Control

Vortex has adopted the Construction Quality Management for Contractors program developed by the Department of The Army (US Army Corps of Engineers). This program establishes procedures for partnering between contractor and client. Following these time-tested procedures ensures that projects are completed on time, within budget, and to the quality established by the plans and specifications. It also provides a consistent method to perform, record, and report the submittal process, construction phases, inspections, and testing required per plans & specifications. Vortex management and field supervision personnel have received training and certification either through Department of The Army (USACE) or the Department of the Navy, Construction Quality Management for Contractors.

- **Coordination**
 - The Management Team and Field Supervision will coordinate with and provide regular updates to the client throughout all phases of the project.
- **Submittals**
 - Submittals are reviewed by our Quality Control personnel to assure compliance with drawings and specifications prior to submitting to the client. A log of submittal, review, and approval dates for documents and materials is maintained for archive at projects end.
- **Site Supervision**
 - Field supervisors are responsible for the quality and production at the job site. The level of supervision varies from working lead personnel for small task orders to complete field management teams for large task orders. Regardless of the size of the project, personnel generate, distribute, and file documentation of daily quality control and production reports which include inspection and testing performed.
- **Preparatory Phase Control**
 - A meeting of on-site personnel and subcontractors is held to review submittals, schedules, potential work hazards, discuss coordination of work, and a site-specific accident prevention plan.
- **Initial Phase Control**
 - Prior to starting work at the site, a meeting is held to review approved submittals, schedule revisions, any additional work hazards, and coordinate work changes or issues.

- **Follow-Up Phase**
 - This phase is performed on a daily basis by the on-site supervisor and through special inspections from management personnel. Follow-up is ongoing and continuous throughout the project.
- **Rework**
 - Work not consistent with or not in compliance with plans and specifications is documented and reviewed with site personnel, subcontractor, and/or supplier. Re-work is scheduled and follow-up performed prior to re-inspection for compliance. This process is performed internally, prior to client or governmental inspection.
- **Testing**
 - All required testing is documented as to performance date and results.

Safety

Vortex keeps, maintains, and strictly enforces a company Safety Policy.

- **Jobsite Specific Safety Plan**
 - Site specific plans are prepared for each project. These plans address all participating trades, subcontractor work, specific hazards and emergency medical information. Prior to beginning work, the approved safety plan and potential hazards are reviewed and discussed with personnel and subcontractors that are performing the work. (Preparatory and Initial Phases)
- **New Personnel and Transfers**
 - Anyone new to the job site is given instruction as to safety procedures and potential safety hazards according to the plan, including any updates to the plan.
- **Daily Inspections**
 - Continuous observation is performed and documented by the on-site supervisor. Any potential hazards or non-compliant procedures are addressed immediately.
- **Weekly Safety Meetings**
 - Tailgate meetings are held and recorded at the job site by the on site supervisor. All personnel, including subcontractors, are required to attend. Topics are specific to hazards present at the site.

Environmental Controls

Each project is assessed for specific environmental controls that will be required to protect the job site and surrounding environment from damage or contamination.

Waste Management

Prior to beginning any project, a waste management plan is produced. All construction waste is classified (hazardous or non-hazardous) and disposed of as required. The job site is kept free of debris on a daily basis.

Close-Out

All administrative final documentation, including Operation & Maintenance manuals, is assembled for delivery. If required, training for operation of installed equipment is conducted.

References

Please see the attached matrix for names, phone numbers, and past performance.

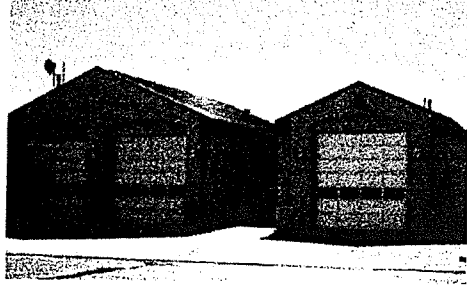
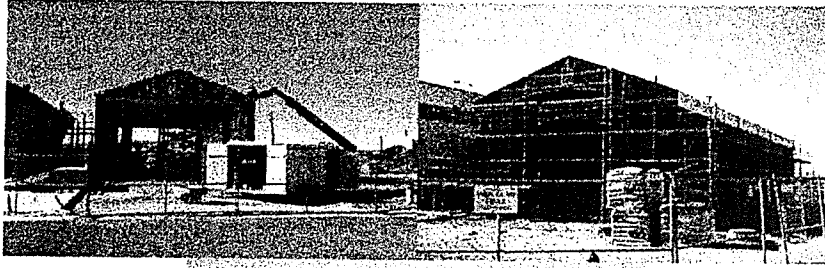
Email Contacts:

