

## AGREEMENT

THIS AGREEMENT, dated November 1, 2017 (“Effective Date”), is made by the CITY OF COSTA MESA, a political subdivision of the State of California (“CITY”), and EXPRESS ENERGY SERVICES, INC., a California corporation (“CONTRACTOR”).

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 (“Work”).

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The work to be performed consists of the retrofitting of four hundred ninety-one (491) City-owned streetlights and intersection lights to energy efficient and cost effective light-emitting diode (LED) fixtures, and all other items incidental to such retrofitting.

The Work is further described in the “Contract Documents” referred to below.

The Project is known as Intersection Safety Lighting Project, City Project No. 17-15 (“Project”).

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor’s bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, popularly known as “The Greenbook”; Faithful Performance Bond and Labor and

Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; and all addenda setting forth any modifications or interpretations of those documents. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in the "Standard Specifications for Public Works Construction" (The Greenbook).

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY'S Representative is Baltazar Mejia, P.E., who shall be referred to herein as the Project Manager ("Project Manager").

4. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

5. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his designee, and subject to his approval.

6. CONTRACT PRICE. Three Hundred Eight Thousand Ninety-Five Dollars and Forty-Nine Cents (\$308,095.49).

7. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY'S Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within thirty (30) working days from the first day of commencement of the Work.

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR'S sureties of the CITY'S intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR'S receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically

terminate without any further action or notice by CITY.

9. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$250.00 as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

10. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in paragraph 8, of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR'S surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY'S giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and, (c) must commence performance

thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 9, incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his decisions shall be final and binding upon CONTRACTOR and its sureties.

12. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

13. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of

access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR'S safety requirements on the job site.

14. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

15. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his designee, it shall be submitted to CITY'S Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant,

CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR'S or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be one thousand dollars

(\$1,000), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars (\$5,000).

16. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

17. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of

the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of Standard Specifications for Public Works Construction, published by Building News, Inc., Los Angeles, California, more commonly known as "The Greenbook." CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor his furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

18. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY'S specifications or CONTRACTOR'S proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California,

including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 19 of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of

CONTRACTOR, or by a dangerous condition of CITY'S property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

19. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

A. Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers'

compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

B. Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

"The City of Costa Mesa, and its elected and appointed boards,

officers, agents, and employees, are additional insureds with respect to the subject project and agreement.”

(ii) Notice:

“Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”

(iii) Other Insurance:

“Any other insurance maintained by the City of Costa Mesa, shall be excess and not contributing with the insurance provided by this policy.”

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

20. PROOF OF INSURANCE.

Prior to award of the contract by the City Council of CITY, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to CITY’S Risk Management.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight hours of labor shall constitute a legal day’s work during any one calendar day. CONTRACTOR shall forfeit to CITY the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code

Sections 1810 through 1815, inclusive.

22. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and CONTRACTOR shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

CONTRACTOR, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to CITY'S Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

23. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5, attached hereto as Attachment No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

24. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

25. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail,

postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Construction Management  
Telephone: (714) 754-5029

Notices required to be given to CONTRACTOR shall be addressed as follows:

Express Energy Services, Inc.  
10610 Humbolt Street  
Los Alamitos, CA 90720  
Attn: Doc Rivers, CEO  
Telephone: (714) 650-8870

Notices required to be given to CONTRACTOR'S sureties shall be addressed as follows:

International Fidelity Insurance Company  
Dorothy O'Conner-Manson, Agent for Service  
2999 Oak Road  
Walnut Creek, CA 94597

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other

relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent Contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not

void or affect the validity of any of the other provisions of this Agreement.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

37. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

38. ADDITIONAL SERVICES.

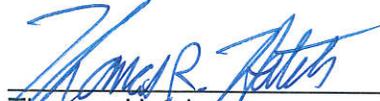
CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
\_\_\_\_\_  
Thomas Hatch  
City Manager

