

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: May 14, 2013 – Consent

TITLE:

- a. Award a contract to Castlewood Construction Company, Inc., the lowest responsible and responsive bidder for the Pajaro Mansion Windows, Siding, and Paint, Project 8545, Bid Package No. 10321, in the total amount of \$61,050;
- b. Approve the Performance and Payment Bonds executed and provided by Castlewood Construction Company, Inc., and Western Surety Company;
- c. Authorize a contingency (not to exceed 20 percent of the contract amount) to provide funding for approved contract change orders; and
- d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed twenty percent of the original contract amount, and do not significantly change the scope of work;
- e. Authorize the Director of Public Works to execute a Certificate of Completion when he determines that the contract is complete in all respects in accordance with the Plans and Special Provisions for the construction of Pajaro Mansion Windows, Siding, and Paint, Project 8545, Bid Package No. 10321, performed by Castlewood Construction Company, Inc.; and
- f. Authorize the Director of Public Works to execute and record a Notice of Completion with the County Recorder for the construction of Pajaro Mansion Windows, Siding, and Paint, Project 8545, Bid Package No. 10321, performed by Castlewood Construction Company, Inc.

DEPARTMENT: RMA – Public Works

RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

- a. Award a contract to Castlewood Construction Company, Inc., the lowest responsible and responsive bidder for the Pajaro Mansion Windows, Siding, and Paint, Project 8545, Bid Package No. 10321, in the total amount of \$61,050;
- b. Approve the Performance and Payment Bonds executed and provided by Castlewood Construction Company, Inc., and Western Surety Company;
- c. Authorize a contingency (not to exceed 20 percent of the contract amount) to provide funding for approved contract change orders; and
- d. Authorize the Director of Public Works to execute the contract and, subject to the terms of the Public Contract Code, approve change orders to the contract that do not exceed twenty percent of the original contract amount, and do not significantly change the scope of work;
- e. Authorize the Director of Public Works to execute a Certificate of Completion when he determines that the contract is complete in all respects in accordance with the Plans and Special Provisions for the construction of Pajaro Mansion Windows, Siding, and Paint, Project 8545, Bid Package No. 10321, performed by Castlewood Construction Company, Inc.; and
- f. Authorize the Director of Public Works to execute and record a Notice of Completion with the County Recorder for the construction of Pajaro Mansion Windows, Siding, and Paint, Project 8545, Bid Package No. 10321, performed by Castlewood Construction Company, Inc.

SUMMARY/DISCUSSION:

On February 12, 2013, the Board approved the Plans and Specifications for the Pajaro Mansion Windows, Siding, and Paint, Project No. 8545, Bid Package No. 10321 (Project). The Project was advertised and bids were opened on March 14, 2013. The lowest responsible bidder is Castlewood Construction Company, Inc., with a bid in the amount of \$61,050. Cypress

Construction submitted a bid in the amount of \$48,884; however, that bid was found to be non-responsive based on failure to submit the bid on a prescribed form. Work is scheduled to begin June 2013, with completion anticipated by August 2013.

Work to be done for the base bid elements, in general, consists of: repair of steps and landings to the Main Entry and to the Branch Library, repair to selected windows, and repair and cleaning of gutters and downspouts. The Scope for Additive Alternates includes: new linings for existing wood gutters; and fabrication and installation of new redwood spindles to replace existing deck and porch spindles that are damaged or missing. Engineer's Estimate for construction of base bid elements and all additive alternates is \$55,000. The contract value recommended for award is 11 percent over the Engineer's estimate, and is attributed to escalation of material costs. RMA-Public Works has programmed a 20 percent construction contingency in order to effectively address all unknown conditions at the project site.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Contracts/Purchasing attended the bid opening and reviewed all bids for conformance with applicable regulations. RMA-Public Works reviewed the bids for responsiveness. The Office of the County Counsel, Auditor-Controller, and Risk Management have reviewed and approved the contract documents as to form and legality, fiscal terms, and insurance provisions, respectively.

