

PROPOSAL

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Bidder's Name: Foundry Construction, Inc.

TO PLEASANT HILL RECREATION AND PARK DISTRICT (the "DISTRICT"):

In accordance with District's Notice Inviting Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

Bidder declares that this proposal is based upon careful examination of the work site, Project Plans, and other Contract Documents, including the Notice Inviting Bids, this Proposal, the Contract, Special Provisions or Conditions, Technical Provisions, General Conditions, Appendices, and Standard Plans & Specifications. If this proposal is accepted for award, Bidder agrees to enter into a contract with the District at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the District of the Bid Security accompanying this proposal.

Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedules are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, federal, state and local taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

Bidder agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires 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 that the Bidder will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

Bidder certifies to be properly licensed by the State of California as a contractor to perform work of this specialty. The undersigned agrees to furnish the District satisfactory proof of ability to perform the work, as well as records of performance of similar jobs completed recently, if and when requested to do so by the Project Manager.

Bidder agrees that the applicable insurance and bonding requirements can and will be fulfilled.

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the District is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any District, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Bidder certifies to have verified that it and all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for both itself and all subcontractors to the District.

Bidder agrees that it and all subcontractors used on the public work project shall furnish payroll records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

Bidder certifies that it and all subcontractors used on this public work project are in compliance with California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulations (Cal. Code Regs., title 13, section 2449), and Bidder shall provide a valid Certificate of Reported Compliance for Bidder's own fleet and for any subcontractors' fleet, unless exempt from the regulations.

Bidder shall guarantee all work for a period of one year from project acceptance. The guarantee shall be in the form of a Maintenance Bond (10% of completed work cost) to be provided to the District prior to project acceptance.

Bidder has carefully checked all of the figures in the Bid Schedule and understands that the District shall not be responsible for any errors or omissions on Bidder's part in making up this bid. Bidder agrees that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of the bid opening and that the District reserves the right to reject any or all bids, waive any informality in bids received, and may at its option make the award that in the judgment of the District is to the best interest of the District.

The following documents have been completed and executed, and are hereby made a part of this Contract by reference:

- DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION
- DEPARTMENT CERTIFICATION
- OFF ROAD REGULATIONS ASSURANCES
- BID SCHEDULE
- ADDENDA ACKNOWLEDGEMENT
- NON-COLLUSION AFFIDAVIT
- DESIGNATION OF SUBCONTRACTORS
- CONTRACTOR LICENSE INFORMATION
- BIDDER RESPONSIBILITY STATEMENT
- BIDDER'S SIGNATURE PAGE
- BIDDER'S BOND
- PLANS
- SPECIFICATIONS

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

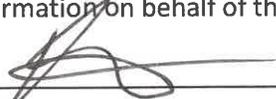
RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The Pleasant Hill Recreation and Park District ("District") has the obligation to report this contract to the Department of Industrial Relations ("DIR") and provide various information including that specified below. For the purposes of this document, you are referred to as "Contractor." In addition to filling out this form for the District, you have the obligation to submit certified payroll records directly to DIR.

Project: RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Contractor Name:	Foundry Construction, Inc.		
Contractor Mailing Address:	66 Franklin Street, Suite 300 Oakland, CA 94607		
Contractor E-mail Address:	asau@foundryconstructioninc.com		
Contractor Telephone:	510.703.1256		
Contractor License Number:	1089831		
DIR Registration Number:	2000003117		
Classification(s) or type(s) of workers that will be employed by the contractor for this project:	Carpenters & Laborers		
Subcontractors:	License Number:	DIR Number:	Worker Classifications:
Nelson Construction	601031	1000024827	Laborers / Operators
Diablo Roofing	1069338	1000712175	Roofing
Atlas Fencing	948624	1000964567	Laborers
Marina Mechanical	416198	1000000582	Pipefitters
TEPS	817449	100381448	Electrician
Hilltop Asbestos Abatement	1077927	1000842846	Laborer
Marina Landscaping	492862	1000000079	Laborers / Operators / Pipefitter

I certify that the information set forth above is correct and that I am authorized to provide this information on behalf of the contractor named in the first line above.



 (Signature)

2/20/2025

 Date

Alan Sau

 (Printed Name)

DEBARMENT CERTIFICATION

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

By submitting its bid, Bidder certifies, in accordance with California Public Contract Code section 6109, that neither the Bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7. In accordance with California Public Contract Code section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a subcontractor on public works projects.

