

CROCKETT COMMUNITY SERVICES DISTRICT & CROCKETT SANITARY COMMISSION

Special Joint Meeting

AGENDA FOR **FRIDAY**, MARCH 15, 2024

TIME: **3:00 PM**

PLACE: Crockett Community Center, 850 Pomona Avenue, Crockett

The Crockett Sanitary Commission is an agent of the Crockett Community Services District.

1. CALL TO ORDER – ROLL CALL:

2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER:

3. PUBLIC COMMENTS ON NON-AGENDA ITEMS:

(The Commission is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared for a future date.)

4. ADMINISTRATIVE:

a. Approve Resolution 23/24-24 Award of Contract for Alexander Park Sewer Project.

5. ADJOURNMENT: to March 20, 2024.

You will find the Minutes of this meeting posted on our website at www.town.crockett.ca.us/meetings.

Visit our website for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa on the picturesque Carquinez Strait of the San Francisco Bay.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours before the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In accordance with California Government Code Section 54957.5, any writing or document that is a public record relates to an open session agenda item and is distributed less than 72 hours before a regular meeting will be made available for public inspection at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California 94525.

RESOLUTION

23/24-24

RESOLUTION APPROVING AND AUTHORIZING THE DISTRICT ENGINEER TO AWARD A CONTRACT FOR THE ALEXANDER PARK SEWER PROJECT

WHEREAS, Repair and replacement of damaged and incompetent sewer pipe is necessary for the sanitary, safety and well-being of the community and environment and is required by state law; and

WHEREAS, The Board of Directors has empowered the Crockett Sanitary Commission to oversee and recommend work, planning, and capital expenses of the sanitary department, and to lend their expertise to the operation of the Sanitary Department; and

WHEREAS, The Crockett Sanitary Commission has received the recommendation of staff, and has as a body approved the work to be done, and recognized the merit of this project; and

WHEREAS, The District Engineer did call for bids, which were received and opened in public on March 8, 2024, at 10:00 am; and

WHEREAS, The District Engineer has received a demand to disqualify made by the second lowest bidder that the lowest bidder be disqualified because he stated in public before bids were opened that he had not received or responded to the second addendum issued; and

WHEREAS, Non-receipt of the addendum would not aid the lowest bidder or encourage a lower bid and failure to acknowledge its receipt is thus immaterial to the submission of bids; and

WHEREAS, The instructions to bidders and bid documents permit the District's Board of Directors as owner to waive any irregularities or informalities in the proposal.

NOW THEREFORE THE BOARD OF DIRECTORS FOR THE CROCKETT COMMUNITY SERVICES DISTRICT DOES RESOLVE AS FOLLOWS: That it declares the irregularity in the apparent low bidder's bid as immaterial, pursuant to page NC.3 of the bid documents, which provides as follows:

"The Owner reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the bidding."

IT IS FURTHER RESOLVED that the Board finds that the waiver is justified because the waiver does not affect the apparent low bidder's bid, and that the failure to acknowledge the addendum does not provide the low bidder an unfair advantage over any other bidder.

BE IT FURTHER RESOLVED that the Board approves of the offer and authorizes the District Engineer to enter into contract with the lowest bidder for the work known as the Alexander Park Sewer Project for a value of **\$258,340** which is the total of the itemized work listed in the bid documents.

AYES:

NOES:

ABSTAIN:

ABSENT:

Nicholas Spinner, President,
Crockett Community Services District

ATTEST:

Sonia Rivas, MBA
District Secretary

5677548.1

BID PROPOSAL

139
113
202

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PROPOSAL FORM

**CROCKETT SANITARY DEPARTMENT
OF
CROCKETT COMMUNITY SERVICES DISTRICT
CONTRA COSTA COUNTY, CALIFORNIA
FOR CONSTRUCTION OF**

