

REVISED BID PROPOSAL

PROJECT: JOB ORDER CONTRACT SERVICES
OWNER: San Bernardino County
BID OPENING: July 12, 2023, at 10:00 A.M.
BIDDER: Athena Engineering, Inc.
TRADE: MECHANICAL CONTRACTOR MJOC16

San Bernardino County
Project and Facilities Management Department
Project Management
385 North Arrowhead Avenue
Third Floor
San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov/>

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, for Job Order Contract in San Bernardino County, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete Job Orders as described in the Bid Documents and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):

BID

The three (3) responsible and responsive bidder who submitted the ten lowest Award Criteria Figures shall be awarded the contract if they are awarded. The three (3) lowest Award Criteria Figures will be considered the lowest bids. The Award Criteria Figure will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .025, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, Factor 7 will be multiplied by .025 and Factor 8 will be multiplied by .025. These numbers will be summed for an Award Criteria Figure, and the three (3) lowest composite bids will be considered the ten low bids. The number of contracts listed above is only an estimate for the number of contracts to be awarded. The actual number of contracts to be awarded will be determined after the bid opening, based on the needs of the County.

Zero point nine zero zero one

Bid for Normal Working Hours, Zone 1 (in words).

FACTOR 2 - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 2 must be greater than Factor 1.

1 . 1 0 7 7

Utilize four decimal places

One point one zero seven seven

Bid for Other Than Normal Working Hours, Zone 1 (in words).

FACTOR 3 – Rapid Response Projects. Factor 3 must be greater than Factor 2.

1 . 1 0 8 7

Utilize four decimal places

One point one zero eight seven

Bid for Rapid Response Projects, Zone 1 (in words).

FACTOR 4 – Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects. Factor 4 must be greater than Factor 3.

1 . 2 5 0 0

Utilize four decimal places

One point two five zero zero

One point three two zero zero

Bid for Rapid Response Projects, Zone 2 (in words).

The award formula below is an integral part of this Bid Proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below to determine the Award Criteria Figure.

FACTOR 8 – Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects. Factor 8 must be greater than Factor 7.

1 . 3 5 0 0

Utilize four decimal places

One point three five zero zero

Bid for Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects, Zone 2 (in words).

The award formula below is an integral part of this Bid Proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below to determine the Award Criteria Figure.

AWARD FORMULA

| | |
|-----------------------------------|---------------|
| Line 1: Zone 1, Factor 1 | <u>0.9001</u> |
| Line 2: Multiply Line 1 by (.75) | <u>0.6750</u> |
| Line 3: Zone 1, Factor 2 | <u>1.1077</u> |
| Line 4: Multiply Line 3 by (.05) | <u>0.0553</u> |
| Line 5: Zone1, Factor 3 | <u>1.1087</u> |
| Line 6: Multiply Line 5 by (.025) | <u>0.2771</u> |
| Line 7: Zone 1, Factor 4 | <u>1.2500</u> |

TIME FOR COMPLETION:

Twelve (12) months from the contract start date or expenditure of the stated maximum value of the contract, whichever occurs first. This is a bid for a Contract for repair, remodel or other repetitive work specified in individual Job Orders, effective for a period of 12 months from the start date of the Contract approved by the Board of Supervisors. Job Orders issued prior to, but not completed, by the expiration of the Contract period will be completed with all provisions of the Contract still in force. Supplemental Job Orders to an original Job Order issued prior to but not completed by the expiration of the contract prior, will be completed with all the provisions of this contract still in force.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the --- Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth within the individual Job Order, Contractor shall forfeit and pay to the County the sum of between \$750 to \$1,500 per calendar day, depending on the Job Order price and as described in the General Conditions, the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and individual Job Orders)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Bids of one million dollars (\$1,000,000) or more)

(The Certification below is part of the Proposal/Bid and signing the Proposal/Bid shall constitute signature of this Certification)

In accordance with Public Contract Code section 2204(a), the proposer/bidder certifies that at the time the Proposal/Bid is submitted, the proposer/bidder signing the Proposal/Bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers/bidders are cautioned that making a false certification may subject the proposer/bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall provide after award of contract the name, location of the place of business and the California contractor license number of each subcontractor who will perform work for individual Job Orders (meaning the total amount of the

genuine Proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this Proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, the Proposal must be signed by an authorized officer of the corporation.

