

CITY OF FAIRFIELD

RESOLUTION NO. 2018 - 76

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO TIM PAXIN'S
PACIFIC EXCAVATION, INC. FOR THE LAUREL CREEK COMMUNITY PARK
LIGHTING IMPROVEMENT PROJECT**

WHEREAS, the bid opening for the Laurel Creek Community Park Lighting Improvement Project took place on March 20, 2018; and

WHEREAS, staff has reviewed the bid from Tim Paxin's Pacific Excavation, Inc. in the amount of \$1,694,454, for the Total Base Bid and Additives Alternatives #1, #2, and #3; and

WHEREAS, staff is recommending the City Council award the Base Bid and Additive Alternatives #1, #2, and #3, and award the contract to Tim Paxin's Pacific Excavation, Inc. as the lowest responsive and responsible bidder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the Laurel Creek Community Park Lighting Improvement Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Tim Paxin's Pacific Excavation, Inc. for the Laurel Creek Community Park Lighting Improvement Project in the amount of \$1,694,454 for the Base Bid and Additive Alternatives #1, #2, and #3.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 1st day of May, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: **NONE**

ABSENT: COUNCILMEMBERS: **NONE**

ABSTAIN: COUNCILMEMBERS: **NONE**

Harry T. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 24 day of May, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and TIM PAXIN'S PACIFIC EXCAVATION, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

LAUREL CREEK COMMUNITY PARK PARK LIGHTING IMPROVEMENTS

All in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Stantec Consulting Services, Inc.
Numbered E1.0,E1.1,E1.2,E1.3,E1.4,E2.0,E3.1,E3.2,E3.3,E4.1,E4.2,E4.3,E4.4,E4.5,E5.1,E5.2
and dated February 2018
- b. Advertisement for Bids.
- c. The Accepted Bid, dated March 20, 2018
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions.
 - 3) General Provisions.
 - 4) City of Fairfield Standard Details and Specifications, 2017 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated May 15, 2018.
- g. Labor and Material Bond, dated May 15, 2018.
- h. Addendum 1, dated March 14, 2018

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **120 working days** after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**LAUREL CREEK COMMUNITY PARK
PARK ELECTRICAL IMPROVEMENTS**

BASE BID – SCHEDULE A

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$85,716.00	\$85,716.00
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$3,500.00	\$3,500.00
3	THERMOPLASTIC STRIPING	LS	1	\$500.00	\$500.00
4	STORM WATER POLLUTION PREVENTION	LS	1	\$2,000.00	\$2,000.00
5	DEMOLITION & REMOVALS	LS	1	\$33,500.00	\$33,500.00
6	TREE PROTECTION	LS	1	\$7,500.00	\$7,500.00
7	TREE PRUNING	EA	15	\$7,800.00	\$117,000.00
8	ASPHALT CONCRETE PAVING	SF	1200	\$10.00	\$12,000.00
9	STABILIZED DECOMPOSED GRANITE PAVING	SF	200	\$8.00	\$1,600.00
10	IRRIGATION SYSTEM REPAIR	LS	1	\$25,000.00	\$25,000.00
11	TEMPORARY CHAIN LINK FENCE AND GATE	LF	2000	\$5.00	\$10,000.00
12	TURF FROM SOD	SF	10000	\$0.50	\$5,000.00
13	MULCH	SF	2000	\$1.00	\$2,000.00
14	LANDSCAPE MAINTENANCE (90 DAYS)	LS	1	\$2,500.00	\$2,500.00
15	PCC REPLACEMENT	SF	1700	\$20.00	\$34,000.00
16	CONTROLLED DENSITY FILL	EA	59	\$500.00	\$29,500.00
17	F1 – LIGHT FIXTURE PATHWAY	EA	43	\$9,500.00	\$408,500.00
18	F2 – LIGHT FIXTURE PARKING LOT	EA	16	\$8,955.00	\$143,280.00
19	F3 – LIGHT FIXTURE PARKING LOT	EA	2	\$12,925.00	\$25,850.00
20	LOITERING DETERRENT SYSTEM, MOSQUITO/CAGE	EA	13	\$3,000.00	\$39,000.00
21	LOITERING DETERRENT SYSTEM, WIRE	LF	13200	\$1.50	\$19,800.00
22	PULL BOXES, NO. 3.5	EA	26	\$775.00	\$20,150.00
23	PULL BOXES, NO. 5	EA	63	\$925.00	\$58,275.00
24	PULL BOX SECURITY KIT	EA	89	\$325.00	\$28,925.00
25	1" CONDUIT PVC SCH. 40	LF	4000	\$12.00	\$48,000.00
26	1.5" CONDUIT PVC SCH. 40	LF	366	\$13.00	\$4,758.00
27	2" CONDUIT PVC SCH. 40	LF	10000	\$16.00	\$160,000.00
28	#12 GROUND WIRE	LF	8700	\$2.00	\$17,400.00
29	#8 CONDUCTOR	LF	20000	\$3.00	\$60,000.00

