

CITY OF SEATTLE



Seattle Department of Transportation

Improvement of:

**2017 ARTERIAL ASPHALT AND CONCRETE
4TH AVE S**

PW#: 2016-141

BID FORM

Funded by: Move Seattle Levy, Levy LID Lift, FMSIB Grant

Bids Open: May 24, 2017

BID REQUIREMENTS

0-01.1 INSTRUCTIONS TO BIDDERS

I. GENERAL

This Contract will be administered by the Director of the Seattle Department of Transportation, subject to the approval and acceptance of the Director of Finance and Administrative Services. **All questions shall be e-mailed and be directed to the following:**

Before Bid Opening: David Vjarro, PE
Seattle Department of Transportation
david.vjarro@seattle.gov

After Bid Opening and
Before Execution: Judy Keefe
City Purchasing and Contracting Services
Judy.Keefe@seattle.gov
206-684-8032

After Execution: Mark Sliger
Seattle Department of Transportation Construction Management
Mark.Sliger@Seattle.Gov
206-733-9936

Inclusion Plan: All questions on the Inclusion Plan shall be directed to Miguel Beltran at Miguel.beltran@seattle.gov or 206-684-4525. Backup contact is Carmen Kucinski at carmen.kucinski@seattle.gov or 206-684-0188.

II. BID OPENING

The authorized Bid Form shall be submitted as specified in Section 1-02.9(1). In accordance with Section 1-02.12, Bids will be opened and read orally immediately after 2:00 p.m. on May 24, 2017 at the following address:

City of Seattle City Purchasing and Contracting Services
Seattle Municipal Tower Suite 4112
700 Fifth Avenue
Seattle, Washington 98104

III. TIME OF COMPLETION

Work shall begin immediately on the Notice to Proceed Date in the Written Notice from the Engineer and after the date of such notice shall be physically completed within the following period per Section 3 of the Agreement:

120 WORKING DAYS

IV. LIQUIDATED DAMAGES

If the successful Contractor fails to complete Work within the time set forth above, (s)he shall be charged Liquidated Damages per Section 4 of the Agreement and Section 1-08.9. See Section 1-08.9 for method for determining cost of liquidated damages.

V. SUBSURFACE INFORMATION

Refer to Section 1-02.4(2) for information about any geotechnical or environmental reports, soil boring data, soil sample test data, or other data accumulated by the Engineer.

VI. ITEMS OF INTEREST TO BIDDERS

Reference

Addenda	1-02.6
Additive, Alternate, Deductive	1-02.11
Award of Contract.....	1-03.2
Bidder, Responsible	1-02.1
Bidder/Subcontractor List	1-02.9(3)
Bid, Form and Style of.....	1-02.5
Bid Guaranty	1-02.7
Bid Guaranty, Return of.....	1-03.5
Bids, Public Opening of.....	1-02.12
Bid Submittal	1-02.9(1)
Bid Submittal Date, Change of.....	1-02.9(2)
Bid Tabulation	1-03.1(2)
Bid, Modification or Withdrawal of.....	1-02.10
Bidders, Disqualification of.....	1-02.14
Bidders, Qualifications of.....	1-02.1
Bids, Irregular	1-02.13
Bond, Bid — see Bid Guaranty	1-02.7
Bond, Payment and Performance	1-03.3(2)
Contract, Execution of.....	1-03.3
Contract, Failure to Execute the.....	1-03.4
Equal Benefits, Affirmative Efforts, Equal Employment Opportunity and Non-Discrimination Requirements	1-07.11
Error, Claim of	1-03.1(3)
Examination of Bid Documents and Project Site.....	1-02.4
Information, Pre-Award	1-03.1(4)
Evidence of Insurance.....	1-03.3(1)
Liquidated Damages	Agreement Form, Section 4 and 1-08.9
Non Collusion Requirement	1-02.8
Inclusion Plan	1-02.9(4), 1-02.13, 1-03.1(4), 1-07.11(2)
Supplemental Bidder Responsibility Criteria	1-02.2
Owner, Rights of the.....	1-03.1(5)
Responsible Bidder Requirements.....	1-02.1
Quantities, Estimated	1-02.3
Time for Completion	Agreement Form, Section 3 and 1-08.5
Wages, Prevailing Wages	1-07.9(1)

VII. USE OF RECYCLED MATERIALS

Refer to Section 9-03.18 for information on the use of recycled Materials in Aggregates.

Refer to Sections 5-05.3(1) and 6-02.3(1) for information on the use the use of pozzolans in cement concrete.

Other Sections of the Contract may also allow for the use of recycled Materials.

VIII. REQUIREMENTS TO RECYCLE MATERIALS

Refer to Section 1-07.3(4) for information on requirements to recycle materials.

Other Sections of the Contract may also require the recycling of materials.

IX. CONSENT DECREE ACKNOWLEDGMENT

The City of Seattle ("City"), the United States Environmental Protection Agency ("EPA") and the Washington State Department of Ecology ("Ecology"), have entered into a Consent Decree to settle the Complaint filed against the City by the United States in the United States District Court for the Western District of Washington, captioned United States of American and the State of Washington v. City of

Seattle, Civil Action No. 2:13-cv-678, ("Consent Decree"). The Complaint alleged that the City of Seattle ("City") violated Sections 301 and 402 of the Clean Water Act, 33 U.S.C. §§1311 and 1342 ("CWA"), and the conditions and limitations of its National Pollutant Discharge Elimination System ("NPDES") permit issued to the City by Ecology as authorized by EPA under Section 402(b) and the CWA.

Article II, Section 7 of the Consent Decree establishes that "any action taken by any entity retained by the City to implement the City's obligations under this Consent Decree shall be considered an action of the City for purposes of determining compliance with the Consent Decree."