- Bill Wages,
 - President, CEO bill@vortex-usa.com
- Dennis Ullrich,
 - Estimator / Project Manager dennis@vortex-usa.com
- Kelly Carlon,
 - Contract Administrator kelly@vortex-usa.com

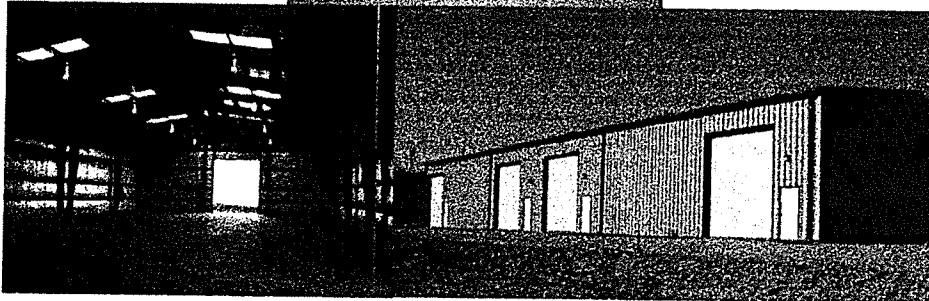
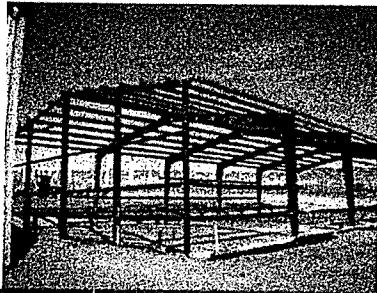
Website: <http://www.vortex-usa.com>



Housing Authority County of Kern
Rehab Duplex/Fourplex
52 Units



Indian Wells Valley Airport District
Crash Rescue Building Addition



Mojave Wind Park
Shop Building Construction



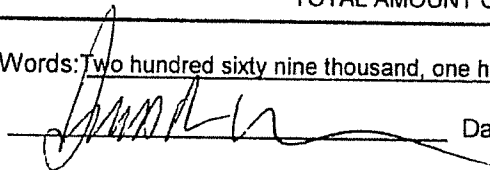
PRIME CONTRACTORS											CONTRACT INFORMATION		
Job #	Job Name	Job Location	Prime Contract Number	Owner	Address	City, State, Zip	POC	POC Phone	POC Email	Contract Amt. (\$)	Award Date	Actl. Start	Actl. Finish
14-0021	Arvin Shop Building	Arvin, CA	Arvin Shop Building	Arvin Community Serv. District	309 Campus Drive	Arvin, CA 93203	Curtis Skaggs	(661) 393-4796		\$ 357,332.34			
15-0010	Stearns Yard Storage Building	Simi Valley, CA	SV15-12	Via Co Waterworks Dist. 8	2929 Tapo Canyon Rd.	Simi Valley, CA 93063	Bob Zastrow	(805) 583-6804		\$ 234,557.00			
16-0008	WKWD Testing	Taft, CA	34025	West Kern Water District	P.O. Box 1105	Taft, CA 93268	Taylor Miller	(661) 763-32151 x114	taylor@wkwd.org	\$ 1,552.00			
17-0013	WKWD Phase III	Taft, CA	2026	West Kern Water District	800 Kern Street	Taft, CA 93268	Taylor Miller	(661) 763-3151 x114	taylor@wkwd.org	\$ 908,578.30			

BID SCHEDULE

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

Item No.	Est. Qty	Unit	Description	Unit Price	Total Price
1	1	LS	Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination	\$27,409.16	\$27,409.16
2	1	LS	Soils Testing and Assessments	\$9,510.65	\$9,510.65
3	1	LS	Engineer Concrete Foundation Plan	\$10,963.66	\$10,963.66
4	1	LS	Construction Materials	\$63,914.61	\$63,914.61
5	1	LS	Labor (prevailing wage)	\$137,505.88	\$137,505.88
6	1	LS	Equipment	\$19,813.85	\$19,813.85
TOTAL AMOUNT OF BID					\$ 269,117.81

Total Bid Amount in Words: Two hundred sixty nine thousand, one hundred seventeen and eighty one cents

Signature of Bidder:  Date: 5/24/18

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown and described in the RFP/Bid requirements. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 5/7/18 Addendum No. 3 Date 5/21/18