FINANCING:

There is no impact to the General Fund. The Project has been funded in Fund 401 by prior Board actions. In November 2010, the Board of Supervisors approved a transfer of \$100,790 to be used toward the Project, including assessment and pre-design. On February 26, 2013, the Board allocated \$94,297 from that transfer to the FY 2013-13 Budget. This amount is sufficient to cover estimated costs for the recommended project scope, including design, construction, and project management. Further repairs will be scoped and designed when additional funds are appropriated to the Project.

Prepared by: Dave Pratt, Management Analyst III, (831) 755-4982

Approved by:

Robert K. Murdoch, P.E., Director of Public Works

Benny J. Young, RMA Director

Dated: May 3, 2013

Attachments: Project Budget; Bid Summary; Agreement; Performance Bond; Payment Bond; Location Map

**MONTEREY COUNTY RMA - PUBLIC WORKS
PAJARO MANSION WINDOWS, SIDING, AND PAINT
PROJECT NO. 8545, BID PACKAGE NO. 10321**

PROJECT BUDGET

Design and Investigative Demolition		
Costs borne by RDA (FY2011-2012)	\$28,900	
Prior Years' Costs Project Management (FY11-FY12)	\$ 6,493	
Project Management/Construction Management		\$21,037
Construction		
Contract Value-Castlewood Construction	\$61,050	
20% Contingency	<u>12,210</u>	
		<u>\$73,260</u>
TOTAL ESTIMATED PROJECT COST:		\$94,297

FUNDING SOURCE

Facilities Projects Fund (Fund 401, Unit 8184)	<u>\$94,297</u>
TOTAL:	\$94,297

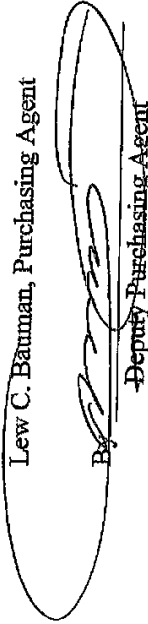
BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

Project: 29 Bishop Street Community of Pajaro, CA Pajaro Mansion Windows, Siding & Paint Project No. 8545 And/Or Bid No. 10321
 Department: Resource Management Agency - PUBLIC WORKS
 Authority: Ordinance No. 1862 as amended by Ordinance No. 2628

Bidders:	Estimated Cost Base Bid Amount	Alt #1	Alt #2	Alt #3	Total	Deduct Alt #1	Deduct Alt #2
Castlewood Construction Co. Inc. 835 W. San Martin Ave San Martin CA 95046	48,000.00	9,500.00	1,450.00	21,000.00	61,050.00	1,500.00	250.00
Hough Construction Co. Inc. 303 Linda Drive Hollister CA 95023	58,254.00	10,982.00	2,980.00	3,920.00	76,136.00	1,500.00	1,457.00
Cypress Construction 820 Cynthia Drive Watsonville CA 95076	34,550.00	7,600.00	1,794.00	5,000.00	48,884.00	400.00	NO SUBMITAL
Knowlton Construction P O Box 1154 Freedom CA 95019	54,760.00	15,226.00	1,155.00	14,290.00	86,031.00	1,300.00	2,496.00

Certification: I certify that bids listed above were opened, examined, and declared by me at 2:00 p.m. on March 14, 2013, in the Clerk of the Board's Closed Session Room, 1st Floor, Government Center, Salinas, CA

Lew C. Bauman, Purchasing Agent



Deputy Purchasing Agent

AGREEMENT

Division 00500

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and CASTLEWOOD CONSTRUCTION COMPANY, INC., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is May 14, 2013.

COUNTY AND THE CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK.

CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project: **PAJARO MANSION WINDOWS, SIDING, AND PAINT, PROJECT NO. 8545, BID PACKAGE NO. 10321.**

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by WALD, RUHNKE & DOST ARCHITECTS, LLP, and the provisions of the documents listed in Article 6 below, and to the satisfaction of the COUNTY.

ARTICLE 2. TIME FOR START AND COMPLETION.

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed and shall complete the bid work within the overall project duration of FORTY-FIVE (45) days as it pertains to CONTRACTOR's scope of work as defined by the contract documents. Additionally, CONTRACTOR shall coordinate their work with all other contractors whose work is affected by the scope of work defined in this Agreement. CONTRACTOR expressly agrees to provide appropriate labor, materials, and equipment in response to adjustments in the Project Schedule made by the Monterey County Director of Public Works or his/her designee during the course of the project in order to maintain the required progress.