ALEXANDER PARK SEWER PROJECT

To the Honorable Sanitary Commissioners
Crockett Sanitary Commission
P.O. Box 578
Crockett, California 94525

Attention: Mr. Gaunt Murdock, District Engineer

Gentlemen:

Pursuant to the contract plans and specifications, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work as evidenced by the attached executed statement of inspection of site, and the specifications pertaining thereto, and he proposes and agrees if this proposal is accepted that he will contract with the Crockett Community Services District to provide all the labor, materials, necessary machinery tools, apparatus, and other means of construction and do all the work specified in the contract in the manner and time herein set forth required for the completion construction of:

ALEXANDER PARK SEWER PROJECT

Construction shall be in strict conformity with the plans and specifications dated February 5, 2023 prepared by the Crockett Sanitary Department and on file at the District office at 850 Pomona Street, Crockett, CA 94525. Said plans and specifications are hereby made a part hereof.

The bidder proposes to contract with the Crockett Community Services District to perform all of the above work, including subsidiary obligations as defined in said specifications, for the following prices, to wit:

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BID SCHEDULE

BID SCHEDULE

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	1	LS.	MOBILIZATION, COMPLETE IN PLACE, FOR THE LUMP SUM OF	12,000.00	12,000
2.	1		ESTABLISHMENT OF PERIMETER, SIGNAGE, AND PEDESTRIAN EXCLUSION ZONE FOR ALL AREAS WHERE WORK TAKES PLACE. LUMP SUM OF	\$ 29,000	\$ 29,000
3.	1		FURNISH AND ESTABLISH WORK AREA BYPASS PUMPING SYSTEMS TO MAINTAIN FLUID FLOWS. LUMP SUM OF	\$ 8,000	\$ 8,000
4.	707	LF	FURNISH AND INSTALL 12" Ø HDPE PIPE, SDR 17, VIA PIPE BURST METHOD, INCLUDING EXCAVATIONS, PROTECTION OF EXISTING UTILITIES AND STRUCTURES, LINE INSTALLATION, BEDDING, COVER, RECONNECTIONS, REHABILITATION OF MANHOLE AND SURFACE RESTORATION, COMPLETE IN PLACE, PER LINEAR FOOT AT	\$ 180	\$ 127,260
5.	1	EA	INSTALL NEW CONCRETE DROP MANHOLE (S-00-01) INCLUDING MODIFICATION AND CONNECTION TO SEWER AS NEEDED TO ENSURE FUNCTION, PIPE CONNECTION, EXCAVATION, BEDDING, WALL AND CHANNEL, BACKFILL, COMPACTING AND SURFACE RESTORATION. COMPLETE IN PLACE. DETAILS PER DRAWING LUMP SUM OF	\$ 17,000	\$ 17,000