Addendum No. 2 Date 5/18/18 Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Dated: 8/24/18

Bidder: Vortex Construction

By: Dennis Ullrich

Contractor's License No. & Expiration Date: 901392 8/31/18

Title: Estimator

END OF BID SCHEDULE

Item No.	Est. Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
1	1	LS	General, Water, Temp Toilet	\$ 17,766.42	\$ 17,766.42
2	1	LS	Permit, Plan Check	\$ 6,340.43	\$ 6,340.43
3	1	LS	Soils Testing, Compaction Testing	\$ 4,887.42	\$ 4,887.42
4	1	LS	PEMB Engineered Plans	\$ 3,302.31	\$ 3,302.31
5	1	LS	Cover General, Foundation, Plot, Grading plans	\$ 10,963.66	\$ 10,963.66
6	1	LS	Over Excavation, Pad Grading, Footing Trenching, Dirt Hauling, Dirt, Surveying	\$ 47,819.33	\$ 47,819.33
7	1	LS	Forms, rebar, anchor bolts	\$ 28,485.66	\$ 28,485.66
8	1	LS	Concrete Foundation	\$ 16,643.64	\$ 16,643.64
9	1	LS	PEMB Equipment	\$ 19,813.85	\$ 19,813.85
10	1	LS	PEMB, PEMB Erection	\$ 95,337.24	\$ 95,337.24
11	1	LS	Concrete Foundation Polishing	\$ 14,675.99	\$ 14,675.99
12	1	LS	Concrete Roll Up Door Ramp	\$ 3,081.87	\$ 3,081.87
13	1	LS		\$ -	\$ -
14	1	LS		\$ -	\$ -
TOTAL BID				\$	269,117.82

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Vortex Construction as principal and Travelers Casualty And Surety Company of America as surety, are held and firmly bound unto LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for the sum of Ten Percent of Bid dollars, (\$ 10% Percent), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for the completion of the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** as specifically set forth in documents entitled Contract Documents and Specifications for the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** in accordance with the Request for Proposal issued by Los Osos Community Services District on file at the office of the District, 2122 9th Street, Suite 102, Los Osos, CA, is not withdrawn within 60 calendar days from the date of award of the bid, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

May 21, _____ 20 18

Vortex Construction

William H. Wilson
Signature

President
Title

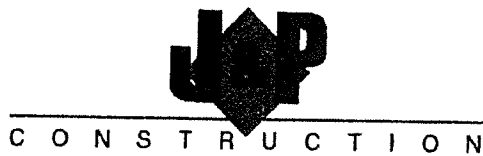
Travelers Casualty And Surety Company of America

James D. Finerson
Signature

James D. Finerson, Attorney-in-Fact
Title

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

2310 A Street
Santa Maria, CA 93455



Phone (805) 352-1144
FAX (805) 352-1156

License #715108
#1000000557

DIR

Los Osos Community Service District
2122 9th Street
Los Osos, CA 93402

Attn: Jose Acosta, Utilities Systems Manager

Subject: Bid Proposal "Workshop/Storage Building at 1428 8th Street, Los Osos, CA"

J & P CONSTRUCTION COMPANY OVERVIEW

Legal name: Jeff Ploutz Construction, Inc., DBA J & P Construction
Doing Business As: J & P Construction
Date Established: December 1995
Incorporated: July 2002
Form of Entity: Corporation, California Subchapter S
President: Jeff Ploutz
SBA Certification: Small Disadvantaged Business
CA Small Business: #16745
Registered Public Works Contractor (DIR #): 1000000557

J & P Construction is an 8(a) minority construction company graduate, a SBA Certified Small Disadvantaged Business and California Small Business Enterprise. As a general contractor, our main purposes are building new structures, remodeling existing structures, and performing all necessary site work. The main focus of our work is government and public sector projects. We also provide budget estimates in the planning phases of projects.

RAVATT ALBRECHT & ASSOCIATES, INC. COMPANY OVERVIEW

Founded in 1999, Albrecht & Associates, Inc., is a multi-discipline A/E firm providing Architectural and Engineering services for a wide range of Federal, State, City County and Private Works projects throughout California and Nevada. Our licensed architects, registered professional engineers, and qualified support staff, all work together to develop an accurate and well-coordinated package of drawings and specifications for construction.