Date: 11/15/17

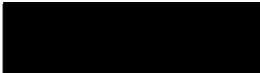
CONTRACTOR

  
\_\_\_\_\_  
Signature

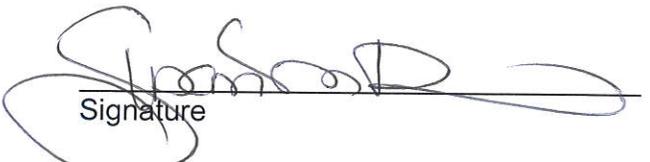
Date: 11/3/2017

Doc Rivers, CEO

\_\_\_\_\_  
Name and Title

  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

  
\_\_\_\_\_  
State License Number

  
\_\_\_\_\_  
Signature  
Susan Rivers, Vice-President  
\_\_\_\_\_  
Name and Title

Date: 11/3/2017

ATTEST:

  
\_\_\_\_\_  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas Duarte  
City Attorney

Date: 10/31/17

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: 11/8/17

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Stephen Dunivent  
Interim Finance Director

Date: 11.14.17

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: 11-13-17

  
\_\_\_\_\_  
Baltazar Mejia, P.E.  
Project Manager

Date: 11-13-17



Work Order Signature Document

NJPA EZIQC Contract No.: CA-GL10D-082013-EES

New Work Order  Modify an Existing Work Order

Work Order Number.: 051544.00 Work Order Date: 08/21/2017

Work Order Title: Cost Mesa Street Lighting

Owner Name: City of Costa Mesa Contractor Name: Express Energy Services, Inc.

Contact: Thom Coughlin Contact: Jacob Williams

Phone: (714) 754-5123 Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No CA-GL10D-082013-EES.

Brief Work Order Description:

TEN LeoTek LS-2 Street Lighting.

Time of Performance Estimated Start Date: Estimated Completion Date:

Liquidated Damages Will apply:  Will not apply:

Work Order Firm Fixed Price: \$308,095.49

Owner Purchase Order Number:

Approvals

Owner \_\_\_\_\_ Date

Contractor \_\_\_\_\_ Date



**Detailed Scope of Work**

To: Jacob Williams  
Express Energy Services, Inc.  
10610 Humbolt Street Los Alamitos, CA. 90720  
Los Alamitos, CA 90720  
No Data Input

From: Thom Coughlin  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
(714) 754-5123

Date Printed: August 21, 2017  
Work Order Number: 051544.00  
Work Order Title: Cost Mesa Street Lighting  
Brief Scope: TEN LeoTek LS-2 Street Lighting.

Preliminary  Revised  Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Below is the SOW for the Costa Mesa Street Light Project: Quantity 396- Leotek  
GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC replacing existing 150-250w HPSV Quantity 57- Leotek  
GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC replacing existing 310-400w HPSV Quantity 15- Leotek  
GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC replacing existing 175w MV quantity 23- Leotek  
GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC replacing existing 400-700w MV All fixtures will be ordered with both shorting caps and photocells depending on which is needed per fixture. All existing material will be recycled properly, and removed from the site each day after work.

Subject to the terms and conditions of JOC Contract CA-GL10D-082013-EES.

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Owner Date

## Contractor's Price Proposal - Summary

---

Date: August 21, 2017

Re: IQC Master Contract #: CA-GL10D-082013-EES  
Work Order #: 051544.00  
Owner PO #:  
Title: Cost Mesa Street Lighting  
Contractor: Express Energy Services, Inc.  
Proposal Value: \$308,095.49

---

Category - No Category Input

\$308,095.49

**Proposal Total**

**\$308,095.49**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 90.29%

# Contractor's Price Proposal - Detail

Date: August 21, 2017

Re: IQC Master Contract #: CA-GL10D-082013-EES  
 Work Order #: 051544.00  
 Owner PO #:  
 Title: Cost Mesa Street Lighting  
 Contractor: Express Energy Services, Inc.  
 Proposal Value: \$308,095.49

