

**CITY OF REDLANDS
A.K. SMILEY PUBLIC LIBRARY
EXTERIOR IMPROVEMENTS**

CONTRACT

**BETWEEN
THE CITY OF REDLANDS
AND
"PRIME CONTRACTOR"
CASTON PLASTERING & DRYWALL, INC.**

RECEIVED

AUG 14 2002

TILDEN-COIL

CONTRACT FOR THE CITY OF REDLANDS

A.K. SMILEY PUBLIC LIBRARY EXTERIOR IMPROVEMENTS

1. PARTIES AND DATE.

This Contract is made and entered into this 06 day of August, 2002, by and between the The City of Redlands (hereinafter called the "Owner") and **Caston Plastering & Drywall, Inc.** (hereinafter called the "Contractor").

2. RECITALS.

2.1 The Owner is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Owner on **July 3rd, 2002** has submitted a bid proposal for construction of one or more of the Bid Categories necessary to complete **A.K. Smiley Public Library Exterior Improvements** described in the Contract.

2.3 Owner has duly opened and considered the Contractor's bid proposal, and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and the other Bid Documents, and has given written notice to Contractor on **August 06, 2002**.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds, the certification from the County Clerk verifying, Pursuant to Code of Civil Procedure Section 995.660, that the Payment Bond surety's certificate of authority has not been surrendered, revoked, canceled, annulled or suspended or, in the event that it has been suspended, that it has been renewed, and evidences of insurance coverage as required by the Contract.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- a. Notice Inviting Bids
- b. Information to Bidders
- c. Contract Bid Forms
- d. Contract
- e. Contract Appendix
- f. Specifications (*under separate cover*)
- g. General Conditions
- h. Drawings (*under separate cover*)
- i. Scope of Work Summary (*under separate cover*)
- l. Performance Bond
Payment Bond
Drug-Free Workplace Certification
- m. Addendum No. 1 dated July 23, 2002.

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work for the construction of **Bid Category #9** necessary to fully and adequately complete **A.K. Smiley Public Library Exterior Improvements**, including any alternates selected by the Owner, and all structures and facilities described in the Contract (hereinafter the "Work"), for a total of **Sixty-One Thousand Nine Hundred Eighty-Five Dollars and No Cents (\$61,985.00)**, as specified in the Contract Bid Forms submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents.

3.3 Standard of Performance.

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract.

3.4 Period of Performance.

Contractor shall perform and complete all Work under this Contract within **One Hundred, Twenty (120) Calendar Days**, beginning ten (10) Calendar Days after the date on which the Letter of Award is sent by the Owner to the Contractor. Moreover, Contractor

shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, including but not limited the Project Schedule located in the Specifications.

Contractor agrees that liquidated damages will apply in the amount of **Two Hundred Fifty Dollars and No/100 (\$250.00) PER DAY** as provided by the applicable provisions of the General Conditions, found in Part "B" of the Contract Appendix, for each and every calendar day of delay beyond the Contract Time, beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual contract activity.

3.5 Owner's Basic Obligation.

Owner agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Owner shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

3.6 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is enclosed with this Contract, and shall be executed simultaneously with this Contract.

3.7 Attorneys' Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.8 Successors.

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of the Owner.

3.9 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor

Caston Plastering & Drywall, Inc.
354 S. Allen Street
San Bernardino, California 92408
Attn: Jim Malachowski
President (Title)

Surety

Hartford Fire Insurance Company
c/o Lockton Insurance Brokers, Inc.
19800 MacArthur Blvd, #550, Irvine CA 92612
Attn: Janina Monroe
949-252-4405

Owner

City of Redlands
A.K. Smiley Public Library
125 West Vine St.
Redlands, California 92373
Attn: Larry Burgess

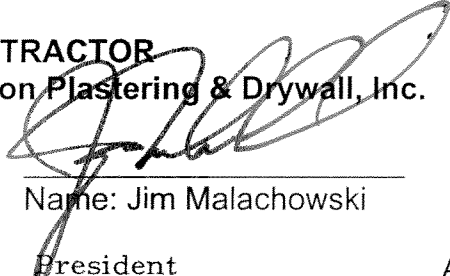
With Copies To:

Tilden-Coil Constructors, Inc.
3612 Mission Inn Avenue
Riverside, CA 92501
Attn: Dayne Brassard, Project Manager

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONTRACTOR

Caston Plastering & Drywall, Inc.