30	#8 GROUND WIRE	LF	1600	\$3.00	\$4,800.00
31	CCTV CONDUIT	LF	8500	\$12.00	\$102,000.00
32	CCTV POWER WIRE	LF	15000	\$2.00	\$30,000.00
33	ELECTRICAL TESTING	LS	1	\$8,000.00	\$8,000.00
34	PCC REPLACEMENT AT LIGHT POLE	SF	288	\$20.00	\$5,760.00
TOTAL BASE BID PRICE					\$1,555,814.00

ADDITIVE ALTERNATIVE #1 BID – SCHEDULE B

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	5	\$500.00	\$2,500.00
2	F1 – LIGHT FIXTURE PATHWAY	EA	5	\$9,500.00	\$47,500.00
3	PULL BOXES, NO. 5	EA	5	\$925.00	\$4,625.00
4	PULL BOX SECURITY KIT	EA	5	\$325.00	\$1,625.00
5	1.5" CONDUIT PVC SCH. 40	LF	30	\$13.00	\$390.00
6	2" CONDUIT PVC SCH. 40	LF	500	\$16.00	\$8,000.00
7	#12 GROUND WIRE	LF	600	\$2.00	\$1,200.00
8	#8 CONDUCTOR	LF	1200	\$3.00	\$3,600.00
9	#8 GROUND WIRE	LF	200	\$3.00	\$600.00
10	ELECTRICAL TESTING	LS	1	\$320.00	\$320.00
TOTAL ADDITIVE ALTERNATIVE #1 BID PRICE					\$70,360.00

ADDITIVE ALTERNATIVE #2 BID – SCHEDULE C

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	PCC REPLACEMENT	SF	300	\$20.00	\$6,000.00
2	PULL BOXES, NO. 5	EA	2	\$925.00	\$1,850.00
3	PULL BOX SECURITY KIT	EA	2	\$325.00	\$650.00
4	2" CONDUIT PVC SCH. 40	LF	1000	\$16.00	\$16,000.00
TOTAL ADDITIVE ALTERNATIVE #2 BID PRICE					\$24,500.00

ADDITIVE ALTERNATIVE #3 BID – SCHEDULE D

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	1	\$500.00	\$500.00
2	F4 – ANTENNA POLE	EA	1	\$9,010.00	\$9,010.00
3	PULL BOXES, NO. 3.5	EA	1	\$775.00	\$775.00
4	PULL BOXES, NO. 5	EA	1	\$925.00	\$925.00
5	PULL BOX SECURITY KIT	EA	2	\$325.00	\$650.00
6	#12 GROUND WIRE	LF	300	\$2.00	\$600.00
7	CCTV CONDUIT	LF	1000	\$13.00	\$13,000.00
8	CCTV POWER WIRE	LF	500	\$2.00	\$1,000.00
9	CCTV FIBER OPTIC CABLE	LF	8500	\$2.00	\$17,000.00
10	ELECTRICAL TESTING	LS	1	\$320.00	\$320.00
TOTAL ADDITIVE ALTERNATIVE #3 BID PRICE					\$43,780.00

Total Base Bid and Additive Alternative #1, #2, and #3 Bid Schedules \$ 1,694,454.00
(for determination of bid award)

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additive Alternative #1, #2, and #3 and whose Bid complies with the specified requirements. However, the City may approve or reject the Bid Additive Alternative #1, #2, and/or #3 at its discretion.