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Category - No Category Input</b>					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$21,096.88
			Installation	Quantity 19,625.00 x Unit Price 1.00 x Factor 1.0750 = Total 21,096.88	
				Bonds, Permits, Fees, Etc.	
2	01 22 20 00 0082		DAY	Traffic Control System Note: Includes 1 truck, 1 arrow board, 1 licensed traffic control person, traffic cones	\$8,141.13
			Installation	Quantity 9.00 x Unit Price 904.57 x Factor 1.0000 = Total 8,141.13	
3	16000 0080			Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC	\$45,704.13
		NPP	Installation	Quantity 27.00 x Unit Price 1,476.80 x Factor 1.420 = Total 45,704.13	
				Includes both Shoring Caps and Photocells	
4	16000 0080			Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC	\$65,688.05
		NPP	Installation	Quantity 124.00 x Unit Price 470.80 x Factor 1.420 = Total 86,688.05	
				Includes both Shoring Caps and Photocells	
5	16000 0080			Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC	\$3,064.80
		NPP	Installation	Quantity 15.00 x Unit Price 170.80 x Factor 1.420 = Total 3,064.80	
				Includes both Shoring Caps and Photocells	
6	16000 0080			Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC	\$37.65
		NPP	Installation	Quantity 1.00 x Unit Price 170.80 x Factor 1.420 = Total 37.65	
				Includes both Shoring Caps and Photocells	
7	16000 0081			Leotek GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC-SC	\$3,574.35
		NPP	Installation	Quantity 5.00 x Unit Price 625.98 x Factor 1.420 = Total 3,574.35	
				Includes both Shoring Caps and Photocells	
8	16000 0081			Leotek GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC-SC	\$9,293.90
		NPP	Installation	Quantity 13.00 x Unit Price 625.98 x Factor 1.420 = Total 9,293.90	
				Includes both Shoring Caps and Photocells	





## Subcontractor Listing

Date: August 21, 2017

Re: IQC Master Contract #: CA-GL10D-082013-EES  
Work Order #: 051544.00  
Owner PO #:  
Title: Cost Mesa Street Lighting  
Contractor: Express Energy Services, Inc.  
Proposal Value: \$308,095.49

Name of Contractor	Amount	%
No Subcontractors have been selected for this Work Order	\$0.00	0.00



**the energy network**

*public agencies taking  
action to save energy*

## **LS-2 Safety Lighting Phase 1 Contractor Scope of Work**

The Energy Network Project ID

**A71CSL1**

*Prepared for*

***City of Costa Mesa***

*Prepared by*

**The Energy Network**

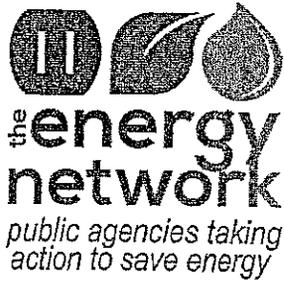
*Scope of Work Developed by*

**TRC Energy Services**

**3/20/2017**

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#### A Project Supported by The Energy Network

The Energy Network, administered by Los Angeles County, was authorized by the California Public Utilities Commission to help eligible public agencies in Southern California harness their collective action, save energy, reduce operating costs and protect precious resources. To expand public agency participation in utility energy efficiency programs, The Energy Network is offering a range of free energy efficiency services to assist public agencies with accelerating energy retrofits.

The Street Lighting Upgrade project at the City of Costa Mesa is being supported by The Energy Network. The services provided as Construction Management Support are defined on a separate document titled **Construction Management Roles and Responsibilities**. Please refer to this document to better understand the relationship and role of The Energy Network Project Manager and assigned Energy Consultant.

Participation of The Energy Network is entirely at the discretion of City of Costa Mesa and The Energy Network may modify or terminate its services based on funding availability at any time.

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## 1 Summary of Scope of Work

The City of Costa Mesa currently owns and operates (491) LS-2 safety lights at intersections throughout the City. The City's inventory predominantly consists of high pressure sodium (HPSV) and mercury vapor (MV) cobrahead fixtures.

The City has identified an energy conservation opportunity through the replacement of the City-owned streetlights with Light-Emitting Diode (LED) fixtures. This project will replace existing LS-2 streetlights with LED fixtures.

Table 1 presents the inventory of existing fixtures to be removed and replacement fixtures to be installed:

Table 1: Existing Fixtures and LED Replacement Fixtures

Existing Fixtures		New Fixtures		Fixture Type	Qty. of Fixture
Type	Wattage	Manufacturer/Model	Wattage		
HPSV	150	Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-WL	105	Cobrahead	1
HPSV	200	Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-WL	105	Cobrahead	124
HPSV	250	Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-WL	105	Cobrahead	271
HPSV	310	Leotek GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC-WL	185	Cobrahead	5
HPSV	400	Leotek GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC-WL	185	Cobrahead	52
MV	175	Leotek GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-WL	105	Cobrahead	15
MV	400	Leotek GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC-WL	185	Cobrahead	13
MV	700	Leotek GCL1-80G-MV-NW-3R-GY-700-WL-PCR7-LLPC-WL	185	Cobrahead	10
			Total		491

The LED retrofit shall maintain the existing controls in place. All intersection safety lights will have photocells installed on each fixture as specified. However, if it is found that the existing fixture is on a circuit which is controlled by a photocell, it shall receive a shorting cap.