6.	56	LF	TRENCH, COMPACT AND BED 6" DEEP WITH 3/4 INCH CRUSHED ROCK TO PROVIDE REQUIRED SLOPE AND NEGATE SAG. INSTALL 12" HDPE, SDR 17 BY TRENCH METHOD. INCLUDING EXCAVATIONS, PROTECTION OF EXISTING UTILITIES AND STRUCTURES, LINE INSTALLATION, COVER, RECONNECTIONS, AND SURFACE RESTORATION, COMPLETE IN PLACE, PER LINEAR FOOT (2 LOCATIONS) AT	\$ <u>305</u>	\$ <u>12,080</u>
7.	1	EA	REMOVE EXISTING MANHOLE (S-00-02) INCLUDING EXCAVATION, BEDDING, BACKFILL, COMPACTING, AND SURFACE RESTORATION, COMPLETE IN PLACE, ATTACH EXISTING LATERAL BY ELECTROFUSION SADDLE, LATERAL AT S-00-04 TO CONNECT TO NEW MANHOLE. LUMP SUM OF	\$ <u>3500</u>	\$ <u>3500</u>
8.	4	EA	RECONNECT ALL SEWER LATERALS TO NEW PIPE USING ELECTROFUSION SADDLE. AT	\$ <u>1,050</u>	\$ <u>4,200</u>
9.	1	LS	COMPLETE ALL SITE IMPROVEMENTS, INCLUDING SAWCUTTING, RESTORATION, REMOVAL AND REPLACEMENT OF CURB GUTTER SIDEWALK AND STREET THAT REQUIRES DISTURBANCE OR DEMOLITION, ADJUSTING EXISTING UTILITIES TO GRADE, PROVIDING NEW DRIVEWAY CUTS, RESTORING EXISTING WATER AND GAS LATERALS, AND ALL OTHER SIE IMPROVEMENTS NECESSARY TO COMPLETE THE WORK AND NOT INCLUDED IN OTHER BID ITEMS. LUMP SUM OF	24,000	24,000
10.	1	LS	ALLOWANCE FOR ENCROACHMENT PERMIT	i	\$ <u>1,300</u>
11.	1	LS	SHEETING AND SHORING, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ <u>10,000</u>	\$ <u>10,000</u>
12.	1		REMAINING MISCELLANEOUS MATERIALS, ACTIVITY, AND EQUIPMENT REQUIRED TO COMPLETE WORK LUMP SUM OF	\$ <u>5,000</u>	\$ <u>5,000</u>

13.

TOTAL AMOUNT BID

\$ 258,340

TWO HUNDRED FIFTY EIGHT THOUSAND

(DOLLARS IN WORDS

THREE HUNDRED FORTY DOLLARS

(\$ IN FIGURES)

BASIS OF AWARD:

The basis of Award of Contract is the lowest Total Amount bid by a responsible Contractor. The Owner reserves the right to reject any and all proposals and to waive any informalities in any proposal or bid. A Bidder's prior history of unsatisfactory performance on work of any kind shall constitute grounds for disqualifying a Bidder.

The undersigned understands the estimate of construction items hereinbefore set forth is approximate only, being given as a basis for the comparison of bids and the Crockett Community Services District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the extent of any item of the work or to omit items of the work as may be deemed necessary or expedient by the District and/or required by funding limitations.

The undersigned understands all bids will be compared on the basis of the District's estimate of the items of the work to be done.

The undersigned has checked carefully all of the above figures and understands that the Crockett Community Services District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In accordance with Section 4552 of the California Public Contract Code, the bidder agrees that if the bid is accepted, it will assign to the Owner all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchase of goods, materials, or services by the bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the bidder.

It is agreed that this bid may not be withdrawn for a period of ninety (90) days from the opening thereof.

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

Attached is the proposal guaranty bond form bound herewith, duly executed in the amount of at least ten (10) percent of the total amount of our proposal; or alternately there is attached a certified or cashier's check payable to the Owner in the amount of at least ten (10) percent of the amount of our proposal. If we choose to attach a proposal bond, we understand and agree that the Owner may reject our proposal if the surety does not meet the requirements of Section G2.09, or if Owner has cause to believe the surety is likely to be incapable of fulfilling its obligations under the bond.

In accordance with the specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be completed on or before the 21th day of June, 2024.

BP.6

As part of this proposal the undersigned has filled out, executed and notarized where indicated the forms included herein and listed as follows:

1. List of Subcontractors
2. Receipt of Addenda.
3. Statement of Inspection of Site.
4. Bidder's Experience Statement.
5. Personnel Experience Statement.
6. Contractor's License Statement.
7. Non-Collusion Affidavit.
8. Security for Compensation Certification.
9. Bid Bond.
10. Certification Concerning State Labor Standards and Prevailing Wages.
11. Non-Discrimination Clause.

Name under which business is conducted CEAU CO.