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

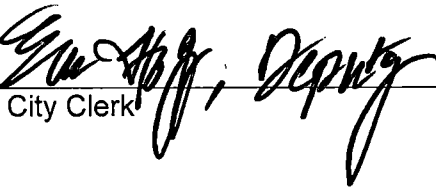
V. WORKERS' COMPENSATION

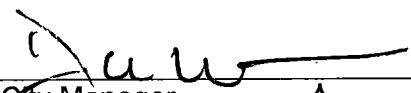
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply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

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

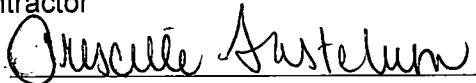
WITNESS:

CITY OF FAIRFIELD


City Clerk

By: 
City Manager

TIM PAXIN'S PACIFIC EXCAVATION, INC.
Contractor

By: 
Corporate Secretary
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A / C10
b. Number: 694400
c. Expiration Date: 8/31/2018
FEI Number: 95-4398585

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**LAUREL CREEK COMMUNITY PARK
PARK LIGHTING IMPROVEMENTS**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **120 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1

Date: 3/14/2018

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

CITY OF FAIRFIELD
STATE OF CALIFORNIA

LAUREL CREEK COMMUNITY PARK
PARK LIGHTING IMPROVEMENTS PROJECT

Addendum No. 1

March 14, 2018

This constitutes Addendum No. 1 to the Contract Documents for the LAUREL CREEK COMMUNITY PARK PARK LIGHTING IMPROVEMENTS PROJECT (Project). The bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

Bid Questions Responses are in Bold Font

- 1) Will the concrete patching require panel to panel replacement?

Concrete patching will not be panel to panel. Detail 5/E1.1A has been added to allow for a 4'x6' patch area at each light pole removal location that is in concrete.

- 2) Do the existing wood poles require special disposal (hazardous waste such as creosote or copper chromium arsenic which is used a lot on wood poles). The plans specify we are responsible for demo of these poles.

The poles do not require any special hazardous handling and the contractor is responsible for removal and disposal of the poles.

- 3) Any spacing requirements between the communications conduit and power conduits? If fiber is used this should not cause any issues being adjacent to the power conduit. Also if directional boring is allowed it will minimize the amount of boring required.

Even though fiber optic cable is being used for the CCTV cameras, the conduits should be spaced 6" minimum between power and communication.

- 4) Will directional boring be allowed and are there any special requirements if we utilize this process?

Directional boring will be allowed. Contractor to coordinate means and methods with City Inspector.

- 5) Temporary 6ft tall fencing with gates per specification is required. If this is utilized then do we need to phase this project since the scope encompasses a large portion of the park. What is the intent of this specification?

The intent of the specification is to provide temporary fencing to protect the public from entering the construction areas. Contractor to coordinate with the City Inspector on phased work.

- 6) Temporary fencing around all tree located in the park required as indicated in the specification? I believe the intent of this is to fence only the trees near the scope of work. Please clarify if this is the intent. Also will this be required throughout the project?

LAUREL CREEK COMMUNITY PARK PARK LIGHTING IMPROVEMENTS PROJECT

Addendum No. 1

March 14, 2018

Temporary fencing is required around any trees near the construction scope of work throughout the project. The intent is to protect the tree's root zone. Contractor to coordinate with City Inspector on rerouting of conduit run to avoid damaging the tree roots.

- 7) Will there be any special requirements needed to meet Title 24? No third party testing required for certification?

No Title 24 testing or certification is required.

- 8) The specifications indicate there will be no utility shutdown allowed. During the job walk it was indicated we could perform all the demo prior to the new installation. Would we be allowed to demo the existing prior to installation of the new light poles? Are we to phase the installation and demo if even possible due to the existing circuit design?

Contractor to coordinate with the City Inspector on utility shutdowns and phasing that is needed. Coordinated utility shutdown will be allowed.

- 9) Please clarify the reference to Vintage Green Valley Park.

This is a typo and has been dealt with by modifying the Technical Specifications.

- 10) May the Mosquito cage be used (see attached) or can you put me in touch with someone that can provide the one shown on the plans?

The Mosquito standard cages may be used as long as it meets the intent of the detail as shown on the plans.

- 11) Does the use of PVC40 include installation from foundation to pull box?

All underground conduit shall be PVC Schedule 40 and includes installation from foundation to pull box.