A full list of specific streetlights to be replaced with LED luminaires is provided separately in a spreadsheet, titled Closeout Checklist. Also provided is a list of Southern California Edison (SCE)-maintained inventory maps, in a zipped folder, titled Project Maps.

The following parties are involved during the project construction:

- Agency CM: Public agency representative assigned as Construction Manager
- Contractor: The installation contractor

## 2 General

### 2.1 Terms and Conditions

Contractor will adhere to the following terms and conditions throughout the project:

- a) Contractor will conduct all work between Monday and Friday during normal working hours, defined as 7:00 am to 4:00 PM.
- b) Contractor will comply with safety requirements and practices in accordance with Agency requirements and Cal/OSHA.
- c) Contractor will do all that is necessary to maintain a safe working environment for Contractor's employees, Agency and facility employees and the general public who might be present.
- d) Contractor will work with the Agency facility staff to understand and abide by any site-specific security procedures.
- e) Contractor will be diligent in following the technical specifications set forth in this Scope of Work and leave the construction sites with no damage to streets and roadways, sidewalks, medians, traffic signals, street and roadway signage, fixture poles and arms, landscaping, and other site features and characteristics.
- f) The site will be, at the conclusion of work, left in a condition of cleanliness such that no adverse evidence of work remains.
- g) Contractor is responsible for securing all necessary permits (including business license and encroachment permit) and will abide by local laws and regulations.
- h) All work will be performed in accordance with all national, state, and local codes.
- i) It is the Contractor's responsibility to include the proper Adjustment Factor(s) and the necessary tasks and quantities in the Price Proposal for completion of the work described herein. The risk associated with incorrect Adjustment Factor(s), missing tasks, and inaccurate quantities from the Price Proposal shall be borne by the Contractor.
- j) Contractor's Price Proposal is based on the final and approved Detailed Scope of Work and per the inventory shown on the Closeout Checklist (provided as a separate spreadsheet file) and the corresponding replacement fixture mapping Tables 1, considered as the Base Price. Contractor is to provide unit-based pricing, for each fixture type and size, as part of this Price Proposal. Unit prices to be listed on Appendix F.
- k) Prior to ordering of equipment and fixtures, and starting work the Contractor is to verify fixture quantities, types, circuit voltages, locations of glare shields and any other installation needs. The Agency will not be incur additional costs for restocking fees based on discrepancies in the inventory, as it is the Contractor's responsibility to verify the inventory prior to ordering materials.

- l) Contractor will be compensated for work performed and fixtures installed. Any increase on the Base Price due to larger inventory will require written approval by the Agency and will follow procedures set forth for change orders. Any decrease on Base Price due to smaller inventory will result in a lower Base Price to the Contractor.
- m) Contractor will provide clear and complete invoices with sufficient project information per utility requirements (Appendix G).

## 2.2 Prevailing Wages

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code and the State of California prevailing wage laws.

## 2.3 Project Management

Contractor will fulfill the following requirements to facilitate project management:

- a) Contractor will perform the roles and assume responsibilities as per the responsibility matrix provided in Appendix A.
- b) If Contractor proposes substituting a piece of equipment different from the design, Contractor will submit a substitution request – Appendix B. Substitution requests must be provided to the City and approved before the submittal of the proposal.
- c) Contractor will provide an overall schedule for each week, and a minimum one week look-ahead schedule identifying work areas for each day and/or night.
- d) At the end of each shift, Contractor will prepare a daily progress report log for that shift to the Agency Construction Manager to facilitate next-day verification/inspection via email: communication will also include problems (e.g. access issues) and details for the next day's work schedule – Appendix "C".
- e) The contractor and/or the Agency can initiate a supplemental task order. All parties are responsible for reviewing supplemental task orders
- f) Contractor will notify the Agency CM when the project has been completed.
  - Close-out will include true-up of the quantity of each retrofit code installed.
  - Agency CM will generate punch list items. Contractor will perform punch list items.
  - Contractor will furnish the final construction As-Built Documents as described below.
  - Contractor will cooperate with testing process and final inspection.