If the Bid Proposal is submitted through ePro the undersigned acknowledges that its electronic signature(s) is legally binding.

Check One: () Sole Proprietor; () Partnership; (X) Corporation; () Other

Name of Bidder: Athena Engineering, Inc.

Address: 456 E. Foothill Blvd., San Dimas, CA 91773

Phone: (909)971-8439

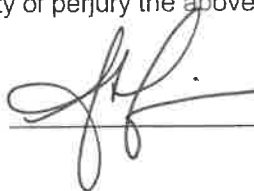
Email: amc@athenaengineering.com

Contractor's License No.: 523044 Primary Class: C-4, C-20

Expiration Date of Contractor's License 01/31/2024

Contractor's DIR Registration # 1000001592

I declare under penalty of perjury the above is true and correct.

Authorized Signature:  Title: V.P. of Business Development

Print Name: Athena Chiera Date: 7/11/2023

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

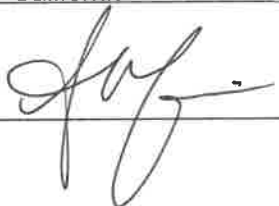
The undersigned declares:

I am the V.P. of Business Development of Athena Engineering, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 11, 2023 [date], at San Dimas [city], California [state].

Signed:  _____

Title: V.P. of Business Development _____

BID BOND

KNOW ALL BY THESE PRESENTS, That we, ATHENA ENGINEERING, INC.

of 456 E. FOOTHILL BLVD. SAN DIMAS, CA 91773 (hereinafter called the Principal),

as Principal, and OLD REPUBLIC SURETY COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto SAN BERNARDINO COUNTY

(hereinafter called the Oblige) in the penal sum of TWENTY FIVE THOUSAND & 00/100 Dollars (\$ 25,000.00)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for MJOC16

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 7TH day of JULY, 2023

Witness

Witness

ATHENA ENGINEERING, INC. (Seal)
Principal
[Signature]
Title

OLD REPUBLIC SURETY COMPANY
By [Signature]
KEVIN E. VEGA Attorney-in-Fact



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Phillip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 7th day of July, 2023.

Karen J. Haffner
Assistant Secretary

74 0061

ORSC 11008 (6-93)

C & D Bonding & Insurance

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 LOS ANGELES)

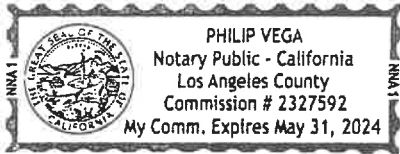
On 07/07/2023 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared KEVIN VEGA, ATTORNEY-in-FACT
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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

ACKNOWLEDGMENT

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 Los Angeles

On July 11, 2023 before me, Athena M. Chiera, Notary Public
(insert name and title of the officer)

personally appeared Jane Chiera,
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 

(Seal)



Job Order Contract Experience Form

Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: Los Angeles County Internal Services Department

Agency Contract Contact (name, email, and current phone number):

Tatevik Magakyan (562)454-6328 tmagakyan@isd.lacounty.gov

Contract Start/End Dates: March 4, 2020 - March 4, 2021

Awarded Contract Value: \$5,100,000

Total Value of Work Issued Against Contract: \$4,291,617.19

Contract Name/Number: HVACJOC12

Required License(s): C-20

Brief Description of Projects Completed:

Various HVAC upgrades, rehabilitations, fire sprinkler removal, irrigation removal and other repairs for mechanical deficiencies.

Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: The CSU Office of the Chancellor

Agency Contract Contact (name, email, and current phone number):
Jeremy Gomoljak - jgomoljak@calstate.edu (562)951-4163

Contract Start/End Dates: July 7, 2021 - July 6, 2022

Awarded Contract Value: \$1,000,000

Total Value of Work Issued Against Contract: \$186,975.83

Contract Name/Number: RJOCS-MH001, Contract # 20-482

Required License(s): C-20

Brief Description of Projects Completed:

Duct cleaning and repairs.