- 12) Are all poles to be removed, direct buried?

Contractor to assume all wood poles are direct buried with minor concrete encasement.

- 13) Controlled density fill, for foundations. Would that be sand?

Controlled density fill shall be per page 3 of 6 of the Technical Specifications Section 03300 Part 2.1-I.

- 14) I don't see where there would be any conflict with vehicular traffic in the street. What Traffic Control plans do you require?

Traffic control plan is required for park entrance and parking areas.

LAUREL CREEK COMMUNITY PARK PARK LIGHTING IMPROVEMENTS PROJECT

Addendum No. 1

March 14, 2018

- 15) I didn't notice any reference to Decomposed Granite on the plans. Can you show me where & how thick?

Decomposed granite is located throughout the park near the picnic area and ball fields. Thickness is unknown. The bid item square footage is an allowance.

- 16) The plans don't show Temporary Chain Link Fence. If there are no open excavations left after working hours, may it be omitted? If you want fencing during working hours, may the contractor use the orange 3' fence with stakes as a visual deterrent? If you need chain link fencing, please provide a linear footage, for consistency in bidder's interpretation.

Provide temporary fencing per the Technical Specifications Section 02810 to protect the public from entering the construction area. The bid schedule has been updated with a linear foot allowance.

- 17) Is there traceable mule pulling tape required in all conduit or just empty ones?

Traceable mule tape is required on all conduit runs per the plans and specifications.

- 18) May the contractor use solid vs stranded conductors per Caltrans?

Stranded conductors shall be used as noted per the Technical Specification Section 16010.

- 19) Bid items 17 of the Base Bid – Schedule A only shows 41 each of Type F1 – Light Fixture Pathway but Drawings E4.1 had 11 each; Drawing E4.2 had 25 each (one not noted by the entrance near the existing transformer and service pedestal along Cement Hill Road; and Drawing E4.3 had 11 each for a total of 47 each not 41 showing on Proposal page P-3.

The total Base Bid count for Type F1 light fixture is 43, this quantity has been updated on the bid schedules.

Notice to Contractors

- 1) On Page NC-1, **replace** the second sentence in Section 4. with the following:

Coverage shall be for the following amounts: (a) General Liability - \$3,000,000, **\$6,000,000 aggregate**, (b) Automobile Liability - \$1,000,000, and (c) Worker's Compensation - \$1,000,000

LAUREL CREEK COMMUNITY PARK LIGHTING IMPROVEMENTS PROJECT

Addendum No. 1

March 14, 2018

Instructions to Bidders

- 2) On Page IB-4, **replace** the limits of the insurance required table with the following:

The limits of the insurance required for this project will be at least:

Comprehensive General Liability	\$3,000,000 each occurrence
Comprehensive General Liability	\$6,000,000 aggregate
Comprehensive Automobile Liability	\$1,000,000 each occurrence
Worker's Compensation	\$1,000,000 per claim

Proposal

- 3) **Replace** pages P-3 through P-5 with attached pages P-3A through P-5A.

Articles of Agreement

- 4) **Replace** pages A-3 through A-5 with attached pages A-3A through A-5A.

Special Provisions

- 5) On Page SP-2, **replace** entire Section 5. Insurance Requirements with the following:

The Contractor shall obtain and maintain in full force for the duration of the Contract, comprehensive liability insurance in the amount of \$3,000,000.00 (three million dollars) per occurrence, **\$6,000,000.00 (six million dollars) aggregate**, comprehensive automobile liability insurance in the amount of \$1,000,000.00 (one million dollars) per occurrence, and worker's compensation insurance in the amount of \$1,000,000.00 (one million dollars) per claim. Insurance endorsements naming the City of Fairfield as additionally insured covering each policy shall be submitted with the Certificate of Insurance, subject to review and approval of the City Attorney. The insurance will not be approved until all facets of the insurance requirements have been reviewed and approved. the Contractor's attention is directed to Sections 8-1.07 and 8-1.08 of the City of Fairfield General Provisions, and Section 12, "Insurance Requirements," of the Instruction to Bidders. Payment to the Contractor for insurance is assumed to be included in the various bid items and no additional compensation will be allowed therefore.