## 2.4 Meetings

The Contractor will attend the following meetings complete with preparation and follow-up:

- a) Pre-construction logistics meeting – for introduction to team members, to understand roles and responsibilities, to discuss the construction schedule, and to learn the

submittal transmittal process. At the pre-construction meeting, the Agency CM and the Contractor will establish a mechanism for ongoing verification and inspection of work.

- b) Construction kick-off meeting – to resolve any remaining pre-construction issues and begin onsite construction.
- c) Submittal review meetings as required - for discussion of major submittal-related issues that cannot be resolved through the submittal transmittal process.
- d) Periodic construction meetings, as needed – to discuss punch list items, safety issues and the construction progress.
- e) Final job walk – to convey substantial completion to project team members and request final acceptance. The Contractor will schedule this meeting and the Agency CM plus facility personnel shall attend.
- f) Contractor will review meeting minutes circulated after key meetings and resolve all action items assigned to the Contractor by the due date indicated therein.

## **2.5 Logistics**

Contractor will coordinate logistics with the Agency to ensure safe and timely execution of the work. At a minimum the Contractor will perform the following activities:

- a) Contractor will conduct a safety briefing to its staff and provide items presented to the Agency upon approval of the construction schedule and prior to the start of construction.
- b) Contractor will work with the Agency to coordinate and develop an appropriate traffic safety plan for the various locations for Agency's review/approval prior to the start of construction.
- c) Contractor will comply with safety requirements and practices in compliance with local Agency requirements and in accordance with Cal/OSHA.
- d) The Agency will be responsible for notifying residents and businesses in the area of construction as scheduled and will be responsible for arranging traffic control procedures.
- e) Contractor will do everything necessary to maintain a safe working environment for its employees, Agency employees, facility tenants, and the general public.
- f) A plan for storage and staging area(s) will be determined during the pre-construction meeting.
- g) Contractor will be responsible for the security of the Contractor's property, equipment, construction materials and all other items on the staging area or construction site.
- h) Contractor will check in with the Agency CM at the start of each shift by means of email, and include a list of scheduled locations for the day in coordination with the project work schedule. The Agency will facilitate access to scheduled locations.

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*The Energy Network*

- i) All equipment and materials demolished under the terms of this project are to become the property of the Contractor and are to be removed from the site and will be disposed of in accordance with state and city requirements. Recyclable, non-hazardous material will be recycled. Work areas will be cleaned up prior to vacating for the day.
- j) Contractor will coordinate with the Agency CM prior to moving the Contractor's equipment, tools, and materials onto the construction site at the start of the project.

### 3 Submittals

Contractor will provide submittals as outlined below:

#### 3.1 Preconstruction Submittals

Within ten (10) working days of approval of the construction schedule, Contractor will provide the following submittals:

- Proposed construction schedule with major milestones indicated. May include but not limited to:
  - Inventory and circuit voltages verification.
  - Equipment order
  - Anticipated equipment delivery date
  - Construction start and completion by site or major area
  - Project walk through and punch list development
  - Project sign off
- Work Plan
- Traffic Control Plan
- Safety Plan submittal per Cal OSHA standards
- Construction Permits
- Product data for the equipment specified
  - All new fixtures as specified in Table 1
- Mounting details for new fixtures

#### 3.2 Close-Out

Within ten (10) working days of notifying the Agency CM of substantial completion, Contractor will provide the following:

- a) Final updated "as built" records of all newly installed LED streetlights, including all wattages, pole numbers, locations, additional equipment installed on the fixtures and other associated attributes. This includes a copy of the Closeout Checklist spreadsheet that has been updated by the Contractor to reflect the full inventory of removed and installed fixtures, as verified in the field.
- b) Final signed-off punch list – Appendix D
- c) Executed Notice of Construction Completion and Warranty Period – Appendix E
- d) O&M manuals for installed equipment
- e) Materials list of components installed for reordering purposes

- f) Material recycling documents
- g) Warranty documentation for installed equipment

Submittals will not be considered complete until they are reviewed and approved by the Agency. Contractor will make corrections noted and transmit the revised submittal for approval.