Business Address: 9651 C STREET OAKLAND CA ZIP: 94603
Telephone No.: 510 833 0121 Fax: N/A
Contractor's License No.: 1105257 Expir. Date: 05/31/2025

NOTE: If bidder, or other interested person is a corporation, the legal name of the corporation shall be set forth together with the names of the president, secretary, treasurer, and manager thereof; also, signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If the bidder is a partnership or a joint venture, state true name of firm or joint venture entities; also, names of all individual partners composing the firm and the signature of the partner or partners authorized to sign contracts on behalf of the partnership or joint venture entities.

If the bidder is an individual, state first and last name in full, together with signature.

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

Date: _____

IF PARTNERSHIP, sign here:

The undersigned certify that they sign the contract proposal with full and proper authorization so to do.
(One or more partners sign)

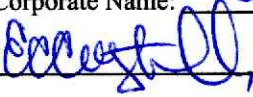
Date: _____

Date: _____

IF CORPORATION, execute here:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: CEAM CO.

By:  ERIC CASTILLO Title: PRESIDENT.

By: _____ Title: _____

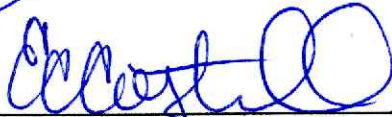
Incorporated under the laws of the State of CALIFORNIA

LIST OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4107 of the Public Contract Code of the State of California and any amendments thereof, the name and location of the mill, shop or office of each Subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement to be performed under these specifications and which work will be in excess of 1/2 of 1 percent of the total proposal and the portion of the work which will be done by each Subcontractor are set forth below.

NAME AND PLACE OF BUSINESS OF SUBCONTRACTOR	DOLLAR VALUE OF WORK TO BE DONE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

NONE



Signature of Bidder

CEAU CO.

Company Name

03/08/2024

Date

STATEMENT OF INSPECTION OF SITE

The undersigned, as bidder, states that he has inspected the site of the proposed work in order to satisfy himself, by personal examination, or by such other means as he prefers, of the location of the proposed work and as to the actual conditions of and at the site of the work, and has included the cost impacts of any surface variations from those shown on the plans in his bid for the Project.

[Handwritten Signature]

Signature of Bidder

CEAU CO.

Company Name

9651 C STREET OAKLAND CA 94603

Address

CALIFORNIA

State of Incorporation (If Applicable)

BIDDER'S EXPERIENCE STATEMENT

The following outline is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract, particularly in SEWER INSTALL. Additional numbered pages outlining this portion of the proposal may be attached to this page. The Contractor shall include below sufficient documentation of prior similar projects and experiences and/or other information and data that, in the opinion of the Owner, constitutes sufficient evidence of the ability of the Contractor to perform and complete the same nature and magnitude of work by the method specified by the Owner for this project.


* - CITY OF CONCORD
EL PORTAL SANITARY SEWER REHAB PROJECT.
\$148,735.00 CONTACT: JEFF ROGERS 925 250 4193

* - CROCKETT COMMUNITY SERVIC DISTRICT.
ATHERTON COOKE SEWER PROJECT
\$430,000.00 CONTACT: ROBIN PLATSELL 5104536203

* - WEST COUNTY WASTEWATER
LAKE SIDE FORCE MAIN INSTALLATION
\$958,000.00 CONTACT: KEN DEIBERT

* - TAMALPAIS COMMUNITY SERVICE DISTRICT
2018-2019 SEWER IMPROVEMENT PROJECT
\$197,000.00 CONTACT: PIPPIN CAUAGANCO 4158470282

* NOTE PROJECTS ABOVE WERE DONE UNDER ECAST ENGINEERING INC. HOWEVER, ERIC CASTILLO THE MAIN PRINCIPAL OF CEVA CO. WAS PART OWNER OF ECAST ENGINEERING WHEN THE ABOVE PROJECTS WERE COMPLETED

 ERIC CASTILLO, PRESIDENT
Signature of Bidder
Company Name CEVA CO.
Date 03/08/24

Eric Castillon

President **CEAU Co.** **02/23-Present**

- Responsibilities include, estimating, project management, payroll, accounting, accounts payable, accounts receivable, hiring and any activity relating to the company operations.