ARTICLE 3. CONTRACT PRICE.

COUNTY shall pay CONTRACTOR as full consideration for the performance of the contract, **INCLUSIVE OF THE BASE BID VALUE AND ADDITIVE ALTERNATES 1, 2, AND 3**, subject to any additions or deductions as provided in the contract documents, the contract sum of **SIXTY-ONE THOUSAND AND FIFTY DOLLARS, (\$61,050.00).**

ARTICLE 4. LIQUIDATED DAMAGES.

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY THE COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH THE COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT THE CONTRACTOR WILL PAY TO THE COUNTY THE SUM SET FORTH IN THE **SPECIAL CONDITIONS**, IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT THE COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS.

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT.

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

AGREEMENT

Division 00500

- Notice to Contractors
- Information for Bidders
- Bid, as accepted
- List of Subcontractors
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Hire Monterey Bay Area Residents
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, Bid No. 10321
- Division 00730 Special Conditions, Bid No. 10321
- Technical Specifications, Plans and Working Details as Prepared by Wald, Ruhnke & Dost, LLP
- Exhibits: Preliminary Project Schedule; Laboratory Results for the Paint Chip sample at the Pajaro Mansion, dated March 17, 2009; Limited Lead Sampling at the Porter-Vallejo Mansion, dated July 29, 2011; Porter-Vallejo Mansion Project-An Analysis of Project Consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties
- Project Addenda Nos. 1 & 2, as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

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IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

COUNTY OF MONTEREY

By: _____

Name: Robert K. Murdoch, P.E.

Title: Director of Public Works

Date: May __, 2013

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: April __, 2013

APPROVED AS TO FORM & LEGALITY

COUNTY COUNSEL

By: _____

Name: Jesse J. Avila

Title: Deputy County Counsel

Date: April 23, 2013

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: _____

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: April 24, 2013

APPROVED AS TO INDEMNITY/INSURANCE

LANGUAGE
RISK MANAGEMENT
RISK MANAGEMENT
COUNTY OF MONTEREY

By: _____

INSURANCE LANGUAGE

Name: Steven F. Mauck

Title: Risk Management Stephanie Schumaker

Date: April 24, 2013

Contractor:

**CASTLEWOOD CONSTRUCTION
COMPANY, INC.**

By: _____

Name: Nick Cortese

Title: President

Date: March 22, 2013

By: _____

Name: Rosetta Cortese

Title: Secretary/Treasurer

Date: March 22, 2013

COMPANY ADDRESS:

835 WEST SAN MARTIN AVE

SAN MARTIN CA 95046

Contractor's License Type: A&B

License Number: 343791

License Expiration Date: 03/31/15

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD/P O BOX 26000/ SACRAMENTO CA 95826

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

Premium subject to
adjustment based on
final contract price

Bond No. 71395128

Premium: \$1,832.00

PERFORMANCE BOND
(Public Contract Code Section 20129)
Division 00600

WHEREAS, the County of Monterey has awarded to Principal,

Castlewood Construction Co Inc
as Contractor, for the following project:
**PAJARO MANSION WINDOWS, SIDING AND PAINT, PROJECT NO. 8545, BID
PACKAGE NO. 10321;** and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said
contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we Castlewood Construction Co Inc
as Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the
State of California (hereinafter called "County"), in the penal sum of Sixty-One Thousand
Fifty ----- Dollars (\$61,050.00), for the payment of which sum in
lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or
assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the
covenants, conditions, and agreements in said contract and any alteration thereof made as therein
provided, on Principal's 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 (2) shall indemnify,
defend, and save harmless the County, the members of its board of supervisors, and its officers,
agents and employees as therein stipulated, then this obligation shall become null and void;
otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to
the terms of the contract or the call for bids, or to the work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this bond, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of said contract or the call for bids, or to the work, or to the specifications.