Article II, Section 6 of the Consent Decree requires that the City provide a copy of the Consent Decree to all agents of the City, as well as to any engineering, consulting, or contracting firms or any other entity hired by the City to perform work that might reasonably require compliance with any provision of the Consent Decree. Section 6 expressly requires that "the City shall condition any contract upon performance of the work in conformity with the terms of this Consent Decree."

The Consent Decree requires, among other things, that the City, its agents and its contractors operate in a manner that does not cause sanitary sewer overflows ("SSOs") or dry weather overflows ("DWOs"). These requirements are incorporated into this contract, and the Contractor is required to comply with these and all terms of the Consent Decree.

Based on the foregoing, the City has determined that this contract shall be and is subject to the provisions of the Consent Decree, and that the Contractor is expressly required to comply with all terms of the Consent Decree as a condition of this contract with the City, and that a copy of the Consent Decree is attached to this contract as an Appendix.

By signing this contract, Contractor acknowledges receipt of the Consent Decree, and affirmatively represents that it has read the same, understands the requirements of the Consent Decree, and agrees that all Work in this contract shall be performed in conformity with the terms of the Consent Decree. Contractor further acknowledges that in the event that actions by the Contractor causes a violation of the Consent Decree that results in increased costs to the City through increased contractor costs, penalties or other claims, the City reserves all rights and legal remedies to recover such costs.

0-01.2 CHECKLIST FOR BIDDERS

The following items must be completed and submitted with Bid for the Bid to be considered responsive:

1. Bid Form – Unit Prices (Section 0-01.3):

- Include unit prices and unit price extensions for each Bid item on all Bid Schedules (when indicated) and Additives (when indicated).
- Complete Bid summary.

2. Declaration (Section 0-01.3(1))

- Acknowledge all Addenda issued as a part of this Contract
- Complete and sign Declaration. Signer must be authorized to legally bind the Bidder.

3. Bid Guaranty (Section 1-02.7):

- Must not be less than 5% of the maximum Bid amount including retail sales tax.

4. With regard to Section 0-01.4 INCLUSION PLAN:

- a. Have you completed the Inclusion Plan? This form must be submitted with your bid if the Owner has estimated the Project will cost over \$300,000. The Inclusion Plan is a condition of Award for this Contract.

ALL OF THE ABOVE ITEMS MUST BE COMPLETED OR YOUR BID MAY BE DECLARED NON-RESPONSIVE.

5. Bidder / Subcontractors List (Section 0-1.5):

- Complete and sign Bidder / Subcontractor list.
- Submit Bidder / Subcontractor list with Bid or separately to CPCS within one hour of Bid submittal.

6. Supplemental Bidder Responsibility Criteria (Section 1-02.2):

- The Supplemental Bidder Responsibility Criteria Form and any additional documentation shall be submitted to CPCS within three (3) Business Days of receipt of request.

FAILURE TO COMPLETE, SIGN, AND SUBMIT ALL OF THE ABOVE BY THE REQUIRED DEADLINE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Submitting Bid: Bids must be submitted on authorized Bid Form provided on eBid site and must be submitted to City of Seattle City Purchasing and Contracting Services at one of the following addresses by 2:00 p.m. on the date designated for receipt of Bids in the Advertisement for Bids:

Post Office Box: Seattle Municipal Tower, PO Box 94687, Seattle, WA 98124-4687

OR:

Street Address: 700 — 5th Avenue Room 4112, Seattle Municipal Tower, Seattle, WA 98104.

If sending by courier (UPS, FedEx, etc.) the street address shall be used. If sending by United States Postal Service (USPS), the Post Office Box shall be used. Bidders are responsible for ensuring that the proper Zip code is used. The City of Seattle will not be responsible for a late bid. Bids received after the deadline will be returned unopened.

Bid Opening: Bids received by 2:00 P.M. on May 24,2017 will be publicly opened and read immediately after 2:00 P.M. on May 24,2017.

Department of Finance and Administrative Services
City Purchasing and Contracting Services
Seattle Municipal Tower Suite 4112
700 Fifth Avenue
Seattle, Washington 98104

0-01.3 BID FORM

TO THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES OF THE CITY OF SEATTLE:

A. The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for: 2017 ARTERIAL ASPHALT AND CONCRETE

4TH AVE S , as authorized under Ordinance Number(s) 124927.

B. The Bidder has examined the Project Site where the Work is to be performed and the conditions affecting the Work;

C. Understanding that the quantities shown in the Bid are estimates only, being given for the purposes of comparing Bids, the Bidder hereby proposes to furnish all Material and labor and to perform all Work which may be required, and to complete the Work within the time fixed and upon the terms and conditions provided in the Bid Documents for the following prices:

D. The Bidder has attached a Bid Guaranty in the amount of five percent (5%) of the Total Bid including retail sales tax in the form of cashier's check, certified check, or Bid bond;

(NOTE: The letters "SP" whenever appearing in the Bid item number column of the Bid Form indicate that additions or revisions to the Standard Specifications applicable to that Bid item are included in the Standard Supplemental Specifications and Special Provisions. The Contractor is advised to review those requirements regarding Bid items so designated.

The number to the left of the Bid item description denotes the "Bid item code" for that particular Bid item. If it is a six digit number, the first three digits indicate the associated Specification division and section number. If it is a seven digit number, the first digit denotes the schedule number and the next three digits indicate the associated Specification division and section number. The last three digits comprise the identification number for that item within the particular Section.