- 6) On Page SP-17, **replace** entire first paragraph of Section 33.2 Measurement and Payment with the following:

The contract price paid per square foot for PCC REPLACEMENT and **PCC REPLACEMENT AT LIGHT POLE** as shown in the bid schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removing and replacing those borders containing in-road warning lights, including aggregate base, as shown on the Project Plans, as specified in the Contract Documents, and as directed by the City Engineer.

LAUREL CREEK COMMUNITY PARK PARK LIGHTING IMPROVEMENTS PROJECT

Addendum No. 1

March 14, 2018

Technical Specifications

- 7) Mobilization 01001, **delete** sentences 1 and 2 from Section 6.3 Construction Schedule paragraph B.

- 8) Temporary Chain Link Fencing 02820, **replace** entire 4.1 paragraph with the following:

All work under this section shall be included in the **linear foot** price paid for TEMPORARY CHAIN LINK FENCING AND GATE shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in TEMPORARY CHAIN LINK FENCING AND GATE, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the CM and no additional compensation will be allowed therefore.

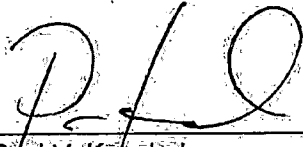
- 9) Site Electrical 16010, **add** the following paragraph to Part 4 – Measurement and Payment:

The contract unit prices paid per linear foot of 1.5" CONDUIT PVC SCH 40, shall include full compensation for furnishing conduit, trenching, backfill, all labor, tools, equipment, and incidentals, and for doing all the work involved in 1.5" CONDUIT PVC SCH 40, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the CM and no additional compensation will be allowed therefore.

Plans

- 10) **Replace** sheets E1.1, E1.3, E3.1, E3.2, E3.3, E4.2, E5.1 with attached sheets E1.1A, E1.3A, E3.1A, E3.2A, E3.3A, E4.2A, E5.1A.

APPROVED:


Paul V. Kaushal
City Engineer

ACKNOWLEDGEMENT:


Contractor

Attachments:

Pages P-3A through P-5A

Pages A-3A through A-5A

Sheets E1.1A, E1.3A, E3.1A, E3.2A, E3.3A, E4.2A, E5.1A

**LAUREL CREEK COMMUNITY PARK
PARK LIGHTING IMPROVEMENTS**

BASE BID – SCHEDULE A

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	85,716. ⁰⁰	85,716. ⁰⁰
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	3,500. ⁰⁰	3,500. ⁰⁰
3	THERMOPLASTIC STRIPING	LS	1	500. ⁰⁰	500. ⁰⁰
4	STORM WATER POLLUTION PREVENTION	LS	1	2,000. ⁰⁰	2,000. ⁰⁰
5	DEMOLITION & REMOVALS	LS	1	33,500. ⁰⁰	33,500. ⁰⁰
6	TREE PROTECTION	LS	1	7,500. ⁰⁰	7,500. ⁰⁰
7	TREE PRUNING	EA	15	7,800. ⁰⁰	117,000. ⁰⁰
8	ASPHALT CONCRETE PAVING	SF	1200	10. ⁰⁰	12,000. ⁰⁰
9	STABILIZED DECOMPOSED GRANITE PAVING	SF	200	8. ⁰⁰	1,600. ⁰⁰
10	IRRIGATION SYSTEM REPAIR	LS	1	25,000. ⁰⁰	25,000. ⁰⁰
11	TEMPORARY CHAIN LINK FENCE AND GATE	LF	2000	5. ⁰⁰	10,000. ⁰⁰
12	TURF FROM SOD	SF	10000	.50	5,000. ⁰⁰
13	MULCH	SF	2000	1. ⁰⁰	2,000. ⁰⁰
14	LANDSCAPE MAINTENANCE (90 DAYS)	LS	1	2,500. ⁰⁰	2,500. ⁰⁰
15	PCC REPLACEMENT	SF	1700	20. ⁰⁰	34,000. ⁰⁰
16	CONTROLLED DENSITY FILL	EA	59	500. ⁰⁰	29,500. ⁰⁰
17	F1 – LIGHT FIXTURE PATHWAY	EA	43	9500. ⁰⁰	408,500. ⁰⁰
18	F2 – LIGHT FIXTURE PARKING LOT	EA	16	8955. ⁰⁰	143,280. ⁰⁰
19	F3 – LIGHT FIXTURE PARKING LOT	EA	2	12,925. ⁰⁰	25,850. ⁰⁰
20	LOITERING DETERRENT SYSTEM, MOSQUITO/CAGE	EA	13	3,000. ⁰⁰	39,000. ⁰⁰
21	LOITERING DETERRENT SYSTEM, WIRE	LF	13200	1.50	19,800. ⁰⁰
22	PULL BOXES, NO. 3.5	EA	26	775. ⁰⁰	20,150. ⁰⁰
23	PULL BOXES, NO. 5	EA	63	925. ⁰⁰	58,275. ⁰⁰
24	PULL BOX SECURITY KIT	EA	89	325. ⁰⁰	28,925. ⁰⁰
25	1" CONDUIT PVC SCH. 40	LF	4000	12. ⁰⁰	48,000. ⁰⁰
26	1.5" CONDUIT PVC SCH. 40	LF	366	13. ⁰⁰	4,758. ⁰⁰
27	2" CONDUIT PVC SCH. 40	LF	10000	16. ⁰⁰	160,000. ⁰⁰
28	#12 GROUND WIRE	LF	8700	2. ⁰⁰	17,400. ⁰⁰
29	#8 CONDUCTOR	LF	20000	3. ⁰⁰	60,000. ⁰⁰