Ravatt Albrecht has demonstrated strong A/E team management skills through the years on many projects, including institutional facilities, corporate/commercial facilities, healthcare renovations, court and detention facilities, educational facilities and many other various military projects. RA's project managers provide organization and management of specialized consulting engineering firms who have been teamed up to bring the most current technical solutions to the project.

REFERENCES

1. "Waste Water Reclaim Project" @ Apio, Inc. \$1,020,000.00
4575 West Main Street, Guadalupe, CA 93437
Contact: Joe Reynoso (P) 805-310-3378 (e) jreynoso@apioinc.com

Description of work: Design build to install a Pre-Engineered Metal Building for Apio's Waste Water Reclaim Facility to include excavation, underground piping, building pad, electrical, plumbing, metal building erection, fire protection and all other appurtenant work.

2. "Cold Storage Addition" @ Apio Inc. \$1,865,000.00
4575 West Main Street, Guadalupe, CA 93437
Contact: Joe Reynoso (P) 805-310-3378 (e) jreynoso@apioinc.com

Description of Work: Enclose canopy area (previously erected) with insulated metal siding to include grading, underground utilities, drainage, building pad, electrical, and refrigeration.

3. "Construct Facility at RVTT" @ Camp Roberts \$675,000.00
RVTT Training System
Camp Roberts, CA
Contact: Cathy Wise (P) 916-33-1617 x 321 (e) cathy.wise@usace.army.mil

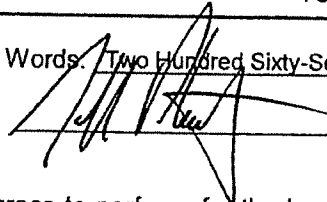
Description of Work: Construct a pre-engineered metal building for RVTT system. This building will have areas for training system, a Male & Female restroom, a mechanical room and janitor's closet. It will include space for future (optional) construction of a classroom and 2 offices, a storage area, maintenance area, compressor, electronics room and a break room for staff. All spaces within the structure are conditioned.

BID SCHEDULE

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

Item No.	Est. Qty	Unit	Description	Unit Price	Total Price
1	1	LS	Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination		\$ 31,978.00
2	1	LS	Soils Testing and Assessments		\$ 6,931.00
3	1	LS	Engineer Concrete Foundation Plan		\$101,618.00
4	1	LS	Construction Materials		\$ 48,310.00
5	1	LS	Labor (prevailing wage)		\$ 60,909.00
6	1	LS	Equipment		\$ 17,258.00
TOTAL AMOUNT OF BID					\$ 267,005.00

Total Bid Amount in Words: Two Hundred Sixty-Seven Thousand, Five Dollars and Zero Cents

Signature of Bidder:  Date: 05/24/2018

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown and described in the RFP/Bid requirements. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 5/8/18 Addendum No. 2 Date 5/18/18

Addendum No. 3 Date 5/21/18 Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Jeff Ploutz Construction, Inc.,

Dated: 05/24/2018

Bidder: dba J & P Construction

By: Jeff Ploutz

Contractor's License No. & Expiration Date: 715108 07/31/2018

Title: President

END OF BID SCHEDULE

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

Jeff Ploutz Construction Inc.

That we, dba: J&P Construction as principal and U.S Specialty Insurance Company as surety, are held and firmly bound unto LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for the sum of Ten Percent of Bid dollars, (\$10% of Bid), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that if the certain proposal of the above bounden for the completion of the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** as specifically set forth in documents entitled Contract Documents and Specifications for the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** in accordance with the Request for Proposal issued by Los Osos Community Services District on file at the office of the District, 2122 9th Street, Suite 102, Los Osos, CA, is not withdrawn within 60 calendar days from the date of award of the bid, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

May 23 2018

Jeff Ploutz Construction Inc. dba: J&P Construction

Signature

Title

U.S. Specialty Insurance Company

by Myrna Smith
Myrna Smith, Attorney-in-Fact

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

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 San Luis Obispo)

On May 23, 2018 before me, Christina Doherty, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Myrna Smith
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 Christina Doherty
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

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Philip E. Vega or Myrna Smith of Covina, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ ****5,000,000.00***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

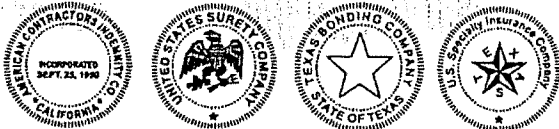
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]
Daniel P. Aguilar, 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 Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, 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 [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of May, 2014.

Corporate Seals



Bond No. NA
Agency No. 8703

[Signature]
Michael Chalekson, Assistant Secretary