An asterisk (*) appearing in the first column of the Bid Form denotes those items in which the Owner will pay retail sales tax in accordance with the excise tax Rule 170 (refer to Section 1-07.2(3) of the Specifications). For all other Bid items, the Contractor shall include retail sales tax in accordance with the excise tax Rule 171 (refer to Section 1-07.2(2) of the Specifications)

2017 ARTERIAL ASPHALT AND CONCRETE 4TH AVE S

Bid Item	Bid Item Code	Bid Item Description	Estimated Quantity	Units	Unit Price	Unit Price Extension	
SCHEDULE: BASE BID							
SP	1	104001	MINOR CHANGE	50,000	CALC	\$1.00	\$50,000.00
SP	2	105005	CONSTRUCTION SURVEYING	1	LS	<u>40,000.00</u>	<u>40,000.00</u>
SP	3	107s01	FIELD OFFICE FOR ENGINEER STAFF	1	LS	<u>15,000.00</u>	<u>15,000.00</u>
SP	4	108005	CRITICAL PATH SCHEDULE UPDATE, MIN. BID = \$3000 per EA	8	EA	<u>3,000.00</u>	<u>24,000.00</u>
	5	109005	MOBILIZATION	1	LS	<u>435,000.00</u>	<u>435,000.00</u>
SP	6	110005	MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL INCLUDING FLAGGING	1	LS	<u>135,000.00</u>	<u>135,000.00</u>
	7	110020	TRAFFIC CONTROL PEACE OFFICERS	1,000	HR	<u>105.00</u>	<u>105,000.00</u>
SP	8	110s01	PORTABLE CHANGEABLE MESSAGE SIGN	30	WK	<u>750.00</u>	<u>22,500.00</u>
	9	202030	REMOVE ASPHALT PAVEMENT	105	SY	<u>10.00</u>	<u>1,050.00</u>
	10	202035	REMOVE CEM CONC SIDEWALK	235	SY	<u>30.00</u>	<u>7,050.00</u>
	11	202045	REMOVE PAVEMENT	13,400	SY	<u>15.00</u>	<u>201,000.00</u>
	12	202145	REMOVE CURB	305	LF	<u>25.00</u>	<u>7,625.00</u>
	13	202190	REMOVE PIPE	25	LF	<u>30.00</u>	<u>750.00</u>
	14	202295	REMOVE FOUNDATION, PEDESTAL	4	EA	<u>600.00</u>	<u>2,400.00</u>
	15	202330	REMOVE HANDHOLE	4	EA	<u>300.00</u>	<u>1,200.00</u>
	16	202340	REMOVE INLET	1	EA	<u>325.00</u>	<u>325.00</u>

Bidder: TITAN EARTHWORK, LLC

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Bid Item	Bid Item Code	Bid Item Description	Estimated Quantity	Units	Unit Price	Unit Price Extension
SCHEDULE: BASE BID						
	17	202370 REMOVE PEDESTAL		4 EA	<u>500.00</u>	<u>2,000.00</u>
	18	202415 REMOVE POST, STREET NAME		1 EA	<u>150.00</u>	<u>150.00</u>
	19	202750 SAWCUT ASPHALT CONCRETE, FULL DEPTH		85 LF	<u>4.00</u>	<u>340.00</u>
	20	202767 SAWCUT CEMENT CONCRETE SIDEWALK, FULL DEPTH		565 LF	<u>8.00</u>	<u>4,520.00</u>
	21	202770 SAWCUT RIGID PAVEMENT, FULL DEPTH		1,546 LF	<u>15.00</u>	<u>23,190.00</u>
SP	22	202s01 SAWCUT RIGID PAVEMENT, TO CONCRETE BASE		9,467 LF	<u>6.00</u>	<u>56,802.00</u>
SP	23	202s02 SAWCUT RIGID PAVEMENT, FULL DEPTH, RADIAL		45 LF	<u>15.00</u>	<u>675.00</u>
	24	202s03 REMOVE SIGNALIZATION (S HOLGATE ST)		1 LS	<u>4,950.00</u>	<u>4,950.00</u>
	25	202s04 REMOVE SIGNALIZATION (S STACY ST)		1 LS	<u>4,950.00</u>	<u>4,950.00</u>
	26	202s05 REMOVE SIGNALIZATION (S LANDER ST)		1 LS	<u>4,950.00</u>	<u>4,950.00</u>
	27	202s06 REMOVE SIGNALIZATION (S HORTON ST)		1 LS	<u>4,950.00</u>	<u>4,950.00</u>
	28	202s07 REMOVE WIRELESS SENSOR		54 EA	<u>200.00</u>	<u>10,800.00</u>
	29	204005 COMMON EXCAVATION		595 CY	<u>50.00</u>	<u>29,750.00</u>
	30	215030 CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION		1,295 SY	<u>4.00</u>	<u>5,180.00</u>
	31	401002 MINERAL AGGREGATE, TYPE 2		330 TN	<u>40.00</u>	<u>13,200.00</u>
	32	401014 MINERAL AGGREGATE, TYPE 14		1,245 TN	<u>50.00</u>	<u>62,250.00</u>