30	#8 GROUND WIRE	LF	1600	3 ⁰⁰	4,800. ⁰⁰
31	CCTV CONDUIT	LF	8500	12 ⁰⁰	102,000. ⁰⁰
32	CCTV POWER WIRE	LF	15000	2 ⁰⁰	30,000. ⁰⁰
33	ELECTRICAL TESTING	LS	1	8000. ⁰⁰	8,000. ⁰⁰
34	PCC REPLACEMENT AT LIGHT POLE	SF	288	20. ⁰⁰	5,760. ⁰⁰
TOTAL BASE BID PRICE					\$1,555,814. ⁰⁰

ADDITIVE ALTERNATIVE #1 BID – SCHEDULE B

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	5	500. ⁰⁰	2,500. ⁰⁰
2	F1 – LIGHT FIXTURE PATHWAY	EA	5	9,500. ⁰⁰	47,500. ⁰⁰
3	PULL BOXES, NO. 5	EA	5	925 ⁰⁰	4,625. ⁰⁰
4	PULL BOX SECURITY KIT	EA	5	325 ⁰⁰	1,625. ⁰⁰
5	1.5" CONDUIT PVC SCH. 40	LF	30	13 ⁰⁰	390 ⁰⁰
6	2" CONDUIT PVC SCH. 40	LF	500	16 ⁰⁰	8,000. ⁰⁰
7	#12 GROUND WIRE	LF	600	2 ⁰⁰	1,200. ⁰⁰
8	#8 CONDUCTOR	LF	1200	3. ⁰⁰	3,600. ⁰⁰
9	#8 GROUND WIRE	LF	200	3. ⁰⁰	600 ⁰⁰
10	ELECTRICAL TESTING	LS	1	320. ⁰⁰	320. ⁰⁰
TOTAL ADDITIVE ALTERNATIVE #1 BID PRICE					\$70,360. ⁰⁰

ADDITIVE ALTERNATIVE #2 BID – SCHEDULE C

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	PCC REPLACEMENT	SF	300	20. ⁰⁰	6,000. ⁰⁰
2	PULL BOXES, NO. 5	EA	2	925 ⁰⁰	1,850. ⁰⁰
3	PULL BOX SECURITY KIT	EA	2	325 ⁰⁰	650. ⁰⁰
4	2" CONDUIT PVC SCH. 40	LF	1000	16 ⁰⁰	16,000. ⁰⁰
TOTAL ADDITIVE ALTERNATIVE #2 BID PRICE					\$24,500. ⁰⁰