By: 

Name: Jim Malachowski

President

Title

CITY OF REDLANDS

By: 

Name Karl N. Haws, Mayor

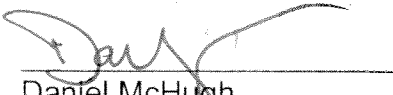
Attest: 

Title Lorrie Poyzer, City Clerk

Tax I.D. Number: 33-0714691

License: C35 - 733766

APPROVED AS TO FORM:

By: 

Daniel McHugh
Counsel, City of Redlands

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Caston Plastering & Drywall, Inc.

By 

Signature

 Jim Malachowski

Name

President

Title

August 12, 2002

Date

CONTRACT (EXHIBIT A)

ATTACHMENT NO. 1 TO AGREEMENT

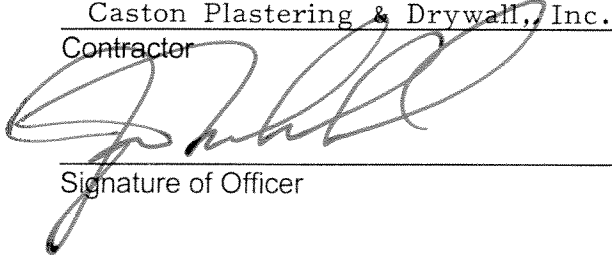
BIDDER'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to his employee.
- C. For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations, a certificate of consent to self-insure against workers' compensation claims which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer, including sub-contractors, to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Caston Plastering & Drywall, Inc.
Contractor


Signature of Officer

James Malachowski - President
Typed Name of Officer

ATTACHMENT NO. 2 TO AGREEMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code, Section 8350 et. seg., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts.

In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions, which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (A.) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (A.) the prohibition of controlled substance at the workplace, (B.) establishing a drug-free awareness program, and (C.) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(A.) and requiring that the employee agree to abide by the terms of that statement.

CITY OF REDLANDS
A.K. SMILEY PUBIC LIBRARY
EXTERIOR IMPROVEMENTS
05/10/02

DRUG- FREE WORKPLACE CERTIFICATION
ATTACHMENT NO. 2 TO AGREEMENT -1

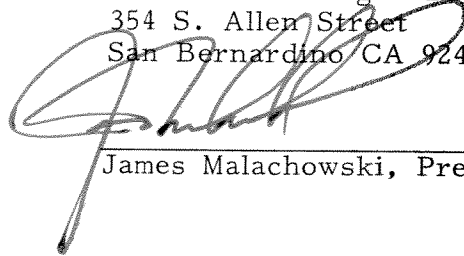
I also understand that if the OWNER determines that I have either (A.) made a false certification herein, or (B.) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

CONTRACTOR

Date: August 12, 2002

Caston Plastering & Drywall, Inc.
354 S. Allen Street
San Bernardino CA 92408

A handwritten signature in black ink, appearing to read 'James Malachowski', is written over a horizontal line.

James Malachowski, President

RECEIVED

AUG 30 2002

TILDEN-CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS:

"Executed In Duplicate"

CONTRACT PERFORMANCE BOND
CALIFORNIA PUBLIC WORK

Bond # 72BCSAL8177

Premium: \$477.00

RECEIVED

SEP 04 2002

TILDEN-CONSTRUCTION

THAT WHEREAS, the [] CITY OF REDLANDS (sometimes referred to hereinafter as "Obligee") has awarded to Caston Plastering & Drywall, Inc., hereinafter designated as the "Contractor" an agreement for the work described as follows: Category #9, Plastering (Cementitious Coating) [A.K. Smiley Public Library Exterior Improvements]

(Hereinafter referred to as the "Public Work" and WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public works Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, Caston Plastering & Drywall, Inc. the undersigned Contractor, as Principal, and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, Surety, are held and firmly bound unto the [City of Redlands] Obilee in the sum of Sixty One Thousand Nine Hundred Eighty Five & No/100ths Dollars (\$ 61,985.00), said sum being not less than one hundred (100%) percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Works Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Works Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorney's fee to be fixed by the Court.