Bidder: TITAN EARTHWORK, LLC

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Bid Item	Bid Item Code	Bid Item Description	Estimated Quantity	Units	Unit Price	Unit Price Extension
SCHEDULE: BASE BID						
	33	504020	SURFACE PREP, PRELEVEL	500	TN	<u>100.00</u> <u>50,000.00</u>
	34	504025	SURFACE PREP, PLANE BITUMINOUS PAVEMENT	66,300	SY	<u>5.00</u> <u>331,500.00</u>
	35	504046	PAVEMENT, WMA (CL 1/2 IN)	11,500	TN	<u>105.00</u> <u>1,207,500.00</u>
	36	504056	PAVEMENT, WMA (CL 1 IN)	6,400	TN	<u>135.00</u> <u>864,000.00</u>
	37	504260	PAVEMENT PATCH, TEMPORARY	500	TN	<u>135.00</u> <u>67,500.00</u>
SP	38	504290	WATER MAIN PROTECTION, WMA PAVING	500	LF	<u>10.00</u> <u>5,000.00</u>
	39	504310	CRACK SEALING, SAND SLURRY	10,000	LF	<u>1.25</u> <u>12,500.00</u>
	40	705305	REBUILD MAINTENANCE HOLE	1	EA	<u>1,600.00</u> <u>1,600.00</u>
	41	705451	INLET, TYPE 250B	1	EA	<u>2,000.00</u> <u>2,000.00</u>
	42	708258	PIPE, INLET CONN, D.I., CL 50, 8 IN	6	LF	<u>200.00</u> <u>1,200.00</u>
	43	720005	ADJUST EXISTING MH, CB, OR VC	15	EA	<u>500.00</u> <u>7,500.00</u>
	44	720230	UTILITY CASTING, TYPE 230	5	EA	<u>600.00</u> <u>3,000.00</u>
	45	720265	UTILITY CASTING, TYPE 265, VANED GRATE	10	EA	<u>300.00</u> <u>3,000.00</u>
	46	720266	UTILITY CASTING, TYPE 266, VANED GRATE	7	EA	<u>250.00</u> <u>1,750.00</u>
	47	720300	UTILITY CASTING, TYPE 361	5	EA	<u>1,100.00</u> <u>5,500.00</u>
SP	48	801001	CONSTRUCTION STORMWATER & EROSION CONTROL PLAN (CSECP)	1	LS	<u>30,000.00</u> <u>30,000.00</u>

Bidder: TITAN EARTHWORK, LLC

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Bid Item	Bid Item Code	Bid Item Description	Estimated Quantity	Units	Unit Price	Unit Price Extension
SCHEDULE: BASE BID						
SP	49	801002	TREE, VEGETATION & SOIL PROTECTION PLAN (TVSPP)	1	LS	<u>4,950.00</u> <u>4,950.00</u>
	50	801003	SPILL PLAN (SP)	1	LS	<u>4,950.00</u> <u>4,950.00</u>
	51	804015	CURB AND GUTTER, CEM CONC	181	LF	<u>45.00</u> <u>8,145.00</u>
	52	804025	CURB, CEM CONC W/ 25% POZZOLANS	200	LF	<u>45.00</u> <u>9,000.00</u>
	53	808002	LANE MARKER, TYPE 2A	1,004	EA	<u>4.50</u> <u>4,518.00</u>
SP	54	814205	SIDEWALK, CEM CONC W/ 25% POZZOLANS	273	SY	<u>80.00</u> <u>21,840.00</u>
	55	814210	SIDEWALK, THICKENED EDGE W/ 25% POZZOLANS	215	LF	<u>14.00</u> <u>3,010.00</u>
SP	56	814220	CURB RAMP 422A W/ 25% POZZOLANS	11	EA	<u>3,250.00</u> <u>35,750.00</u>
	57	821015	INSTALL SIGN, STREET NAME, OWNER FURNISHED, POST MT.	1	EA	<u>100.00</u> <u>100.00</u>
	58	821040	POST, STREET NAME	1	EA	<u>400.00</u> <u>400.00</u>
	59	822018	PAVEMENT MARKING, THERMOPLASTIC, 8 IN STRIPE	6,720	LF	<u>3.75</u> <u>25,200.00</u>
	60	822020	PAVEMENT MARKING, THERMOPLASTIC, LEGEND/SYMBOL	51	EA	<u>175.00</u> <u>8,925.00</u>
SP	61	822s01	PAVEMENT MARKING, MMA, PROFILE 4" STRIPE	46,872	LF	<u>1.35</u> <u>63,277.20</u>
	62	827020	SIGN, INSTALL PROJECT IDENTIFICATION, POST MOUNTED	2	EA	<u>900.00</u> <u>1,800.00</u>
SP	63	831160	SIGNAL HEAD, PEDESTRIAN COUNTDOWN, LED	9	EA	<u>700.00</u> <u>6,300.00</u>
SP	64	831170	PEDESTRIAN PUSHBUTTON ASSEMBLY	15	EA	<u>1,600.00</u> <u>24,000.00</u>

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Bid Item	Bid Item Code	Bid Item Description	Estimated Quantity	Units	Unit Price	Unit Price Extension
SCHEDULE: BASE BID						
SP 65	831306	DETECTOR LOOP, 6 FT DIA.	24	EA	<u>1,200.00</u>	<u>28,800.00</u>
SP 66	831560	WIRELESS SENSOR	51	EA	<u>1,300.00</u>	<u>66,300.00</u>
SP 67	831575	SIGNAL WIRING (4TH AVE/S HORGATE ST)	1	LS	<u>25,000.00</u>	<u>25,000.00</u>
SP 68	831576	SIGNAL WIRING (4TH AVE/S STACY ST)	1	LS	<u>15,000.00</u>	<u>15,000.00</u>
SP 69	831577	SIGNAL WIRING (4TH AVE/S LANDER ST)	1	LS	<u>17,500.00</u>	<u>17,500.00</u>
SP 70	831578	SIGNAL WIRING (4TH AVE/S HORTON ST)	1	LS	<u>12,500.00</u>	<u>12,500.00</u>
71	832410	PEDESTAL, STEEL, 10 FT	3	EA	<u>1,500.00</u>	<u>4,500.00</u>
72	832500	PEDESTRIAN PUSH-BUTTON POST	7	EA	<u>700.00</u>	<u>4,900.00</u>
73	832550	FOUNDATION, PEDESTAL	4	EA	<u>2,000.00</u>	<u>8,000.00</u>
74	832555	FOUNDATION, PEDESTRIAN PUSH BUTTON POST	5	EA	<u>1,000.00</u>	<u>5,000.00</u>
75	833010	CONDUIT, PVC, 1 IN	70	LF	<u>25.00</u>	<u>1,750.00</u>
76	833020	CONDUIT, PVC, 2 IN	100	LF	<u>24.00</u>	<u>2,400.00</u>
77	833030	CONDUIT, PVC, 3 IN	970	LF	<u>23.00</u>	<u>22,310.00</u>
78	833200	TRENCHING, CONDUIT	390	LF	<u>50.00</u>	<u>19,500.00</u>
79	833220	CONDUIT RISER, 2 IN	1	EA	<u>3,250.00</u>	<u>3,250.00</u>
80	833301	HANDHOLE, TYPE 1	1	EA	<u>1,100.00</u>	<u>1,100.00</u>