ADDITIVE ALTERNATIVE #3 BID – SCHEDULE D

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	1	500 ⁰⁰	500 ⁰⁰

2	F4 - ANTENNA POLE	EA	1	9010. ⁰⁰ 5,500.⁰⁰	9010. ⁰⁰ 5,500.⁰⁰	PG
3	PULL BOXES, NO. 3.5	EA	1	775. ⁰⁰	775. ⁰⁰	
4	PULL BOXES, NO. 5	EA	1	925. ⁰⁰	925. ⁰⁰	
5	PULL BOX SECURITY KIT	EA	2	325. ⁰⁰	650. ⁰⁰	
6	#12 GROUND WIRE	LF	300	2. ⁰⁰	600. ⁰⁰	
7	CCTV CONDUIT	LF	1000	13. ⁰⁰	13,000. ⁰⁰	
8	CCTV POWER WIRE	LF	500	2. ⁰⁰	1,000. ⁰⁰	
9	CCTV FIBER OPTIC CABLE	LF	8500	2. ⁰⁰	17,000. ⁰⁰	
10	ELECTRICAL TESTING	LS	1	320. ⁰⁰	320. ⁰⁰	
TOTAL ADDITIVE ALTERNATIVE #3 BID PRICE					40,270.⁰⁰ \$43,780. ⁰⁰	PG

Total Base Bid and Additive Alternative #1, #2, and #3 Bid Schedules \$ 1,694,454.⁰⁰

(for determination of bid award)

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additive Alternative #1, #2, and #3 and whose Bid complies with the specified requirements. However, the City may approve or reject the Bid Additive Alternative #1, #2, and/or #3 at its discretion.

**LAUREL CREEK COMMUNITY PARK
PARK LIGHTING IMPROVEMENTS**

BASE BID – SCHEDULE A

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1		
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1		
3	THERMOPLASTIC STRIPING	LS	1		
4	STORM WATER POLLUTION PREVENTION	LS	1		
5	DEMOLITION & REMOVALS	LS	1		
6	TREE PROTECTION	LS	1		
7	TREE PRUNING	EA	15		
8	ASPHALT CONCRETE PAVING	SF	1200		
9	STABILIZED DECOMPOSED GRANITE PAVING	SF	200		
10	IRRIGATION SYSTEM REPAIR	LS	1		
11	TEMPORARY CHAIN LINK FENCE AND GATE	LS	1		
12	TURF FROM SOD	SF	10000		
13	MULCH	SF	2000		
14	LANDSCAPE MAINTENANCE (90 DAYS)	LS	1		
15	PCC REPLACEMENT	SF	1700		
16	CONTROLLED DENSITY FILL	EA	59		
17	F1 – LIGHT FIXTURE PATHWAY	EA	41		
18	F2 – LIGHT FIXTURE PARKING LOT	EA	16		
19	F3 – LIGHT FIXTURE PARKING LOT	EA	2		
20	LOITERING DETERRENT SYSTEM, MOSQUITO/CAGE	EA	13		
21	LOITERING DETERRENT SYSTEM, WIRE	CLF	132		
22	PULL BOXES, NO. 3.5	EA	26		
23	PULL BOXES, NO. 5	EA	63		
24	PULL BOX SECURITY KIT	EA	89		
25	1" CONDUIT PVC SCH. 40	LF	4000		
26	2" CONDUIT PVC SCH. 40	LF	10000		
27	#12 GROUND WIRE	CLF	87		
28	#8 CONDUCTOR	CLF	200		
29	#8 GROUND WIRE	CLF	16		

30	CCTV CONDUIT	LF	8500		
31	CCTV POWER WIRE	CLF	150		
32	ELECTRICAL TESTING	LS	1		
TOTAL BASE BID PRICE					

ADDITIVE ALTERNATIVE #1 BID – SCHEDULE B

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	5		
2	F1 – LIGHT FIXTURE PATHWAY	EA	5		
3	PULL BOXES, NO. 5	EA	5		
4	PULL BOX SECURITY KIT	EA	5		
5	2" CONDUIT PVC SCH. 40	LF	500		
6	#12 GROUND WIRE	CLF	6		
7	#8 CONDUCTOR	CLF	12		
8	#8 GROUND WIRE	CLF	2		
9	ELECTRICAL TESTING	LS	1		
TOTAL ADDITIVE ALTERNATIVE #1 BID PRICE					

ADDITIVE ALTERNATIVE #2 BID – SCHEDULE C

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	PCC REPLACEMENT	SF	300		
2	PULL BOXES, NO. 5	EA	2		
3	PULL BOX SECURITY KIT	EA	2		
4	2" CONDUIT PVC SCH. 40	LF	1000		
TOTAL ADDITIVE ALTERNATIVE #2 BID PRICE					