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

CITY OF REDLANDS
A.K. SMILEY PUBLIC LIBRARY
EXTERIOR IMPROVEMENTS
05/10/02

PERFORMANCE BOND - 1

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Principal and Surety agree that if the Obligee is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of August, 2002.

PRINCIPAL:

Caston Plastering & Drywall, Inc.

By: James Malachowski, President

SURETY:

Hartford Fire Insurance Company

By: Janina Monroe
Attorney-In-Fact
Janina Monroe

The rate of premium on this bond is \$7.69 per thousand. The total amount of premium charges, \$ 477.00.
(The above must be filled in by corporate attorney.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

STATE OF California }
COUNTY OF Orange } SS.

On AUG 22 2002, before me, V.M. Campbell, Notary Public

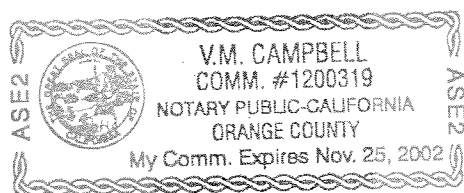
PERSONALLY APPEARED Janina Monroe

personally known to me (or 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.

WITNESS my hand and official seal.

Signature

V.M. Campbell



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF California }
COUNTY OF Orange } SS.

On AUG 22 2002, before me, Janina Monroe, Notary Public

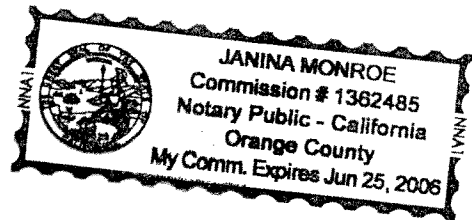
PERSONALLY APPEARED James Malachowski

personally known to me (or 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.

WITNESS my hand and official seal.

Signature

Janina Monroe



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER

President

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

Caston Plastering & Drywall, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company

One Pointe Drive

(Name and Address of Agent or
Representative for service of
process in California, if
different from above)

Brea, CA 92822-2333

Lockton Insurance Brokers, Inc.

19800 MacArthur Blvd., #550

(Telephone number of Surety and
Agent or Representative for service
of process in California)

Irvine, CA 92612

(949) 252-4400

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year 2002, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is subscribed to the
within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed
the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires:

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Federal regulations (Code Sections 6041 and 6209) require non-corporated recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The payer then in turn must furnish Form 1099 to both the payee and Internal Revenue Service showing the total payments.

The regulations also provide that a penalty may be imposed for failure to furnish taxpayer identification number.

In order to comply with these regulations, we request your federal tax identification number or social security number, whichever is applicable.

CITY OF REDLANDS
A.K. SMILEY PUBLIC LIBRARY
EXTERIOR IMPROVEMENTS
05/10/02

PERFORMANCE BOND - 3

COMPANY NAME Caston Plastering & Drywall, Inc.

TYPE OF BUSINESS ENTITY

Individual

 Sole Proprietorship

Partnership

X Corporation

☒ Other

Signature James Malachowski

President

Title

TAXPAYER IDENTIFICATION #

33-0714691

Employer identification #

Social Security #

Date: 08/30/02

Under penalties of perjury, I certify that the number indicated on this form is my correct taxpayer identification number.

"Executed In Duplicate"

Bond # 72BCSAL8177
Premium: Incl. In Perf. Bond

PAYMENT BOND
CALIFORNIA PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the [] City of Redlands (sometimes hereinafter referred to as "Obligee") has awarded to Caston * (hereinafter designated as the "Contractor"), an agreement dated: , for work described as follows: Category #9, Plastering (Cementitious Coating)
[A.K. Smiley Public Library Exterior Improvements]

* Plastering & Drywall, Inc.
(hereinafter referred to as the "Public Works Contract") and

WHEREAS, said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

Now, therefore, we, Caston Plastering & Drywall, Inc., the undersigned Contractor, as Principal; and

a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the [City of Redlands] Obligee and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of: Sixty One Thousand Nine Hundred
Eighty Five and No/100ths Dollars (\$ 61,985.00), said sum being not less than one hundred (100%) percent of the total amount payable by the said Obligee under the terms of the said Public Works Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon, for, or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code 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 said Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