## 4 Execution

### 4.1 Technical Specifications

#### 4.1.1 Installations

- a) The contractor will remove existing HID street lighting fixtures and replace the fixtures with LEDs as specified in Table 1. In the event that the fixture in the field does not match the fixture specified in the Closeout Checklist for a particular pole, the contractor shall install a fixture to replace what is in the field, according to the replacement fixture mappings specified in Table 1. The contractor shall then correct the Closeout Checklist to list the actual fixture removed (type and wattage) and the actual fixture installed (type and wattage).
- b) The contractor will ensure that installed fixtures are level to the ground.
- c) The contractor will verify in the field that the photocells function properly after installation.
- d) The contractor will furnish labor, materials and incidentals including, but not limited to, complete lighting fixtures and wiring necessary for the streetlights to be replaced on existing street lighting poles for 120/240 volt circuit street lighting systems.
- e) The contractor will manage delivery and staging of material to the site, including any secured storage considerations.
- f) The contractor will properly dispose of all removed fixtures and non-recyclable materials including hazardous waste, such as lead-based material.
- g) The contractor will be responsible for maintaining traffic control during installation.
- h) During installation, the contractor will ensure that all fixtures and poles have Utility-compliant labeling and badging and will install or replace all labels and/or stickers as required.
- i) The Contractor shall purchase glare shields to be installed in situations where glare shields are installed on the existing fixtures. For bidding purposes, the Contractor may assume (25) glare shields are required. However, before ordering materials, the Contractor is to verify the quantity of glare shields during their verification of the inventory. The agency shall approve locations as necessary.

### 4.2 Warranty Requirements

All Work furnished shall be guaranteed against defective materials, workmanship and/or improper performance for a period of one year after final acceptance of the Work.

Contractor is to provide extended warranty options as separate line items on Price Proposal for the Agency's consideration if requested.

### 4.3 Implementation Verification



- a) Contractor will provide a list of fixtures that have been removed and fixtures that have been installed each week, in the form of an updated Closeout Checklist.
- b) At the completion of the project, the Contractor will supply to the Agency a completed Closeout Checklist spreadsheet listing the existing street lighting fixtures removed and new fixtures installed including wattage, fixture type, location, what additional equipment was installed with the fixture and any other information requested by the Agency above using a template provided by the Agency.
- c) The Agency will observe a sample of streetlights to confirm proper operation of photocells and fixtures. The Agency will observe operation of the street lights during daylight hours to confirm lights are off, and during night time hours to confirm lights are on. The Agency will notify the Contractor of any non-functioning photocells and/or fixtures for repair or replacement.

#### 4.4 Close-Out

For project close out, Contractor will complete the following tasks:

- a) The Contractor will participate with the Agency in review of the punch list and the final job walk. The Contractor will correct any remaining punch list items before final acceptance is granted.
- b) Within ten (10) working days of notifying the Agency CM of substantial completion, the Contractor will train City personnel in all aspects of routine operation, maintenance, and safety of the LED lighting fixtures installed.
- c) Deliver all required close out documents, as listed in Section 3.2.
- d) Invoices shall show installation locations, fixture types, wattages and model numbers (conductive to SCE incentive required invoices)

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Appendix A: Responsibility Matrix

Task	Agency CM	Contractor
Construction		
Secures Construction Permit	S/R	P
Prepares Construction Schedule	R/A	P
Perform Construction		P
Construction Documentation	P	
Submittals and RFIs	R/A	P
Review & Approve Invoices	P	
Process Invoices	P	
Inspection of Work	P	
Construction Progress Reports/Log	R	P
Initiate Change Orders	R/A	P/R
Prepare Meeting Agendas/Minutes	P	R
Attend Project Meetings	P	P
Develop Punch Lists	S	P
Correct Punch List Items	R/A	P
O&M Manuals and Training	R/A	P
Final Inspection	P/A	S
Acceptance	P/A	
P = Primary; S = Support; R = Review, A = Approval Agency CM = Public Agency Assigned Construction Manager Contractor = Construction Firm		

### Appendix B: Substitution Request Form

[Sample Form]

#### Substitution Request Form

SR #: \_\_\_\_\_

Task Order #: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Subject: \_\_\_\_\_  
Spec. Section: \_\_\_\_\_ Dwg. #: \_\_\_\_\_  
Page #: \_\_\_\_\_ Sub: \_\_\_\_\_