Project Manager/Estimator/Field Supervisor **ECAST Engineering Inc.** **10/18-06/22**

- Founded ECAST Engineering Inc. and assists the company in all day-to-day activities including estimating, project management, and field supervision. Duties include submittals, RFI's, USA tickets, scheduling, layout, directing crews, overseeing project for potential conflicts or safety hazards, coordinating, and overseeing subcontractors.
- Construction experienced in sewer, water, and storm drain systems. Including pipe materials such as Fused HDPE, PVC C900, corrugated HDPE, PVC SDR 35, PVC SDR 26 pipe, ductile iron pipe, and cast-iron pipe.

List of key projects that were bid, managed, and supervised:

- McDonald Ranch Water Line Replacement-\$152,000-Mid Peninsula Regional Open Space
- Nona Ave Sewer Re-routing Project-\$96,000-City of Watsonville
- Distribution Upgrade Phase II-\$56,000-California Fairs Financing Authority
- 2018-2019 Sewer Improvement Project-\$158,000-Tamalpais Community Services
- Grade Trail and Install Water Line-\$260,000-Eastbay Regional Parks District
- Atherton Cooke Sewer Project-\$430,000-Crockett Community Service District
- Krusi Park Site Work and Utilities-\$198,000-City of Alameda
- UCSC Stevenson Lower Quad Utility Upgrade-\$369,000-University of California, Santa Cruz
- DW Infrastructure Site Utilities-\$348,000-Eastside Union High School District
- Sanitary Sewer Locations Repair Project-\$167,000.00-City of Watsonville
- Farrelly Pool Replacement-\$512,000-City of San Leandro
- Lakeside Force Main Replacement-\$979,000-West County Wastewater district

Assistant Project Manager **Ranger Pipelines Inc.** **08/16-10/18**

- Belle Haven Sewer Project Phase II- \$5,300,000 contract. Work consisted of replacing sewer main by open trench, pipe bursting, connecting sewer laterals, replacing sewer manholes. Was responsible for managing sub-contractors, keeping USA marks visible and tickets up to date, submitting RFI's, processing submittals, change orders and progress payment, purchase orders, material orders, scheduling and tracking project.
- 2017/2018 Gravity Sewer Improvement Project- \$9,700,000 contract. Work consisted of replacing sewer main by open trench, pipe bursting, connecting sewer laterals, replacing sewer manholes, performing CCTV work, and spot repairs on sewer main. Was responsible for managing sub-contractors, keeping USA marks visible and tickets up to date, submitting RFI's, processing submittals, change orders and progress payment, purchase orders, material orders, scheduling and tracking project.

Take Off Engineer **Robert A. Bothman** **01/2016-08/16**

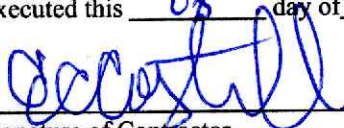
- Reviewed drawing and specifications for projects that were up for bid. Submitted RFI's to owners prior to bid opening for contractor advantage. Performed quantity take off on material including dirt, concrete, asphalt, rebar, pipe, fittings and other miscellaneous items to complete a project. Solicited quotes from subcontractors and suppliers. Reviewed quotes and scope of work letters.

CONTRACTOR'S LICENSE STATEMENT

Contractor: CEAU CO.
Address: 9651 C STREET
OAKLAND CA 94603
Telephone No. (510) 833-0121
License No.: 1105257
Classification: A
License Expiration Date: 05/31/25

"I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Executed this 08 day of MARCH, 2024, at OAKLAND CA, California.



Signature of Contractor

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

State of California)
County of ALAMEDA) SS

ERIC CASTILLO, being first duly sworn, deposes and says that he or she is
(Name)

PRESIDENT of CEAU CO., the party making the foregoing bid, that
(Title) (Company name)

the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature]
Signature of Contractor

Subscribed and sworn to before me this 8 day of MARCH, ~~2019~~ 2024.

