CONTRACTOR'S PROPOSAL

TO THE

CITY OF MONTCLAIR

FOR THE CONSTRUCTION OF

EASTERN ZONE 3 MONTCLAIR STREET REHABILITATION PROJECT

All American Asphalt
Company

400 East Sixth Street
Address

Corona, CA 92879

(951) 736-7600
Telephone Number

267073
California State License Number

TO THE HONORABLE CITY COUNCIL, CITY OF MONTCLAIR, CALIFORNIA:

Pursuant to the Public Notice Inviting Bids, the undersigned bidder declares that he or she has carefully examined the location of the proposed work, that he or she has examined the plans and specifications for the above titled project and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete said work in accordance with said plans and specifications for the unit or lump sum prices set forth in the Schedule of Work Items.

The undersigned bidder further declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without any connection with any other party or parties making a proposal for the same purpose, that the proposal is in all respects fair and without collusion or fraud; that he or she has read that the Notice Inviting Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; and that he or she proposes and agrees, if this proposal be accepted, to contract in the form of agreement prescribed, to furnish all necessary labor, equipment and materials, to perform all the work specified in the bid documents and in the Plans and Specifications, and to complete the same within the time stipulated therein; and

that he or she will accept in full payment therefor the unit or lump sum prices set forth in the Schedule of Work Items, to wit:

SCHEDULE OF WORK ITEMS

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION OF WORK	UNIT PRICE	SUB-TOTAL
1.	1	LS	National Pollutant Discharge Elimination System (NPDES) compliance	5000-	5000-
2.	1	LS	Traffic Control, Safety and Public Notification Including (17) Signs	58660-	58660-
3.	2500	SF	Remove and Replace Asphalt Pavement and Tree Roots	10.50	26250-
4.	400	LF	Remove and Replace 6" PCC Curb and Gutter	25.50	10200-
5.	410	LF	Remove and Replace 8" PCC Curb and Gutter	25.50	10455-
6.	55	LF	Remove and Replace 6" Curb Only	30-	1650-
7.	1240	LF	Remove and Replace 8" Curb Only	20-	24800-
8.	40	SF	Remove and Replace PCC Cross Gutter	20-	800-
9.	1160	SF	6" PCC Drive Approach	7.50	8700-
10.	315	SF	6" PCC Spandrel	20-	6300-
11.	18410	SF	Remove and Replace 4" PCC Sidewalk Including Tree Root Removal	4.75	87447.50

12.	92	EA	Remove and Replace PCC Curb Ramp	3250-	299000 -
13.	215	LF	PCC Grind Sidewalks and Flow lines at 16" Wide	20 -	4300 -
14.	80250	SY	Cold Plane	1.25	100312.50
15.	9750	TN	Placement of .17 Asphalt Concrete Pavement Overlay	58 -	565,500 -
16.	55	EA	Adjust Sewer Manhole to Grade	375-	20625 -
17.	1	LS	Placement of Traffic Striping and Pavement Markings	4500 -	4500 -
18.	15	EA	Paint Residential Curb Face Address	20 -	300 -

TOTAL (Items **1** through **18)** **$** 1,234,800.00

It is understood that bids are required for the entire work, except as may be modified in the Notice Inviting Bids. The bidder shall set forth for each item of work, in clearly legible figures, an item price and a subtotal for the item in the respective spaces provided for this purpose. The subtotal of unit basis items will be determined as the product of the item price bid and the estimated quantity set forth for the item. In case of discrepancy between the item price and the subtotal set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is omitted or is the same amount as the entry in the "SUBTOTAL" column, then the amount set forth in the "SUBTOTAL" column for the item shall prevail in accordance with the following:

(1) As to lump sum items, the amount set forth in the "SUBTOTAL" column shall be the item price.

(2) As to unit basis items, the amount set forth in the "SUBTOTAL" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The bidder further agrees that within ten (10) calendar days from the date of written notice of award of the contract, he will execute a contract in accordance with the proposal as accepted, will secure the required insurance and will furnish the required bonds; and that

upon failure or refusal to do so within said time, then the proposal guaranty accompanying this proposal shall be forfeited to the City of Montclair for such failure or refusal and shall be deposited as moneys belonging to the city; provided that if said bidder shall execute a contract, secure the required insurance and furnish the required bonds within the time aforesaid, his check shall be returned to him within five (5) calendar days thereafter.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Pursuant to Labor Code Section 1777.1 and Public Contract Code Section 6109]

The undersigned contractor certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

   (a) A public entity, as defined in Section 1100 (of the Public Contract Code), may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

   (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of March, 2016, at Corona, California.

BIDDER

By: _____
Title Mark Luer, President

By: _____
Title Edward J. Carlson, Vice President

(SEAL)

By: _____
Title Michael Farkas, Secretary

NON-COLLUSION AFFIDAVIT

To: The City of Montclair:
County of ~~San Bernardino~~ Riverside
State of California

I, Edward J. Carlson (name), being first duly sworn, depose and state that I am Vice President (title) of All American Asphalt (Company), 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 sham bid; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or 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 of 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 its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

STATE OF CALIFORNIA)
) ss. See attached California jurat
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____, 2016

_____

Notary Public in and for the County of _____, State of California.

My Commission expires _____, 2016.