Bidder: TITAN EARTHWORK, LLC

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2017 ARTERIAL ASPHALT AND CONCRETE 4TH AVE S

Bid Item	Bid Item Code	Bid Item Description	Estimated Quantity	Units	Unit Price	Unit Price Extension
SCHEDULE: BASE BID						
81	833302	HANDHOLE, TYPE 2		2 EA	<u>1,200.00</u>	<u>2,400.00</u>
82	833303	HANDHOLE, TYPE 3		5 EA	<u>2,500.00</u>	<u>12,500.00</u>
83	833305	HANDHOLE, TYPE 5		4 EA	<u>5,000.00</u>	<u>20,000.00</u>

Bidder: TITAN EARTHWORK, LLC

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BASE BID (items 1 through 83 inclusive)	\$ <u>4,364,982.²⁰</u>
State Sales Tax (10.1%)	<u>N/A</u>
Total BASE BID including tax	\$ <u>4,364,982.²⁰</u>
Total all Schedules including tax	\$ <u>4,364,982.²⁰</u>

0-01.3(2) DECLARATION

I declare, under penalty of perjury under the Laws of the State of Washington, as follows:

- A. **BID:** I agree to perform the Work in compliance with the Bid Documents, for the prices stated in Section 0-01.3(1) of the Bid Form.
- B. **NON-DISCRIMINATION:** I agree to ensure equal opportunity for employment and to engage in Affirmative Efforts in the solicitation of women and minorities and WMBE firms for participation on this Contract in accordance with SMC Ch. 20.42 and RCW 35.22.650.
- C. **NON COLLUSION:** I have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of a Bid to the Owner for consideration in the award of a contract on the improvement described in the Bid Documents.
- D. My bid takes into account the requirements imposed by Section 1-07.18, Subsection 8 which waives, with respect to the Owner only, the Contractor's immunity under RCW Title 51, (Industrial Insurance) of the Revised Code of Washington.
- E. I agree to comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms that are not disqualified or otherwise debarred from doing business with the City under the provisions of SMC Ch. 20.42 or SMC Ch. 20.70.
- F. **Responsible Bidder Requirements:** My bid acknowledges that I am in compliance with all of the responsible bidder requirements under RCW 39.04.350, including: having a certificate of registration under RCW 18.27 prior to bidding; a UBI number; industrial insurance coverage if required under Title 51 RCW; an employment security number under Title 50; and a state excise tax registration number under Title 82. I affirm I am not disqualified from bidding on any public works contract under RCW 39.06 or RCW 39.12.065(3) or on the Federal Excluded Parties List System (epls.gov). I will provide proof of these requirements if requested.
- G. **Community Workforce Agreement (CWA):** By submitting my Bid I agree to comply with the terms and conditions of the City of Seattle's Community Workforce Agreement and Priority Hire.

GENERAL BUSINESS INFORMATION

Business Name: TITAN Earthwork, LLC
Business Street Address: 1585 Valentine Ave SE, Pacific, WA 98047
Business Mailing Address: 1585 Valentine Ave SE, Pacific, WA 98047
Business Phone, general: 206-325-3004 **Business Fax:** 253-444-3800

If the above address is not in the State of Washington please fill in the following:

Washington State Office Address:
State in which the Company is formed: Washington

Please complete the following:

State of WA UBI No.: 602-605-763
State of WA Contractor Registration No.: TITANEL936CO
Employment Security Department No. 3625890-006
City of Seattle Business License No.: 595439

CONTACT INFORMATION


Primary Contact for Award (Name and Title): Steve Greiling, Member
Primary Contact Phone: 206-730-4873 **Email:** sgreiling@TITANearth.com
Administration Contact (Name and Title): Morgan L. Callahan, Controller
Administration Contact Phone: 206-325-3004 **Email:** morgan@TITANearth.com
Social Equity Contact (Name and Title): Josh Vogt, Project Manager
Social Equity Phone: 206-245-3204 **Email:** jvogt@TITANearth.com

INSURANCE INFORMATION

Name of Insurance Company: Berkley Insurance Company
Name of Insurance Contact: Kyle Howat
Insurance Contact Phone: 253-759-2200 **Email:** kyle.howat@propelinsurance.com

Receipt is hereby acknowledged of Addenda No(s):

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:	
Location or Place Executed (City, State): Pacific, WA	Print Name and Title: Steven R. Greiling, Member
Date: 05/24/17	Signature: 

0-01.4 INCLUSION PLAN

Bidders must complete and submit the inclusion plan form with their bid. Carefully read the attached instructions.

0-01.4(A) SOCIAL EQUITY PLAN

Bidders must complete and return this Social Equity Plan to CPCS on or before the Preconstruction Meeting.



City of Seattle
City Purchasing and Contracting Services (CPCS)

Inclusion Plan
Construction – Public Works

Bidders must complete and submit this form with their bid. Carefully read all instructions.

For questions or assistance contact:

- Miguel Beltran, City Contract Compliance Manager, 206-684-4525 (Miguel.Beltran@seattle.gov)
- Carmen Kucinski, 206-684-0188 (carmen.kucinski@seattle.gov)

Bidder Company Name	TITAN EARTHWORK, LLC
Public Works Number	PW#2016-141
Project Title	2017 ARTERIAL ASPHALT AND CONCRETE 4TH AVE S
Name of person authorized to speak on behalf of the company regarding this Plan	JOSH VOGT
Email	josh.vogt@TITANearth.com
Phone	206-245-3204

Aspirational WMBE GOALS. Total available score: 6 points.