CONTRACTOR OFF-ROAD REGULATION ASSURANCES

The Agency requires that all work done on its property or otherwise on behalf of the Agency is performed in accordance with the State’s environmental health and safety laws, codes and regulations. To this end, please check the appropriate boxes and provide information as required below related to compliance with California Air Resources Board (CARB) Off-Road Diesel-Fueled Fleets Regulations. The Agency will not approve this Contract until this form has been completed. This form must be updated annually or anytime changes occur. Contractor agrees to provide the Agency with any documents referenced below within one business day of the request. Information on these Regulations is available here: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

Contractor Name: Foundry Construction, Inc.

In the performance of this contract, does Contractor propose to use vehicles subject to 13 CCR 2449, the In-Use Off-Road Diesel-Fueled Fleets Regulation? YES NO

If the answer in above is **NO**, Contractor does not need to check any boxes for items 1, 2, and 3 below and no further information is required.

If the answer above is **YES**:

- A. Contractor must check YES or N/A, as applicable, for items 1, 2, and 3 below.
- B. If no exemption from these Regulation requirements applies, Contractor must provide to the Agency: (1) a valid Certificate of Reported Compliance for its fleet, and (2) valid Certificates of Reported Compliance for fleets of any subcontractors.
- C. If an exemption from these Regulation requirements does apply, Contractor must provide the Agency with detailed documentation identifying the exemption and supporting the applicability of the exemption.
- D. If Contractor asserts that the emergency operations exemption applies, Contractor must provide: (1) a description of the emergency, (2) the address or description of the specific location where Contractor performed work to address the emergency, (3) the dates on which the emergency work was performed, and (4) an attestation by the Contractor that the vehicles operated on the project were only used to carry out emergency work.

Please respond YES or N/A for each item below.	<u>YES</u>	<u>N/A</u>	
1. Contractor has provided the Agency with a copy of a valid Certificate of Reported Compliance for Contractor’s own fleet.	<input type="checkbox"/>	<input type="checkbox"/>	(check N/A if exemption applies)
2. Contractor has provided the Agency with a copy of a valid Certificate of Reported Compliance for any subcontractors’ fleet.	<input type="checkbox"/>	<input type="checkbox"/>	(check N/A if exemption applies or there are no subcontractors)
3. Contractor has provided the Agency with documentation supporting a claimed exemption to the Off-Road Regulation.	<input type="checkbox"/>	<input type="checkbox"/>	(check N/A if no exemption applies)

SCHEDULE OF BID PRICES
RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Bid item	Description	Quantity		Unit price	Amount
1	Mobilization, including tree protection & fencing, construction fencing, modifying irrigation system, salvaging utilities, and 3% maximum of subtotal for general conditions	1	LS	\$ 304,102	\$ 304,102
2	Temporary stormwater, pollution and erosion control, including erosion control fiber roll and stabilized construction surface	1	LS	\$ 4,500	\$ 4,500
3	Demolition, clearing and grubbing, including existing restroom building, pavement, curbs, accessible parking elements, and trees	1	LS	\$ 68,950	\$ 68,950
4	Earthwork, including rough and fine grading, export and import of fill soil or topsoil	1	LS	\$ 65,000	\$ 65,000
5	Utilities modifications for new building, including sanitary sewer, coordination with PG&E, permit fees, potable water and electrical items	1	LS	\$ 82,880	\$ 82,880
6	Restroom building, including concrete foundation and utilities	1	LS	\$ 415,201	\$ 415,201
7	Concrete paving	1,000	SF	\$ 27	\$ 27,000
8	Concrete steps	1	LS	\$ 4,700	\$ 4,700
9	Concrete ramp	150	SF	\$ 30	\$ 4,500
10	Concrete band	65	LF	\$ 80	\$ 5,200
11	Concrete curb at parking lot	33	LF	\$ 150	\$ 4,950
12	Concrete curb at playground	13	LF	\$ 250	\$ 3,250
13	Concrete curb ramp, including detectable warning surface	1	LS	\$ 13,000	\$ 13,000
14	Asphalt paving, at pathway	1,275	SF	\$ 10	\$ 12,750
15	Asphalt paving at accessible parking	630	SF	\$ 20	\$ 12,600
16	Asphalt overlay	75	SF	\$ 30	\$ 2,250
17	Wood header at asphalt paving	120	LF	\$ 40	\$ 4,800
18	Striping and pavement markings	1	LS	\$ 2,500	\$ 2,500