CALIFORNIA JURAT **GOV CODE § 8202**

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 Riverside

Subscribed and sworn to (or affirmed) before me on this 29th (Date) day of March (Month), 2016,

By (1) Edward J. Carlson (Name of Signer),

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

~~(and~~

~~(2) _____ (Name of Signer),~~

~~Proved to me on the basis of satisfactory evidence be the person who appeared before me.)~~

DONNA THORNE
Commission # 2067768
Notary Public - California
Riverside County
My Comm. Expires Jun 7, 2018

Signature Donna Thorne
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: none No. of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
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RIGHT THUMBPRINT OF SIGNER
Top of thumb here

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information that shall be considered part of his or her proposal. Additional sheets may be attached if necessary.

1. Name: All American Asphalt
2. Address: 400 East Sixth St. Corona, CA 92879
3. Telephone: Voice: (951) 736-7600 Fax: (951) 736-7646
4. Type of Firm: Individual Partnership Corporation (Circle one)
5. Organized under the laws of the State of California
6. Contractor's License No. and Class: 267073 A, C-12
7. List the names, addresses and phone number of all members of the firm or names and titles of all officers of the corporation:

Name	Address	Phone (Voice)
Mark Cuer, President	P.O. Box 2229 Corona, CA 92878	(951) 736-7600
Edward J. Carlson, Vice President	P.O. Box 2229 Corona, CA 92878	(951) 736-7600
Michael Farkas, Secretary	P.O. Box 2229 Corona, CA 92878	(951) 736-7600

8. Number of years experience as a contractor in construction work: 47 yrs
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
$12,579,000-	Hawthorne Blvd. Reconstruction	5/2015	City of Hawthorne (310) 349-2980
$2,639,000-	Florence Avenue	10/2015	City of Inglewood (310) 412-4252
$2,401,970-	Pavement Resurfacing Phase II	10/2015	County of Ventura (805) 654-3987
$514,150-	Northeast Montclair Street Rehabilitation	7/2015	City of Montclair (909) 625-9444

INFORMATION REQUIRED OF BIDDER

10. All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "SCHEDULE OF WORK ITEMS"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars ($10,000.00), whichever is greater.

    It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code (§ 4100, *et seq.*) to which the bidder is hereby referred.

Type of Work Bid Item(s)	Name of Firm or Contractor	Location of mill, shop or office City and State
striping	superior pavement markings	DIR: 1000001476 cypress, CA (776306)

*Bidders shall provide contractors' license numbers, phone numbers, email addresses and point of contact information for each of the listed sub-contractors within 72 hours of receiving written request from the City Engineer or his appointed designee. Each

subcontractor is required to possess a City of Montclair business license before a Notice to Proceed can be issued.

11. List the name of the person who inspected the site of the proposed work for your firm: Cody Gawrylwk, Project Manager

    Date of Inspection: 3/22/2016

12. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your company by the State Contractor's License Board:

    N/A

13. Note: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of his current financial condition.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.

CONTRACTOR'S SIGNATURE
Edward J. Carlson, Vice President
DATE: 3/29/16

BIDDER'S GUARANTEE

Attached is bidder's bond, certified check or cashier's check No._____ of the _____Bank, for _____ dollars, ($_____), payable to the City Clerk of the City of Montclair, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montclair, California.

The Council of the City of Montclair reserves the right to reject any and all bids.

The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within ten (10) calendar days following written notice of award of contract, said work will be commenced within fifteen (15) calendar days following execution and thereafter diligently prosecute the work to completion within the time specified in the contract documents.

The bid is submitted in response to Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the Council of the City of Montclair heretofore had and taken to date.

The undersigned further agrees, that upon being determined to be the apparent low bidder, to furnish verification of a current contractors license number, issued in accordance with the California Public Contract Code, to the City Engineer within two (2) working days after receiving a written request from him.

The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

Please See Bid Bond

_____

_____

The undersigned are prepared to satisfy the Council of the City of Montclair of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Dated: _____ _____

Signature of Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE All American Asphalt as

PRINCIPAL, and Fidelity and Deposit Company of Maryland as **SURETY**, are held and firmly bound unto the CITY OF MONTCLAIR, CALIFORNIA, hereinafter referred to as the "City," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of Ten Percent of Total Amount Bid----- dollars ($ 10% of Bid)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal has submitted the same-mentioned bid to said City, for construction of the work under this City's specification entitled " **EASTERN ZONE 3 MONTCLAIR STREET REHABILITATION PROJECT**" for which bids are to be opened in the Council Chambers located at City Hall of said City, on **March 31, 2016, at 10:01 a.m.**

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading **"INSTRUCTIONS TO BIDDERS,"** after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of March, 2016.

All American Asphalt
Principal

By: _____
(SEAL) Edward J. Carlson, Vice President

Fidelity and Deposit Company of Maryland
Surety

By: Rebecca Haas-Bates
(SEAL)
Rebecca Haas-Bates, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT 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 Riverside

On 3/29/2016 (Date) before me, Donna Thorne, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson,

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Thorne
Signature of Notary Public

DONNA THORNE
Commission # 2067768
Notary Public - California
Riverside County
My Comm. Expires Jun 7, 2018

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Date: 3/23/2016 Number of Pages One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Signer's Name: Edward J. Carlson
□ Individual
X Corporate Officer — Title(s): Vice-President
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____

Signer is Representing:
All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
□ Individual
□ Corporate Officer — Title(s): _____
□ Partner □ □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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 Orange)

On 03/23/2016 before me, R. Paramo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates
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.

R. PARAMO
Commission # 2035890
Notary Public - California
Orange County
My Comm. Expires Aug 5, 2017

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 03/23/2016
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:
Fidelity and Deposit Company of Maryland

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of March, 2016.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1990

ZURICH AMERICAN INSURANCE COMPANY INCORPORATED 1998

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY SEAL

Michael Bond, Vice President

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of August, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 5th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 012-0033D