

NAPA COUNTY AGREEMENT NO. 240140B

CONSTRUCTION CONTRACT

THIS AGREEMENT ("Contract"), is made and entered into as of this 12th day of September, 2023, by and between NAPA COUNTY a political subdivision of the State of California, hereinafter referred to as "County," and Rehak General Engineering, LLC, whose mailing address is 31825 Auberry Rd. Auberry, CA 93602, hereinafter referred to as "Contractor."

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor's own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Napa County Board of Supervisors acting by and through its Public Works Director, that project known as MT. VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications ("Plans") entitled MOUNT VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24, the Bid submitted by Contractor ("Bid Proposal"), the Special Provisions, and the 2018 Standard Specifications of the State of California Department of Transportation ("Standard Specifications"). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

ARTICLE II. County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors, and assigns, to full performance of the covenants contained herein.

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by County.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County and for all risks of every description connected with the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof in the manner and according to the Plans, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

///

MOUNT FEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24

BID SCHEDULE

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
A. GENERAL CONDITION					
A.1	Mobilization	LS	1	60,000.00	60,000.00
A.2	Clearing And Grubbing	LS	1	40,000.00	40,000.00
A.3	Traffic Control	LS	1	30,000.00	30,000.00
A.4	Erosion And Sediment Control	LS	1	20,000.00	20,000.00
B. ROADWAY, DRAINAGE AND MISC ITEMS					
B.1F	Roadway Excavation (including Pavement Removal and Disposal)	CY	113	90.00	10,170.00
B.2F	Sawcut	LF	98	80.00	7,840.00
B.3	Hot Mix Asphalt (Type A)	TON	84	350.00	29,400.00
B.4F	Pavement Grinding (2 inch)	SQFT	930	10.00	9,300.00
B.5	Class 2 Aggregate Base	CY	77	90.00	6,930.00
B.6	MGS, Caltrans A7P2, Type 11D Layout with Reflectors	LF	75	330.00	24,750.00
B.7	End Treatments "Soft Stop TL-2" (51' Long)	EA	2	5,500.00	11,000.00
B.8F	Cable Railing	LF	94	175.00	16,450.00
B.9	Double Yellow 4" Thermoplastic Traffic Stripe (Detail 21)	LF	180	50.00	9,000.00
B.10F	Off haul Soil (Surplus Material)	CY	180	50.00	9,000.00
B.11	Caltrans Type G1 Inlet with Concrete apron	EA	2	10000.00	20,000.00
B.12	Concrete Ditch	LF	94	100.00	9,400.00
B.13	12" CMP	LF	62	160.00	9,920.00
B.14	Edge Drain T Spreader	EA	2	2,500.00	5,000.00
B.15	18" Edge Drain	LF	94	50.00	4,700.00
B.16F	Geo-composite Drain (Grade Beam)	SQFT	890	10.00	8,900.00
B.17	Lightweight Aggregate (Lava Rock)	CY	120	175.00	21,000.00
B.18F	Subdrain Excavation	CY	29	90.00	2,610.00
B.19F	Subdrain Filling with Permeable Material	CY	29	180.00	5,220.00
B.20F	Subdrain Filter Fabrics	SQFT	1360	7.00	9,520.00
B.21F	Subdrain Pipe	LF	105	90.00	9,450.00
B.22F	AC Dike	LF	20	200.00	4,000.00
B.23F	Rock Slope Protection Class III 150lb Method B	CY	20	250.00	5,000.00
B.24F	Rock Slope Protection Fabric (Class 8)	SQFT	400	8.00	3,200.00

CC-2

PL No. 95351

'F' Denotes Final Pay Items.
 All work in these special provisions including plans and specifications will be covered by the above line items and totals provided by contractor.

SIX HUNDRED SEVENTY-TWO THOUSAND, SIX HUNDRED NINETY AND 00/100 DOLLARS

TOTAL BASE BID (WRITTEN):

TOTAL BASE BID: \$672,690.00

C. CONCRETE					
C.1F	Structure Excavation	CY	152	135.00	20,520.00
C.2F	Structure Backfill				
C.3F	24" Cast-In-Drilled Hole Concrete Piling	CY	73	205.00	14,965.00
C.4F	Structural Concrete (Grade Beam)	LF	320	140.00	44,800.00
C.5F	Bar Reinforcing Steel (Cast-In-Drilled Hole Pile)	CY	80	1275.00	102,000.00
C.6F	Bar Reinforcing Steel (Grade Beam)	LB	23930	1.50	35,895.00

IN WITNESS WHEREOF, this Contract was executed by the parties hereto as of the date first set forth on page 1 of this Contract.