PP 1008

**AGREEMENT
JOB ORDER CONTRACT
HVAC JOC 12**

THIS AGREEMENT, made and entered into this 4th day of March 2020, by and between the COUNTY OF LOS ANGELES, State of California (hereinafter called County), and

Athena Engineering, Inc.
A California Corporation
456 East Foothill Boulevard
San Dimas CA, 91773
909-599-0947

(hereinafter called Contractor),

WITNESSETH: County and Contractor for the consideration hereafter agree as follows:

ARTICLE 1. SCOPE OF WORK

1. Contractor shall be bound by the December 2019 General Conditions, and all other items forming the contract documents. December 2019 Job Order Contract HVAC JOC 12 Bid Submittal Forms and all other items identified as CONTRACT DOCUMENTS in the General Conditions.
2. Contractor shall provide and perform all work and take the necessary measures to complete work on individual Work Orders against this Job Order Contract as described in the General Conditions hereto and made a part thereof, in a proper and workmanlike manner in strict accordance with the CONTRACT DOCUMENTS, and shall perform all other obligations imposed by this CONTRACT.

ARTICLE 2. THE CONTRACT SUM

1. The CONTRACT is an indefinite-quantity CONTRACT for the repair, remodeling, and refurbishment of the items specified, effective for a 12 month period or until the maximum, not-to-exceed CONTRACT amount of \$5,100,000 is incurred by the CONTRACTOR, whichever occurs earlier; provided, however, that if a work order is issued by the COUNTY prior to the expiration of the 12-month Contract period, the Contract term shall be automatically extended solely to allow the original scope of such work order to be completed, including authorized additional work. There is no guaranteed minimum quantity or value of work which will be ordered under

"Failure to Complete Work on Time," for each and every calendar day that Contractor shall be in default on that individual Work Order.

ARTICLE 4. CONTRACTOR'S REPRESENTATIVE

Contractor, upon execution of this agreement, shall designate a senior level manager who will represent the contractor with regards to management and contracting issues. Contractor shall provide written notice to County of any changes to contractor's representative within five days of such change.


Unless otherwise defined, all terms herein shall have the definitions given in the General Conditions.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Internal Services Department, and Contractor has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

ATHENA ENGINEERING, INC.


By 
Acting Director
Internal Services Department

By 
President
Athena Engineering, Inc.

523044 B/C-20
LICENSE NO. CLASSIFICATION

Approved as to form:

Office of the County Counsel

By 
Deputy County Counsel

**BOND FOR FAITHFUL PERFORMANCE
For Job Order Contract Agreement HVAC JOC 12**

KNOW ALL MEN BY THESE PRESENTS:

That we, ATHENA ENGINEERING, INC., A California Corporation, as principal, and

OLD REPUBLIC SURETY COMPANY
14728 PIPELINE AVENUE, # E
CHINO HILLS, CA 91709

as surety, are held and firmly bound unto COUNTY OF LOS ANGELES, State of California, hereinafter referred to as County, in the sum of FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$5,100,000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal has been awarded and is about to enter into the annexed contract with the County of Los Angeles, State of California, and is required by said County to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

WITNESS our hands this 20TH day of FEBRUARY, 2020.

ATHENA ENGINEERING, INC.

President

Secretary

OLD REPUBLIC SURETY COMPANY

Surety

Attorney-in-Fact PHILIP E. VEGA

Approved as to form:

Mary C. Wickham
County Counsel

By _____
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

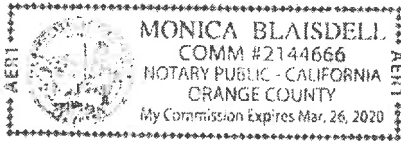
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)
On FEB 20 2020 before me, Monica Blaisdell, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Philip E. Vega
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

California All-Purpose Acknowledgment

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: Los Angeles)

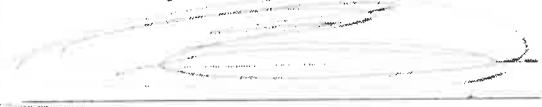
On February 25, 2020 before me, Brian S. Edwards, Notary Public,
(Insert Name of Notary Public and Title)

Personally appeared Athena Chiera, Monique,
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.

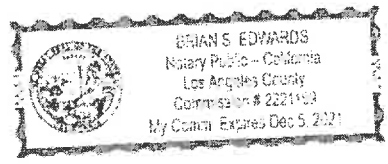
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Seal)



-Optional-

Title or type of Document: _____

Number of Pages _____ Date Of Document _____

Signers other than named above _____



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15TH day of JANUARY, 2020.