PM USE ONLY	
Directed To:	_____
Date Received:	_____
Date Transferred:	_____
Date Received:	_____
Date Transferred:	_____

PRIORITY:  Routine  Urgent  Please Expedite

INFORMATION NEEDED	
Bid Item:	
Justification:	
Cost Comparison to Original Product:	
Time Impact:	
Quality Impact:	
Maintenance Impact:	
Warranty Impact:	
Safety Impact:	
Energy Usage Impact:	
Product Lifecycle Impact:	
Date: _____	Contractor: _____

REPLY	
Date: _____	Reviewer: _____



### Appendix C: Daily Report Log Form

[Sample Form]

#### DAILY REPORT LOG

Task Order #: \_\_\_\_\_  
Project Name: [Category] \_\_\_\_\_  
Contractor: \_\_\_\_\_

Daily Report #: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Date of Shift: \_\_\_\_\_

CREW MEMBER LOG (All names of those present on jobsite on date of shift indicated above, including; PM, Consultant, vendors, deliveries, etc.)

NAME		NAME	
1.	_____	6.	_____
2.	_____	7.	_____
3.	_____	8.	_____
4.	_____	9.	_____
5.	_____	10.	_____

\_\_\_\_\_ Date

\_\_\_\_\_ Contractor Foreman/Supervisor Signature

Daily record of work performed, location, work completed, any issues that occurred onsite during the work shift, including but not limited to project milestones, problems, complaints, and safety related issues:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Contractor Foreman/Supervisor Signature



### Appendix E: Notice of Construction Completion and Warranty Period

To: Agency Representative

From: \_\_\_\_\_  
(Contractor's Name and Company)

Task Order #: \_\_\_\_\_

Project Name: \_\_\_\_\_

1) Date of final inspection: \_\_\_\_\_

2) Date of construction completion: \_\_\_\_\_

3) Warranty period begins: \_\_\_\_\_ Ends: \_\_\_\_\_

Warranty Length: \_\_\_\_\_

4) Additional Warranties, if any:

Warranty Type: \_\_\_\_\_

Warranty Period begins: \_\_\_\_\_ Ends: \_\_\_\_\_

Warranty Length: \_\_\_\_\_

5) Have as-builts and other Project documents been submitted?

\_\_\_\_\_ Yes      \_\_\_\_\_ No      \_\_\_\_\_ Not Applicable

\_\_\_\_\_  
Contractor Signature      Date: \_\_\_\_\_

\_\_\_\_\_  
Agency Representative Signature      Date: \_\_\_\_\_

(Contractor: After completion of the project, send signed form to Agency Representative to complete Performance Evaluation on back page. This form must be completed prior to final invoice and payment.)

**PERFORMANCE EVALUATION**

Agency Representative: After completion of the performance evaluation below, send signed form to The Energy Network Project Manager. This form must be completed prior to approval of the final invoice and payment.

Contractor Evaluation	Value: 0-Low; 4-High	Note:
Quality of Work:		
Timely Performance:		
Working Relationship with Agency and facility Staff:		
Competency to Perform Work/Service:		
Sensitivity to Citizen Contact:		
Understanding of Project:		
Problems Encountered After Project Completed:		
Responsiveness to Problems During Project:		

Agency Representative Signature \_\_\_\_\_ Date: \_\_\_\_\_

The Energy Network Project Manager \_\_\_\_\_ Date: \_\_\_\_\_



Appendix F: Fixture Unit Base Pricing

Existing Fixtures		New Fixtures		Installed Cost W/TAX
Lamp Type	Wattage	Make/Model	Wattage	
HPSV	150	Leotek GCL1-60G-MV-xx-3R-GY-530-WL-PCR7-LLPC-WL	105	
HPSV	200	Leotek GCL1-60G-MV-xx-3R-GY-530-WL-PCR7-LLPC-WL	105	
HPSV	250	Leotek GCL1-60G-MV-xx-3R-GY-530-WL-PCR7-LLPC-WL	105	
HPSV	310	Leotek GCL1-80G-MV-xx-3R-GY-700-WL-PCR7-LLPC-WL	185	
HPSV	400	Leotek GCL1-80G-MV-xx-3R-GY-700-WL-PCR7-LLPC-WL	185	
MV	175	Leotek GCL1-60G-MV-xx-3R-GY-530-WL-PCR7-LLPC-WL	105	
MV	400	Leotek GCL1-80G-MV-xx-3R-GY-700-WL-PCR7-LLPC-WL	185	
MV	700	Leotek GCL1-80G-MV-xx-3R-GY-700-WL-PCR7-LLPC-WL	185	
HPSV	150	Leotek GCL1-60G-MV-xx-3R-GY-530-WL-PCR7-LLPC-WL	105	