Identify the Aspirational WMBE Goals Bidder believes can reasonably be achieved through good faith efforts during this project. It is not mandatory that these goals be achieved; they are not contractually or legally binding. Goals must be developed in good faith and represented as attainable by reasonable efforts.

Estimated percentage of the base bid to Minority Owned contractors and suppliers	12 %
Estimated percentage of the base bid to Woman Owned contractors and suppliers	0 %
Total estimated percentage of the base bid to all WMBE contractors and suppliers	12 %

BUSINESS SUPPORT STRATEGIES. Total available score: 4 points

Each of the two options below is worth 2 points. Bidder may select one, both, or neither. Once selected, it applies to:

1. Registered as a Women or Minority Owned Business in the City Online Business Directory, and/or
2. Small Business Concern as certified by King County, and/or
3. Disadvantaged Business Enterprise of any definition certified by the State of Washington, and/or
4. Women or Minority Owned Business Enterprise as certified by the State of Washington; and/or
5. Small Business Concern certified by the State of Washington.

Business Support Strategy	Accept
Early Retainage Release. The prime (and any sub-tier primes) will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor.	X
Advance Mobilization Pay: The Prime (and any sub-tier primes) shall advance 10% of the specified and agreed-upon mobilization costs that were identified by line item within the WMBE firms bid, to each qualified firm at least 5 days in advance of the mobilization event.	X

WMBE GUARANTEES. Total available score: 6 points.

A Bidder may offer to guarantee work to WMBE firms for the project, by identifying the WMBE and minimum dollar value of such work in the table below. You may add additional rows.

WMBE Business Name	Minimum Guaranteed Dollar Amount
OMA CONSTRUCTION, INC	\$ 250,000.00
O'BUNCO ENGINEERING, INC	\$ 24,150.00
HOT-MIX PAVEMENT	\$ 166,750.00
	\$
	\$
	\$
TOTAL	\$ 440 56

440,900.005

**City of Seattle: Public Works
Women and Minority Business
Inclusion Plan Instructions**

Carefully review all instructions. All Bidders must complete this form. The City public works inclusion plan requires the Bidder identify the good faith efforts the Bidder will use to include woman-owned and minority-owned business (WMBE) firms on the City project. There are 3 options for evidencing good faith efforts. Each option is worth points which can vary depending on information supplied by the Bidder. There are a maximum of 16 points available. The Bidder must earn at least 10 points. Bidders that earn less than 10 points will be found non-responsive and the Bid will be rejected. This Inclusion Plan becomes a material part of the Bidder's contract if the project is awarded to Bidder.

WMBE firms are state certified or self-identified firms that are at least 51% WMBE owned (per SMC 20.42). A WMBE need not be self-identified within the City Online Directory at bid time, but in such case must self-identify and register by time of award. These resources may assist bidders:

City On-Line Directory: <http://web6.seattle.gov/fas/registration/>

OMWBE Directory: http://www.omwbe.wa.gov/certification/certification_directory.shtml).

1. INSTRUCTIONS

- a. All Bidders (including WMBE Primes) must complete and submit this form as part of the Bid for City design-bid-build public works project having an Engineer's Estimate of \$300,000 or greater, unless the City expressly instructs otherwise in the bid package.
- b. There are three commitments Bidders can use to establish an Inclusion Plan – Aspirational WMBE Goals, Business Support Strategies, and WMBE Guarantees:
 1. Aspirational WMBE Goals are goals Bidder believes can be achieved by good faith efforts. This option is worth a maximum of 6 points;
 2. Business Support Strategies are those the Bidder commits to employ for qualified firms. This option is worth a maximum of 4 points;
 3. WMBE Guarantees identify WMBE firms the Bidder guarantees to contract with for this project, with agreement reached about the work and pricing for the WMBE scope, including any terms and conditions important to the WMBE for their performance. This option is worth a maximum of 6 points.
- c. Work performed by a WMBE must be commercially useful and a distinct element of work that includes managing and supervising the work. The Contractor should evaluate the amount of work subcontracted, industry practices, and other relevant factors to determine whether the work is commercially useful.
- d. A Bidder scored less than 10 points will be deemed non-responsive. See Scoring section below.
- e. All dollars cited shall exclude sales tax (including references to the Total Bid Cost and estimates made by Prime when completing this form).

2. SCORING INSTRUCTIONS

- a. The average percentage of WMBE utilization on past City projects has been calculated by CPCS and is provided in the table below. This average is used to score the points that will be awarded for the aspirational goals and guarantees. These percentages are updated annually. Note that these averages include total WMBE utilization, not subcontracting alone, since aspirational goals may include prime self-performance.
- b. In addition to the Past Performance, scoring also recognizes an intent to exceed past performance by at least 2 percentage points above past performance.
- c. If the project is characterized by work of various types, CPCS may calculate a unique utilization rate for the project given the weight of each. CPCS determination is not subject to challenge.
- d. The project type and percentage of past WMBE utilization will be stated in the bids advertisement and documents.
- e. If past utilization for a project type was zero, an Aspirational Goal above two percent will receive 6 points. Bidder must still identify Business Support Strategies and Guarantees it is willing to employ and will be scored accordingly.
- f. Points awarded for WMBE Guarantees will be calculated based upon total available work for subcontract given past performance. This section can be awarded as many as 6 points.
- g. A Bidder who has received a formal Deficiency Report issued by the City as a result of unfulfilled WMBE Inclusion Plan commitments on past projects will lose one point from the total score.
- h. When calculations are used to evaluate the points, the City will calculate points to the nearest tenth decimal place. The City will round up to the nearest tenth.