ADDITIVE ALTERNATIVE #3 BID – SCHEDULE D

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	CONTROLLED DENSITY FILL	EA	1		
2	F4 – ANTENNA POLE	EA	1		
3	PULL BOXES, NO. 3.5	EA	1		
4	PULL BOXES, NO. 5	EA	1		

5	PULL BOX SECURITY KIT	EA	2		
6	#12 GROUND WIRE	CLF	3		
7	CCTV CONDUIT	LF	1000		
8	CCTV POWER WIRE	CLF	5		
9	CCTV FIBER OPTIC CABLE	CLF	85		
10	ELECTRICAL TESTING	LS	1		
TOTAL ADDITIVE ALTERNATIVE #3 BID PRICE					

Total Base Bid and Additive Alternative #1, #2, and #3 Bid Schedules \$ _____

(for determination of bid award)

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additive Alternative #1, #2, and #3 and whose Bid complies with the specified requirements. However, the City may approve or reject the Bid Additive Alternative #1, #2, and/or #3 at its discretion.

**LAUREL CREEK COMMUNITY PARK
PARK LIGHTING IMPROVEMENTS**

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor 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 under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) Centerline Striping Co 9847 Dino Drive Elk Grove CA 95624	# 499345	Item # 3 100%	less than 1%
2) Tully Consulting 1650 N. Lincoln St Ste A Dixon, CA 95620	064354	Item # 4 100%	less than 1%
3) Atlas Tree Service 1544 Ludwig Ave Santa Rosa, CA 95407	# 679146	Item # 7 100%	less than 1%
4) Apparatus Testing Eng. 11300 Sanders Dr # 29 Pacheco Cordova, CA 95742	# 731574	Item # 32 alt # 1 Sch. B # 9 alt # 3 Sch. D # 10	less than 1%
5)			
6)			

Note: Attach additional sheets if required

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Corporate Secretary of Tim Paxin's Pacific Excavation, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3-16-18 [date], at Elk Grove [city], California [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

March 16, 2018
(Date)

Grescine Surtelun
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

See Notary Attached

Tim Paxin's Pacific Excavation, Inc.
Name of Firm

9796 Kent Street, Elk Grove, CA. 95624
Business Address

(916) 686-2800
Phone Number

Prescilla Gastelum
Signature of Responsible Official

Contractor's License:

a. Class:

A / C10

b. Number:

694400

c. Expiration Date:

8/31/2018

FEI Number:

95-4398585

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Tim Paxin - President

Jim Paxin - V. P.

Prescilla Gastelum - Corp. Secretary

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 Sacramento)

On March 16th, 2018 before me, Michelle L. Pereira, (Notary Public),

Date

Here Insert Name and Title of the Officer

personally appeared PRESCILLA GASTELUM

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

Michelle L. Pereira

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: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

LAUREL CREEK COMMUNITY PARK
PARK LIGHTING IMPROVEMENTS

WHEREAS Tim Paxin's Pacific Excavation, Inc.

9796 Kent Street, Elk Grove, CA 95624

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
Great American Insurance Company

301 E 4th Street, Cincinnati, OH 45202

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Ten Percent of the Total Amount Bid

Dollars (\$ 10 % Percent), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well 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 hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

ACKNOWLEDGMENT

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 Sacramento

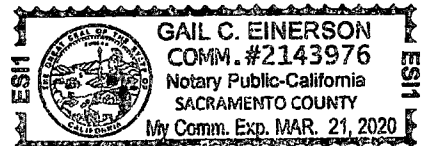
On 03/02/18 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared James D. Einerson, Attorney-in-Fact,
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) 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(●) 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 Gail C. Einerson (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER,	\$100,000,000.00
MICHELLE FURNO	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16TH day of SEPTEMBER, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

David C. Kitchen

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 16TH day of SEPTEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

2 day of MARCH

, 2018.



Atty L C. B.

Assistant Secretary

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 Sacramento)

On March 16th, 2018 before me, Michelle L. Pereira, (Notary Public),

Date

Here Insert Name and Title of the Officer

personally appeared PRESCILLA GASTELUM

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 Michelle L. Pereira
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: _____