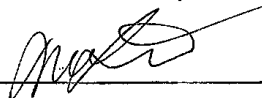
Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

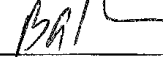
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 26th day of March, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Castlewood Construction Co Inc
Principal

By: 
Title: PRESIDENT


(Corporate Seal) Western Surety Company
Surety

By: 
Title: Attorney-in-fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

APRIL 10-2013

I NICK CORTIESTE AM PRESIDENT OF
CASTLEWOOD CONSTRUCTION CO. INC
AND SIGNED ALL DOCUMENTATION OF
CASTLEWOOD CONSTRUCTION CO. INC AS
PRESIDENT -

 NICK CORTIESTE

BOND № 713 95128 - DATED 3-26-2013

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CA

CAPACITY CLAIMED BY SIGNER

COUNTY OF Santa Clara

- Individual(s)
- Corporate _____
- Officer(s) _____

On this 10 day of April ²⁰¹³ ~~2011~~, before me, Joseph B. Avila

Title(s)

Notary Public, has personally appeared Nick Cortese

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other

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.

SIGNER IS REPRESENTING:

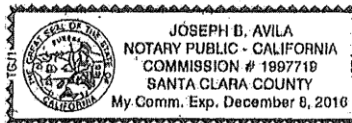
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Letter of Identity

Witness my hand and official seal



Joseph B. Avila
Signature of Notary

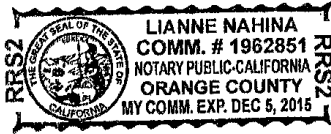


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Orange }

On March 26, 2013 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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond 71395128

Document Date: March 26, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

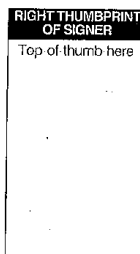
Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____
Western Surety Company

Signer Is Representing: _____



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71395128

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint BLAKE A PEISTER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Castlewood Construction Co., Inc.

Obligee: County of Monterey

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 15 2013, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of March, 2013.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 26th day of March, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of March 2013.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

Bond No. 71395128

Premium included in
the performance bond

PAYMENT BOND
(Civil Code section 9550)
Division 00610

WHEREAS, the County of Monterey has awarded to Principal,

Castlewood Construction Co Inc

as Contractor, a contract for the following project:

PAJARO MANSION WINDOWS, SIDING AND PAINT, PROJECT NO. 8545, BID PACKAGE NO. 10321; and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Castlewood Construction Co Inc.

as Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Sixty-One Thousand Fifty Dollars (\$ 61,050), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

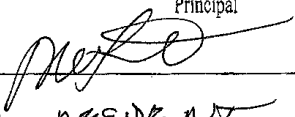
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

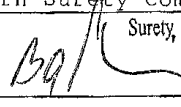
Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does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

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this 26th day of March, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) Castlewood Construction Co Inc
Principal
By: 
Title: PRESIDENT

(Corporate Seal) Western Surety Company
Surety
By: 
Title: Blake A Pfister,
Attorney-in-fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Orange }
On March 26, 2013 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/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: *Lianne Nahina*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond 71395128

Document Date: March 26, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: Western Surety Company

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____


Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

APRIL 10-2013

I NICK CORTESIE AM PRESIDENT OF
CASTLEWOOD CONSTRUCTION CO. INC
AND SIGNED ALL DOCUMENTATION OF
CASTLEWOOD CONSTRUCTION CO. INC AS
PRESIDENT -

 NICK CORTESIE

BOND № 713 95128 - DATED 3-26-2013

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CA

CAPACITY CLAIMED BY SIGNER

COUNTY OF Santa Clara

- Individual(s)
- Corporate _____
- Officer(s) _____

On this 10 day of April ²⁰¹³ ~~2014~~, before me, Joseph B. Avila

Title(s) _____

Notary Public, has personally appeared Nick Cortese

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other

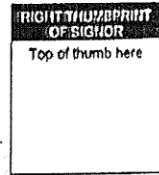
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they, executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

SIGNER IS REPRESENTING: _____

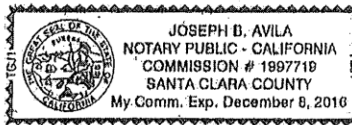
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Letter of Identity

Witness my hand and official seal



Joseph B. Avila
Signature of Notary



LOCATION MAP

**PAJARO MANSION WINDOWS, SIDING, AND PAINT
PROJECT NO. 8545, BID PACKAGE NO. 10321
29 BISHOP ST, PAJARO CA**