2015	Roadway	Facility	Parks*	Under ground	Boundary	Structural Paint	Structural	Natural Habitat	Dredging	Roof
3 year average Past performance	18%	17%	26%	18%	2%	1%	4%	30%	10%	24%

Note: Boundary refers to projects performed in Pend Oreille County (Boundary). Parks utilization rate excludes the mandatory self-performed WMBE work for a prime.

3. ASPIRATIONAL WMBE GOAL INSTRUCTIONS

- Aspirational WMBE Goals represent a serious commitment to use good faith efforts to reach the stated goals.
- The City will rely upon the Total WMBE Goal to determine responsiveness. The City will correct the Total WMBE Goal if that provided by the Bidder does not match the MBE and WBE goals.
- Aspirational WMBE Goals are a percentage of the Base Bid and during the course of the project will apply to the total contract amount including all contract change orders (additives, alternates and deductives). Contractor may seek a goal adjustment if such changes may merit a greater or lesser goal; CPCS will consider such requests, approve if appropriate, and modify the Plan accordingly.
- A WMBE Bidder may include in their goals and guarantees that percentage of contract base bid for work which the WMBE intends to self-perform that is in excess of the mandatory 30% they are otherwise required to perform as required by the City Specifications Section 1-08.1(3).
- Bidder will receive between 0 and 6 points for its Aspirational WMBE Goals, with proportional points based on a straight line formula to Past Performance (plus 2%) identified for the project as advertised in the bid solicitation. Bidder receives 3 points if the Total Aspirational Goal is half of Past Performance + 2%. Six points are awarded if the Bidder meets or exceeds Past Performance by 2 or more percentage points. For example, a project with Past Performance of 14%, would receive 3 points if the Total Aspirational Goal was 8% or 6 points if the Total Aspirational Goal was 16%.

$$P_A = 6A / (P + 2),$$

Where P_A = Points awarded for Bidder's Aspiration Goal

A = Bidder's Aspiration Goal (%)

P = Applicable Past Performance Trend (%)

4. BUSINESS SUPPORT STRATEGIES INSTRUCTIONS

The Bidder may elect to provide the business support identified on Page 2 for qualified firms. The City will provide two points for each choice selected. There are two options, allowing a total of 4 points if both options are chosen:

- Early Retainage Release. The prime and any sub-tier primes will release retainage held for the subcontractor, within thirty (30) days of acceptance of the work performed by the qualified subcontractor.
- For mobilization, the Prime and any sub-tier primes will pay all qualified firms five days in advance of the on-site performance, except if a unique situation prohibits such as an emergency or event requiring an immediate mobilization response. In those events, the Prime (including any sub-tier primes) shall deliver the payment no later than 5 days after job mobilization begins.

6. WMBE GUARANTEE INSTRUCTIONS

- This guarantees the City and WMBE that they shall be used for at least the amount given, following the remaining rules below. A WMBE Guarantee expects the Bidder achieved agreement about scope, terms and cost of the work for the WMBE at bid time. The burden is upon the Bidder to resolve any differences, once the guarantee is given.
- The Prime should clearly document in writing, agreements made with the WMBE firm upon which the guarantee was predicated, such as unit price or lump sum pricing as applicable, scope, terms or conditions, and subcontractor concurrence. This protects both parties when completing and executing the resultant subcontract before work begins.
- The City may contact the WMBE firm or Prime after Bid opening to verify the firm has agreement to perform work as described in the plan. Failure to have agreement may result in rejection of the Inclusion Plan, rendering the Bid non-responsive.
- A bidder will receive between 0 and 6 points for WMBE Guarantees, receiving a proportional number of points based on a straight line formula to Past Performance. A bidder will receive 3 points if the dollar-value of the Guarantees equals half of the Past Performance percentage. Six points are awarded if the Bidder commitments meet or exceed Past Performance.

$$P_G = 6G / P$$

Where P_G = Points awarded for Bidder's Guaranteed Goal

G = Bidder's Guaranteed WMBE Goal (%)
P = Applicable Past Performance Trend (%)

- d. A WMBE bidder may only include self-performed work above 30%. This is based on the self-performance minimum required by the City Specifications Section 1-08.1(3).
- e. Substitution of a Guaranteed WMBE firm is prohibited absent a waiver granted by the CPCS as a result of:
 - 1. Bankruptcy of the WMBE firm;
 - 2. Failure of the WMBE firm to provide the required bond;
 - 3. The WMBE firm cannot perform the work because they are debarred, not properly licensed, does not meet the subcontractor approval criteria, or in some other way is ineligible to work;
 - 4. Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
 - 5. Death or disability of the principal of the WMBE firm rendering it unable to perform the work;
 - 6. Dissolution of the WMBE firm;
 - 7. Failure of the WMBE firm to perform satisfactorily in previous projects not known to Bidder at the time of bid;
 - 8. Failure or refusal of the WMBE to perform work for reasons other than contract term or pricing disputes;
 - 9. A change in scope of the contract which removes the guaranteed work from the project.
 - 10. WMBE Subcontractor does not execute an offered contract that reflects the terms and pricing that was agreed upon as a condition of the Guarantee. The Prime must evidence that the WMBE Subcontractor failed to execute a contract offered by the Prime which reflected such agreements, after the Subcontractor was given adequate time to execute the offered subcontract.