Notary Public

See Attachment
for Notary

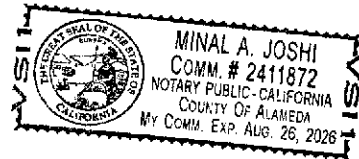
CALIFORNIA JURAT

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: **Alameda**

Subscribed and sworn to (or affirmed) before me on the 08th day of March, 2023
by Eric Castillo, proved to
me on the basis of satisfactory evidence to be the person(s) who appeared before me.

M. A. Joshi
Signature: **Minal A. Joshi**



Seal

Title of Document: Non collusion Affidavit

Total Number of Pages including Attachment: two

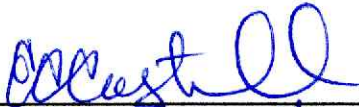
Notary Commission Expiration Date: Aug. 26th, 2026


Notary Commission Number: 2411872

SECURITY FOR COMPENSATION CERTIFICATE

TO: CROCKETT COMMUNITY SERVICE DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workman's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.


ERIC CASTILLON
PRESIDENT
(Signature of Bidder)

 CEAU CO
9651 C STREET
OAKLAND CA 94603

Business Address

Place of Residence

The successful bidder prior to the award of contract must execute this certificate. The bidder shall execute the certificate on this page at the time of submitting his bid proposal.

BID BOND
(10% of Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT CEAU CO., hereinafter called the Principal, and The Ohio Casualty Insurance Company, hereinafter called the Surety, are jointly and severally held and firmly bound unto Crockett Community Services District, hereinafter call the Obligee, each in the penal sum of ten percent of the total amount of the bid proposal of the Principal for the work, this sum not to exceed 10% of the total amount bid dollars of lawful money of the United States for the payment whereof unto the Obligee the Principal and Surety jointly and severally bind themselves forever by these presents.

WHEREAS the Principal is herewith submitting its offer for the fulfillment of the Crockett Community Services District contract to construct the Alexander Park Sewer Project as provided for in the Contract Documents.

NOW THEREFORE, the condition of the obligation is such that if the Principal is awarded the contract, and if the Principal within the time specified in the proposal for such contract enters into, executes and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the proposal of the principal and the amount for which the Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS 4th day of March, 2024.

CEAU CO.

Eric Castillon
PRESIDENT
03/08/24

The Ohio Casualty Insurance Company

Brad Bahl

Brad Bahl, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

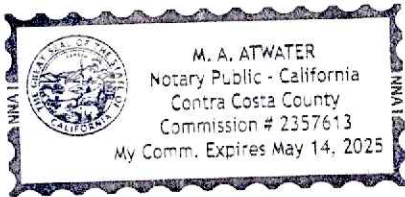
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On March 4th, 2024 before me, M.A. Atwater, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brad Bahl
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.



Place Notary Seal and/or Stamp Above

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 M.A. Atwater
Signature of Notary Public

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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206758-971892

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brad Bahl, Dennis A. Sewell, Gordon J. Fischer, Sam Totah

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ACKNOWLEDGEMENT CERTIFICATE

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: Alameda

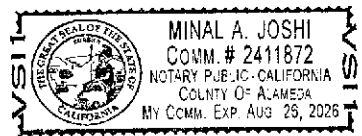
On 08th March, 2024 before me, MINAL A. JOSHI, Notary Public, personally appeared, Eric castillon

Eric castillon 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 she/~~he~~/they executed the same in her/~~his~~/their authorized capacity(ies), and that by her/~~his~~/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.

M. A. Joshi
Signature: MINAL A. JOSHI



Seal

Title of Document: Bid Bond

Total Number of Pages including Attachment: two

Notary Commission Expiration Date: AUG. 26TH 2026

Notary Commission Number: 2411872