Appendix H: Post Installation

Premium: Included  
Bond Number 0708202

**LABOR AND MATERIAL BOND TO ACCOMPANY CONTRACT  
PUBLIC WORK**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has awarded to Express Energy Services, Inc.

hereinafter designated as the "Contractor," a contract which is hereby incorporated by reference herein, for the work described as follows: Street Lights and Retrofit Project #17-15

\_\_\_\_\_ ; and  
WHEREAS, said Contractor is required by the provisions of Chapter 7, Division 3, Title 15, Sections 3247-3248, Civil Code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, We Express Energy Services, Inc.

the undersigned Contractor, as Principal, and International Fidelity Insurance Company  
a corporation organized and existing under the laws of the State of New Jersey  
and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of Three Hundred Eight Thousand Ninety Five and 49/100 Dollars (\$ 308,095.49 ), said sum being not less than one-half of the estimated amount payable by the said CITY OF COSTA MESA under the terms of the contract. for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the above contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 27th day of October, 2017.

Express Energy Services, Inc.

International Fidelity Insurance Company

Kyle Wilson, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )  
On October 31, 2017 before me, Veronica L. Barrera, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Donald R. Rivers  
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 Veronica L. Barrera  
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: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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State of CALIFORNIA

County of FRESNO

On October 27, 2017 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Kyle Wilson,

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 the 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.

*Christine Bagetakos*

Signature of Notary

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)  LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**KIMBERLY WILSON, NICOLE CASKEY, WAYNE LAMB, KYLE WILSON**

Fresno, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of October 2017

MARIA BRANCO, Assistant Secretary

Bond Number 0708202

**FAITHFUL PERFORMANCE BOND  
PUBLIC WORK**

(The premium charge on this bond is \$ 4,390, being at  
the rate of \$ 1.5% per thousand of the contract price)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has entered into a contract dated October 3, 2017, which is hereby incorporated by reference herein, with Express Energy Services, Inc.

hereinafter designated as the "Principal," for the work described as follows:

Street Lights and Retrofit Project #17-15

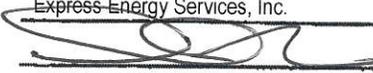
\_\_\_\_\_ ; and  
WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, We the Principal, and International Fidelity Insurance Company  
a corporation organized and existing under the laws of the State of New Jersey  
and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY OF COSTA MESA in the penal sum of Three Hundred Eight Thousand Ninety Five and 49/100 Dollars (\$ 308,095.49), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 27th  
day of October, 2017.

Express Energy Services, Inc.  
  
International Fidelity Insurance Company

  
Kyle Wilson, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

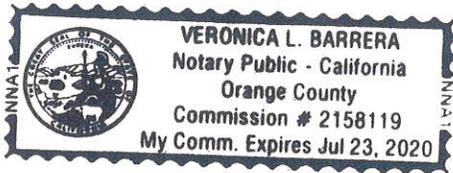
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On October 31, 2017 before me, Veronica L. Barrera, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Donald R. Rivers  
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 Veronica L. Barrera  
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: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of CALIFORNIA

County of FRESNO

On October 27, 2017 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Kyle Wilson,

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 the 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.

*Christine Bagetakos*

Signature of Notary

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL  
 CORPORATE OFFICER

PARTNER(S)  LIMITED

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KIMBERLY WILSON, NICOLE CASKEY, WAYNE LAMB, KYLE WILSON

Fresno, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



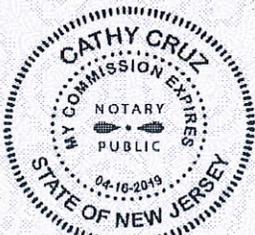
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of October 2017

MARIA BRANCO, Assistant Secretary