CITY OF REDLANDS
A.K. SMILEY PUBLIC LIBRARY
EXTERIOR IMPROVEMENTS
05/10/02

PAYMENT BOND - 1

In case suit is brought upon this bond, the same Surety or Sureties will pay a reasonable attorney's fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will insure to the benefit of any and all persons, companies and corporation entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

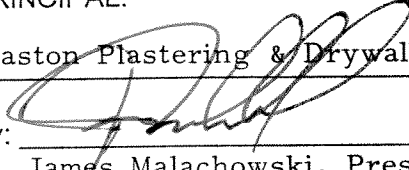
No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Principal and Surety agree that if the Obligee is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of August, 2002.

PRINCIPAL:

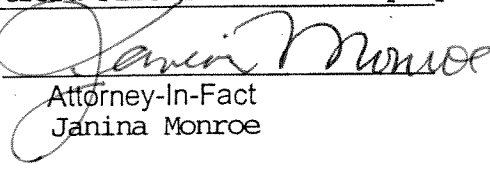
Caston Plastering & Drywall, Inc.

By: 

James Malachowski, President

SURETY:

Hartford Fire Insurance Company

By: 

Attorney-In-Fact
Janina Monroe

IMPORTANT: Surety companies executing Bonds must possess a certification of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

STATE OF California
COUNTY OF Orange } SS.

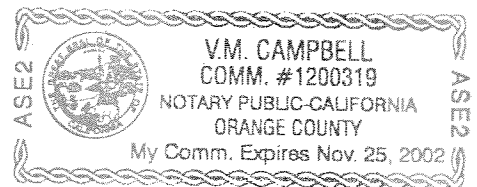
On AUG 22 2002, before me, V.M. Campbell, Notary Public

PERSONALLY APPEARED Janina Monroe

personally known to me (or 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.

WITNESS my hand and official seal.

Signature VM Campbell



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF California }
COUNTY OF Orange } SS.

On AUG 22 2002, before me, Janina Monroe, Notary Public

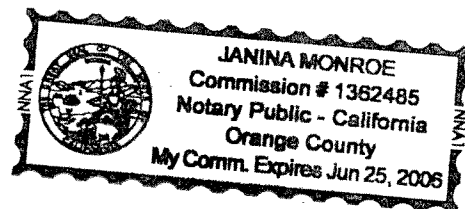
PERSONALLY APPEARED James Malachowski

personally known to me (or 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.

WITNESS my hand and official seal.

Signature

Janina Monroe



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER

President

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

Caston Plastering & Drywall, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

THIS IS A REQUIRED FORM.

(Name and Address of Surety)

Hartford Fire Insurance Company

One Pointe Drive

(Name and Address of Agent or
Representative for service of
process in California, if
different from above)

Brea, CA 92822-2333

Lockton Insurance Brokers, Inc.

19800 MacArthur Blvd., #550

(Telephone number of Surety and
Agent or Representative for service
of process in California)

Irvine, CA 926112

(949) 252-4400

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year 2002, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is subscribed to the
within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed
the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires:

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be
attached hereto.

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut
POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

Thomas G. McCall, Victoria M. Campbell, Janina Monroe
of
Newport Beach, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on May 13th 1999, as follows:

ARTICLE IV

SECTION 7. The President or any Vice President or Assistant Vice-President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and such instruments so signed and executed, with or without the common seal, shall be valid and binding upon the Company.

SECTION 8. The President or any Vice-President or any Assistant Vice President acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice Presidents, resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice-President, resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Resolved, that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 14th day of May, 1999.

HARTFORD FIRE INSURANCE COMPANY

Paul A. Bergenholz



Paul A. Bergenholz, Assistant Secretary

Robert L. Post

Robert L. Post, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

On this 14th day of May, A.D. 1999, before me personally came Robert L. Post, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford.

Dated the

day of AUG 22 2002 20



J. Dennis Lane

J. Dennis Lane, Assistant Vice President