6. INCORPORATION OF PLAN INTO CONTRACT AND REPORTING REQUIREMENTS

- a. CPCS may discuss the Plan with the Apparent Successful Bidder before incorporating into the contract and may amend the Plan by mutual consent.
- b. CPCS reserves the right to require a completed Social Equity Plan as a condition for contract execution if no WMBE guarantees are provided in order to demonstrate results of good faith efforts.
- c. The Contractor must provide reports and documents as required by CPCS within 15 days.
- d. CPCS will evaluate Contractor's WMBE utilization throughout the project.
- e. Contractor may not substitute a WMBE firm identified in the guaranteed portion of the plan unless the substitution is approved by CPCS. Such a substitution will not be considered unless Contractor can demonstrate clear necessity for such substitution. A Contractor granted permission to substitute for a guaranteed WMBE firm shall use good faith efforts to recruit another WMBE firm to perform the Work.
- f. If CPCS determines the Contractor is not making good faith efforts, it may take action as described in the project specification such as withholding invoice payments and breach of contract.
- f. The City will evaluate the WMBE utilization at close-out and may assign a Deficiency rating for failure to demonstrate good faith efforts. Deficient ratings are used by the City to determine Bidder responsibility on future work and debarment. To avoid a deficiency rating, the Contractor must demonstrate:
 - 1. A good faith effort to achieve Aspirational goals. Attainment under 80% of the goal will likely be considered deficient;
 - 2. Timely submittal of required and requested materials and reports to CPCS;
 - 3. Having advance agreements with each WMBE Guarantee, such that the WMBE understands and agrees that the WMBE Guarantee represents mutual agreement at time of the bid submittal;
 - 4. Using all "WMBE Guarantees" named in the Inclusion Plan, unless Prime received written authorization from CPCS for substitution;
 - 5. WMBE relationships are harmonious, clearly communicated and free of undue dispute; and
 - 6. WMBE work was commercially useful as defined above.

0-01.5 BIDDER / SUBCONTRACTOR LIST

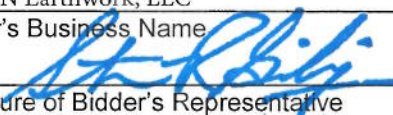
In compliance with RCW 39.30.060 for all projects estimated to cost \$1,000,000 or more, all Bidders shall complete and submit the Bidder/Subcontractor List (section 0-01.5). The completed Bidder/Subcontractor list shall identify all Subcontractors that the Bidder will directly contract with for the performance of HVAC, plumbing, and electrical work or indicate that the Bidder intends to self-perform the work, if awarded the Contract. If the HVAC, plumbing, or electrical specialty is left blank (either the name of a subcontractor is blank or a checkbox is not checked), the City shall accept the blank as "self performance." If left blank, the City shall determine through clarification whether HVAC, plumbing, or electrical work is required to execute the project; if so, the Bidder must be licensed and qualified to self-perform at the time of Bid submittal or the Bid shall be rejected. The Bidder shall be bound to self-performance of that specialty for the duration of the Project. The Bidder may contract with more than one Subcontractor in each of these trades, but may not list more than one Subcontractor for each category of work. If Subcontractors vary with Bid Alternates, Additives, or Deductives, the Bidder must indicate on a separate Bidder/Subcontractor List which Subcontractor will be used for which Alternate, Additive, or Deductive.

The Bidder/Subcontractor List must be submitted to the City Purchasing & Contracting Services Division (PCSD) with the Bid, or separately within one hour of the time and date for Bid submittal. Failure to complete and submit the Bidder/Subcontractor List by the required time will result in the Bid being declared non-responsive and rejected. The Bidder is responsible for the timely delivery of the Bidder Subcontractor List. If awarded the contract, the Bidder agrees to utilize the subcontractors identified on the Bidder/Subcontractor List unless the City agrees to a substitution.

Bidders may submit the Bidder/Subcontractor List to City Purchasing & Contracting Services Division in person or by courier at 700 Fifth Ave, Suite 4112, Seattle, WA 98104; by fax to (206) 684-4511; or by submitting a signed PDF version of the form to Judy.Keefe@Seattle.gov. Clearly mark the Project Name and Bidder's name to ensure the form is routed correctly.

Trade	You must check one box for each trade. If subcontracting, you must name the subcontractor(s) you will use and the category of work.
Heating, Ventilation & Air Conditioning (HVAC)	<input type="checkbox"/> Name of Sub(s) & Category of Work: _____ <input type="checkbox"/> Bidder will self-perform this work <input checked="" type="checkbox"/> N/A (this project does not include this work)
Plumbing	<input type="checkbox"/> Name of Sub(s) & Category of Work: _____ <input type="checkbox"/> Bidder will self-perform this work <input checked="" type="checkbox"/> N/A (this project does not include this work)
Electrical	<input type="checkbox"/> Name of Sub(s) & Category of Work: _____ <input checked="" type="checkbox"/> Bidder will self-perform this work <input type="checkbox"/> N/A (this project does not include this work)

2016-141
 PW#
 Steven R. Greiling
 Name of Bidder's Representative
 Member
 Title of Bidder's Representative

TITAN Earthwork, LLC
 Bidder's Business Name

 Signature of Bidder's Representative

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, TITAN Earthwork, LLC

_____ as Principal, hereinafter called the Principal,

and the Berkley Insurance Company

of Morristown, NJ

_____, a corporation duly organized under

the laws of the State of Delaware

_____, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Seattle

_____ as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Bid Amount

Dollars (\$ Five Percent (5%) of Bid Amount)

), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2017 Arterial Asphalt and Concrete 4th Ave S, PW#: 2016-141, Ordinance No. 124927

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of May

, 2017

Morgan L. Callahan
Morgan L. Callahan
Witness

TITAN Earthwork, LLC (Seal)
Principal
Steven R. Greeting Member Title

Karen Swanson
Karen Swanson
Witness

Berkley Insurance Company
By Heather L. Allen
Heather L. Allen
Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Karen C. Swanson; Julie R. Truitt; Brent E. Heilesen; Christopher Kinyon; Jamie Diemer; Carley Espiritu; Peter J. Comfort; Annelies M. Richie; Kyle Joseph Howat; Mary S. Norrell; or Heather L. Allen of Propel Insurance of Tacoma, WA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of August, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of August, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of May, 2017

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.