Karen J. Staffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 15TH day of JANUARY, 2020, personally came before me, Alan Pavlic, and Karen J. Staffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

CERTIFICATE:

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061:

Signed and sealed at the City of Brookfield, WI, this 20 day of February, 2020



Karen J. Staffner

Assistant Secretary

C & D BONDING & INS SERVICES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

California All-Purpose Acknowledgment

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: Los Angeles)

On February 25, 2020 before me, Brian S. Edwards, Notary Public,
(Insert Name of Notary Public and Title)

Personally appeared Jane Chiera,
Name(s) of Signer(s)

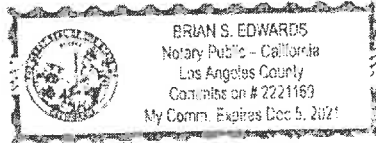
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



(Seal)

-Optional-

Title or type of Document: _____

Number of Pages _____ Date Of Document _____

Signers other than named above _____

STATEMENT OF UNDERSTANDING

SUBJECT: JOB ORDER CONTRACT
 HVAC JOC 12

As the Contractor of the project, I have reviewed the *Best Management Practices Handbooks, California Storm Water Quality Task Force, Sacramento, CA* and will implement the Best Management Practices (BMPs) applicable to effectively minimize the negative impacts of work order construction/alteration activities on any surrounding water quality. The selected BMPs will be installed, monitored, and maintained to ensure their effectiveness. If at any time, site conditions and/or the County official warrant re-evaluation and revisions of the chosen BMPs, the appropriate changes will be made without unnecessary delay. I am aware that failure to properly implement and maintain the BMPs necessary to prevent the discharge of pollutants from this project could result in significant penalties and/or delays.

ATHENA ENGINEERING, INC.



Signature

Jane Chiera

Print Name

President

Title

February 24, 2020

Date

CERTIFICATION

SUBJECT: JOB ORDER CONTRACT
 HVAC JOC 12

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

ATHENA ENGINEERING, INC.



Signature

Jane Chiera

Print Name

President

Title

February 24, 2020

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME ATHENA ENGINEERING, INC. Contract No. HVAC JOC 12

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:


Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 
PRINTED NAME: Jane Chiera
TITLE: President

DATE: 2/04/20

AGREEMENT

CSU Vendor ID No. 12946

Contract No. 20-482

THIS AGREEMENT, made on June 7, 2021, BY AND BETWEEN the State of California, acting through the Board of Trustees of the California State University, on behalf of the California State University, hereinafter designated the Trustees, and Athena Engineering, Inc.
456 E. Foothill Blvd.
San Dimas, CA 91773
Phone No. 909-599-0947; E-mail: ame@athenaengineering.com
hereinafter designated the Contractor.

WITNESSETH

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of the Trustees, covenants, promises and agrees with the Trustees, at his, her, its or their own proper cost and expense, to furnish all labor, materials, and equipment, and to perform all Work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Trustees, the

Regional Specialty Mechanical Job Order (South Region) Contract No. 20-482, Project No. RJOCS-MH001 for the following, twelve (12) Southern California State University Campuses: CSU Bakersfield; CSU Office of the Chancellor; CSU Channel Islands; CSU Dominguez Hills; CSU Fullerton; CSU Long Beach; Cal State LA; CSU Northridge; Cal Poly Pomona; CSU San Bernardino; San Diego State; and CSU San Marcos.

in accordance with the Contract Documents (as defined in the Contract General Conditions, Article 1.00, Definitions) as approved by and on file with the Trustees and are made a part of this Agreement by this reference. The Contract is an indefinite quantity contract for the repair and / or construction of the items specified.

The Minimum Contract Amount that must be ordered during the term of the Contract is Zero Dollars (\$0.00).
The Maximum Contract Amount that may be ordered during the term of the Contract is One Million Dollars (\$1,000,000.00).

The Contractor shall use the following Adjustment Factors for Southern Campuses when submitting individual Job Orders:

| | |
|---------------------------------|--------|
| Normal Working Hours | 1.0810 |
| Other than Normal Working Hours | 1.3201 |
| Premium Hours | 1.5881 |

The Contractor agrees to receive and accept the sum designated on each individual Job Order issued pursuant to this Contract as full compensation therefor, and also, unless expressly excepted in the Contract Documents, as full compensation for the following: all loss or damage, arising out of the nature of the Work, or 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 Trustees and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of Work, and for well and faithful completion of the Work in the manner and according to the Contract Documents and the requirements of the Trustees under them. Payment will be made in accordance with the Contract General Conditions, Article 9, Payment and Completion.