19	Metal bollards, removable	4	EA	\$ 2,500	\$ 10,000
20	Metal handrail at steps	16	LF	\$ 190	\$ 3,040
21	Metal handrail at ramp	37	LF	\$ 190	\$ 7,030
22	Re-grade and renovate existing gravel paving	1	LS	\$ 3,000	\$ 3,000
23	Accessible parking signs	2	EA	\$ 1,500	\$ 3,000
24	Irrigation	1	LS	\$ 36,000	\$ 36,000
25	Soil preparation	1,570	SF	\$ 2.50	\$ 3,925
26	Tree, 24" box size	5	EA	\$ 870	\$ 4,350
27	Shrub, 5 gallon size	42	EA	\$ 75	\$ 3,150
28	Shrub, 1 gallon size	77	EA	\$ 33	\$ 2,541
28	Mulch	2,400	SF	\$ 2.80	\$ 6,720
29	Trench for electrical work	1	LS	\$ 4,000	\$ 4,000
30	Maintenance	60	DAY	\$ 65	\$ 3,900
TOTAL BID				\$ 1,128,789	

CONDITIONS FOR SCHEDULE OF BID PRICES

In case of discrepancy between prices and totals, the unit prices will prevail.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the right is reserved to the District to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount of money set forth for each item of work or as the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

Bidder acknowledges receipt of the following addenda: _____

_____.

Bidder has reflected any changes in the addenda in this Proposal.

NON-COLLUSION AFFIDAVIT (Public Contract Code sec. 7106)

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

To be Executed by Bidder and Submitted with Bid

State of California
County of Alameda

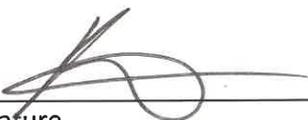
The undersigned declares:

I am the President [title] of Foundry Construction, Inc. [bidding entity], 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 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 collusive 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 they have 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 02/20/2025 [date], at Oakland [city], California [state].



Signature
Alan Sau

Name
President, Foundry Construction, Inc.

Title and Company

DESIGNATION OF SUBCONTRACTORS

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The undersigned is required to fill in the following blanks in accordance with the provisions of California Public Contract Code section 4104.

Sub-Contractor Name	License Number	DIR Registration Number	Location of the Place of Business	Specific Description of Subcontract Work	\$ Amount of the Sub-Contractor Work
Hilltop Asbestos	1077927	1008428463	Richmond	Abatement	\$6,200
Nelson Construction	601031	1000024827	Santa Rosa	Demo, Site Work, Concrete	\$284,000
Atlas Fence	948624	1000964567	Citrus Heights	Handrails	\$10,000
Diablo Roofing	1069338	100712175	Oakland	Roofing	\$25,632
Marina Mechanical	416198	1000000582	Livermore	Plumbing	\$49,800
TEPS	817449	100381448	Concord	Electrical	\$21,080
Marina Landscape	492862	100000079	Orange	Landscaping	\$70,000

Subcontractors listed herein must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. The undersigned agrees to furnish proof that all contractors and subcontractors performing any work related to this improvement are complying with all the requirements of Social Security Legislation, both State and Federal, and also agrees to conform with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

CONTRACTOR LICENSE INFORMATION

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The bidder acknowledges that the appropriate license is required for performance of this Work.

The bidder holds the following California Contractors License(s):

1. License No. 1089831, Class A, Expiration Date 4/30/2026
2. License No. 1089831, Class B, Expiration Date 4/30/2026
3. License No. _____, Class _____, Expiration Date _____
4. License No. _____, Class _____, Expiration Date _____
5. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No.

87-3087111

**BIDDER'S RESPONSIBILITY STATEMENT
RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT**

1. SCOPE OF THIS STATEMENT

To allow the District to evaluate the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. The District shall consider the information contained in this Statement as personal and proprietary to the Bidder, and the District shall use the information for the sole purpose of determining the Bidder's responsibility. Unless otherwise compelled by a court order, the District shall not consider this Statement to be a public record; provided, however, that the Bidder shall indemnify, defend, and hold the District harmless from any claim or litigation related to the District's classification of this document as exempt from disclosure under the Public Records Act. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 7, below.

2. EXPERIENCE

- a. How many years has the Bidder been performing work as a contractor under the present business name for construction of restroom buildings, construction of ADA improvements, installation of irrigation and landscaping in a public park setting?

Four years.