CONTRACTOR'S BUSINESS NAME

By Thomas Rehak
 THOMAS REHAK, Owner
 Rehak General Engineering, LLC
 "CONTRACTOR"

NAPA COUNTY, a political subdivision of
 the State of California

By Belia Ramos, Chair
 Board of Supervisors
 "COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>[Signature]</u> Deputy County Counsel Date: <u>9/7/2023</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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NOTE: The signatures of those executing for the Contractor must be acknowledged by a Notary Public. If a corporation, this document must be signed by two corporate officers in accordance with Corporations Code section 313. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual
 Attorney in Fact
 Guardian or Conservator
 Trustee
 Other: _____

Signer is Representing: _____

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual
 Attorney in Fact
 Guardian or Conservator
 Trustee
 Other: _____

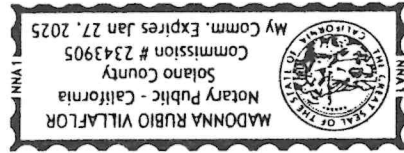
Signer is Representing: _____

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Napa County construction contract
 Title or Type of Document: _____
 Document Date: 9/14/23
 Signer(s) Other Than Named Above: _____
 Number of Pages: 4

OPTIONAL

Place Notary Seal and/or Stamp Above



Signature _____
 Signature of Notary Public _____

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.

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.

State of California }
 County of _____ }
 On SEPTEMBER 6, 2022 before me, MAdonna RUBIO VILLALOR, a notary public
 Date THOMAS J. KENTAK personally appeared _____
 Name(s) of Signer(s) _____

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.

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, Rehak General Engineering, LLC, whose address is 31825 Auberry Road, Auberry, CA 93602 as Principal, and The Ohio Casualty Insurance Company, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all material men, persons, companies or corporations furnishing materials, provisions, provider or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of Six Hundred Seventy-Two Thousand, Six Hundred Ninety and 00/100 Dollars (\$672,690.00) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with NAPA COUNTY, a political subdivision of the State of California, to do and perform the following work, to-wit: MT. VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24.

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provider, other supplies, or terms used in, upon for or about the performance of the work contracted to be done, or for any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney's fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between NAPA COUNTY and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

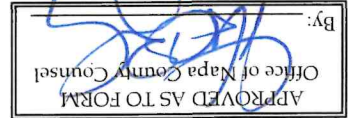
THIS BOND is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those person or their assigns in any suit brought upon the bond.

SEALED with our seals and dated this 28th day of August, 2023.

Principal (Contractor): Rehak General Engineering, LLC
Surety: The Ohio Casualty Insurance Company

By: 
By: Blake A. Pfister, Attorney-in-Fact

Signatures for Principal and Surety must be acknowledged before Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

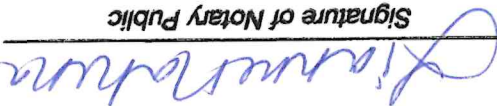
CIVIL CODE § 1189

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 August 28, 2023 before me, Lianne Nahina, Notary Public
 Date
 Blake A. Pfister personally appeared
 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/it~~ 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 
 Signature of Notary Public



OPTIONAL Place Notary Seal Above

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: Bond 24258372
 Title or Type of Document: Bond 24258372
 Number of Pages: 1
 Signer(s) Other Than Named Above: N/A, None
 Document Date: August 28, 2023

Capacity(ies) Claimed by Signer(s)
 Signer's Name: Blake A. Pfister
 Corporate Officer - Title(s):
 Corporate Officer - General
 Partner - Limited
 Partner - General
 Attorney in Fact
 Individual
 Trustee
 Guardian or Conservator
 Other:
 Signer's Name: _____
 Corporate Officer - Title(s): _____
 Corporate Officer - General
 Partner - Limited
 Partner - General
 Attorney in Fact
 Individual
 Trustee
 Guardian or Conservator
 Other:
 Signer Is Representing: The Ohio Casualty Insurance Company
 Signer Is Representing: _____
 Signer Is Representing: _____

By: Renee C. Lewellyn, Assistant Secretary



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2023.

has not been revoked. I, Renee C. Lewellyn, 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 the same force and effect as though manually affixed.

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 obligations.

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 signed by the president and attested by the secretary.

Any officer or other official of the Corporation authorized for that purpose in writing by the Board, the Chairman, the President or by the officer or officers granting such power or authority. 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. Any officer of the Corporation 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 Corporation to make, execute, seal, acknowledge and deliver as surety, 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 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, 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.