2. That the Contractor, in accordance with its Bid Proposal documents, agrees to subcontract 3 % of each job order issued under this Contract (including change orders) to Disabled Veteran Business Enterprises (DVBE).

3. That the Trustees hereby promise and agree with the Contractor to employ, and do hereby employ, the Contractor to provide the materials and do the Work according to the terms and conditions herein contained and referred to, for the sum designated on each individual Job Order issued pursuant to this Contract, and hereby agree to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. That the starting date of the contract will be fixed by the Trustees as of a date within fifteen (15) calendar days after the date of approval of the contract by the Office of General Counsel, California State University, and in such manner that the Contractor will have been notified in writing at least five (5) calendar days prior to the date fixed for starting. The duration of the contract shall be 365 calendar days from the starting date. The starting dates for each individual Job Order issued pursuant to this Contract shall be the date listed in the individual Notices to Proceed issued for said Job Orders. The Contractor agrees to fully complete the Work authorized under each individual Job Order issued, in first class working order and ready for acceptance

CERTIFICATION

Contract No. 20-482

Instructions:

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.

Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm's official record adopted by the firm's executives/board that authorizes certain of the firm's officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.

This is to certify that

- 1) I am Athena M. Chiera, Vice President, Secretary of the Corporation
Name and Title of Authorized Signatory (such as John Smith, President)

- 2) of Athena Engineering, Inc.;
Name of Firm; and

- 3) the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on June 8, 2021.
Date


Signature

6-8-2021
Date

Corporation
Firm's Type of Organization (see instructions above)

IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm's official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)

BOND ATTESTATION

**PAYMENT AND PERFORMANCE BOND
CONFIRMATION & VERIFICATION
FOR DIGITAL CONTRACTS**

I, Jeremy Gomoljak, Construction Manager, located at 401 Golden Shore, 4th Floor, Long Beach, CA 90802, do hereby confirm and verify the payment and performance bonds:

Received from Contractor: Athena Engineering, Inc.

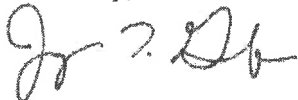
For CO Contract Number: 20-482

For CO Project Number: RJOCS-MH001

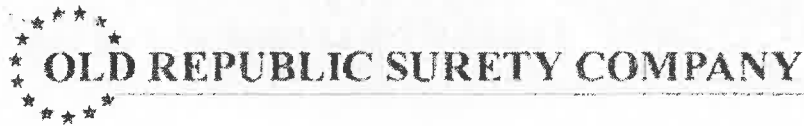
The bonds have been completed on the CSU provided Bond Forms and are accompanied by all necessary Notary Acknowledgements. I attest the bonds are in my possession and shall remain in the project files. I have reviewed and approved them personally, in accordance with the SUAM, and I observed the raised and embossed stamp for each bond on 6/21/2021.

Should there be any question, I can be contacted at JGomoljak@Calstate.edu or at 562-400-8210.

Sincerely,



Jeremy Gomoljak
Construction Manager
Capital Planning, Design and Construction



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of in-shipment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1ST day of APRIL, 2021

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 1ST day of APRIL, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

74-0061

Signed and sealed at the City of Brookfield, WI this 8th day of June, 2021



Karen J. Haffner

Assistant Secretary

C & D BONDING & INS SERVICES

ACKNOWLEDGMENT

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 Los Angeles)

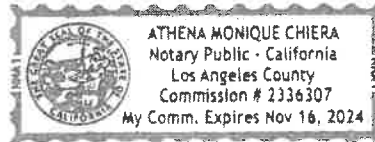
On June 10, 2021 before me, Athena M. Chiera, Notary Public
(insert name and title of the officer)


personally appeared Jane Chiera
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  (Seal)




OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds). as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1ST day of APRIL, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 1ST day of APRIL, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061



Signed and sealed at the City of Brookfield, WI this 8th day of June, 2021

Karen J. Haffner
Assistant Secretary

C & D BONDING & INS SERVICES

ACKNOWLEDGMENT

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 Los Angeles)

On June 10, 2021 before me, Athena M. Chiera, Notary Public
(insert name and title of the officer)

personally appeared Jane Chiera
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  (Seal)