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:

By: Teresa Pastella, Notary Public

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



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.

On this 11th day of August, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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.

By: David M. Carey, Assistant Secretary

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



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 11th day of August, 2021.

all of the city of Mission Viejo 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.

KNOW 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, Blake A. Pfister

POWER OF ATTORNEY

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



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.

Certificate No: 8206123 - 972023

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

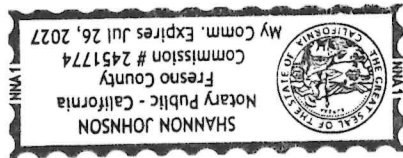
Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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 Fresno }
On 9/1/2023 before me, Shannon Johnson, Notary Public
Date Here Insert Name and Title of the Officer
Name(s) of Signer(s) Thomas Lehak

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 of Notary Public
Shannon Johnson

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Robber and Material Bank
Document Date: 8/28/2023
Number of Pages: 1
Capacity(ies) Claimed by Signer(s):
Signer's Name: _____
Signer's Title(s): _____
Signer's Name: _____
Signer's Title(s): _____
Signer is Representing: _____
Signer is Representing: _____
 Other:
 Trustee
 Individual
 Partner - Limited General
 Attorney in Fact
 Guardian or Conservator
 Trustee
 Individual
 Partner - Limited General
 Corporate Officer - Title(s): _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Attorney in Fact
 Guardian or Conservator
 Trustee
 Other:

BOND NO. 24258372
PREMIUM: \$20,181

NAPA COUNTY
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, Rehak General Engineering, LLC, whose address is 31825 Auberry Road, Auberry, CA 93602 as Principal, and The Ohio Casualty Insurance Company, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and severally held and firmly bound unto NAPA COUNTY, a political subdivision of the State of California, as Oblige, in the full sum of Six Hundred Seventy-Two Thousand, Six Hundred Ninety and 00/100 Dollars (\$672,690.00) lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas, the above bounden Principal has entered into a contract, or is about to enter into a contract with the Oblige to do and perform the following work, to-wit: MOUNT VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24 as is more specifically set forth in said contract, to which contract reference is hereby made.

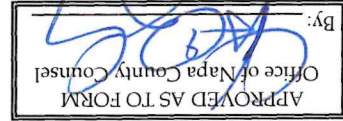
NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation shall be null and void, otherwise it shall remain in full force and effect.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the agreement secured by this bond including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon and between NAPA COUNTY as Oblige and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

SEALED with our seals and dated this 28th day of August, 2023.

Principal (Contractor): Rehak General Engineering, LLC Surety: The Ohio Casualty Insurance Company
By: [Signature] By: [Signature]
By: _____
By: Blake A. Pfister, Attorney-in-Fact

Signatures for Principal and Surety must be acknowledged before Notary Public



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 August 28, 2023 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Blake A. Pfister
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 Lianne Nahina
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: Bond 24258372
Title or Type of Document: Document Date: August 28, 2023
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)
Signer's Name: Blake A. Pfister
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing: The Ohio Casualty Insurance Company
Signer's Name: _____
Corporate Officer - Title(s): _____
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing: _____

By: Renee C. Lewellyn, Assistant Secretary



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2023.

has not been revoked. 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 the same force and effect as though manually affixed.

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 obligations.

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.

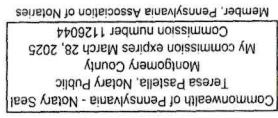
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. 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 XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer or other official of the Corporation 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 Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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.

By: Teresa Pastella, Notary Public



On this 11th day of August, 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.

State of PENNSYLVANIA ss County of MONTGOMERY

By: David M. Carey, Assistant Secretary

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



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 11th day of August, 2021.

all of the city of Mission Viejo 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.

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, Blake A. Prister

POWER OF ATTORNEY

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

Certificate No: 8206123 - 972023

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.



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

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

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: Performance Bond
 Document Date: 8/28/2023
 Signer(s) Other Than Named Above: N/A

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: _____

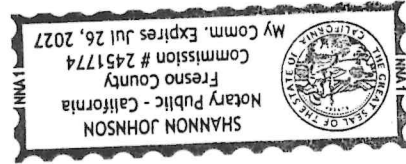
Signer is Representing: _____
 Other: _____
 Trustee Guardian or Conservator
 Individual Attorney in Fact
 Partner - Limited General
 Corporate Officer - Title(s): _____
 Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Signature: Shannon Johnson



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.

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.

State of California }
 County of Fresno
 On 9/1/2023 before me, Shannon Johnson, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas Rehak
 Name(s) of Signer(s)

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.