- b. Prospective bidders shall demonstrate a minimum of 5 years of experience in constructing projects of a similar size and nature.
- c. If any of the experience listed in this document refers to work performed under a different name, list the different business names, and describe the relationship to the present business name on a separate page (list the additional pages in Section 7 below).

3. COMPLETED WORK / REFERENCES

Provide the requested information set forth below for at least three (3) most recent projects of similar size and scope completed during the past five (5) years.

- a. Project Name: Willow Pass Park Fitness Renovation Project

Project Description: Convert playground to fitness park. Scope included site demo, new asphalt, sport court surfacing, new playground equipment & fencing

Contract Amount: \$194,000.00

Date Completed: 10/31/2023

Contact Person: Kevin Wheat

Contact Person's Phone: 925.768.8577

b. Project Name: Novato Charter School Fencing & Restroom Modications

Project Description: Installation of new perimeter fence and gates, new concrete ramp / sidewalk, underground utilities, etc.

Contract Amount: \$494,400.00

Date Completed: 2/28/2025

Contact Person: Kristi Janowski

Contact Person's Phone: 707.407.7117

c. Project Name: Muirwood Community Park Courts Resurfacing

Project Description: Re-surfacing and conversion of an existing tennis court into new pickle ball courts. Scope include installation of playground equipment and benches

Contract Amount: \$450,000.00

Date Completed: 10/31/2022

Contact Person: Matt Gruber

Contact Person's Phone: 925.931.5672

4. CLAIMS HISTORY

a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? No

b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? No

c. If you answered "yes" to subsections 4.a. or 4.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: _____

Claim Amount: _____

Other Party Contact: _____

Name and Phone: _____

Describe the claim(s) on a separate sheet (see Section 8, below).

5. CONTRACT TERMINATION

Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five (5) years? No _____. If yes, provide an explanation below:

Project Name: _____

Agency/Client Contact

Name and Phone: _____

Date of Termination/Rejection: _____

Explanation: _____

If more than one (1), describe on additional sheet (see Section 7 below).

6. COMPLETION BY SURETY

Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? No _____. If yes, provide an explanation below:

Project Name: _____

Surety Contact

Name and Phone: _____

Date of Surety Took Over: _____

Explanation: _____

If more than one (1), describe on additional sheet (see Section 7, below).

7. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents to accurately respond to the Bidding Requirements.

_____ (List Pages)

8. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles, and signatures.

BIDDER:



Signature(s)

DATE: 2/28/2025

Alan Sau, President

(Name and Title of Signatories)

Foundry Construction, Inc.

(Legal Name of Bidder)

66 Franklin Street, Suite 300 Oakland, CA 94607

(Address)

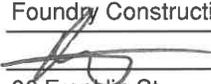
510.703.1256

(Phone Number)

BIDDER'S SIGNATURE PAGE

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The undersigned hereby declares that the cost of all necessary items for completion of this project are included in the unit prices quoted, all incidentals have been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plans. The undersigned is likewise aware of the fact that distances, quantities, and other estimated figures appearing on the plans or mentioned in the specifications or on the Proposal are only approximate and declares that the unit prices shown above for the various items of work are based on distances and quantities calculated as the result of actual measures performed at the site project.

Respectfully Submitted, Date: 2/20/2025
Firm Name: Foundry Construction, Inc.
Signature: 
Address: 66 Franklin St,
Suite 300,
Oakland, CA 94607
Business Phone: 510.703.1256

Contractor's License No. 1089831 Class A,B Expiration Date: 4/30/2026
Bidder is a* Corporation If a partnership, names of partners. If a corporation, names of President or Vice President, and the Secretary or Asst. Secretary.

Name	Address
<u>Alan Sau</u>	<u>66 Franklin Street, Suite 300 Oakland, CA 94607</u>
<u>Nate Carlin</u>	<u>66 Franklin Street, Suite 300 Oakland, CA 94607</u>

I (we) hereby state and declare, under the penalty of perjury under the laws of California, that the representatives made herein are true and correct.

Executed 2/20/2025 at California California.
Date Location

* By:  * By: _____
Title: Alan Sau, President Title: Nate Carlin, Vice President

*Please state whether the bidder is an individual, a partnership, a corporation, or an individual doing business under a fictitious name. If the bidder is a corporation, affix corporate seal.

NOTE: Contractor signatures must be notarized. Attach appropriate notary acknowledgements.

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 Alameda)

On 20Feb2025 before me, Lily Yu, Notary Public
(insert name and title of the officer)

personally appeared Nathan Carlin,
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.

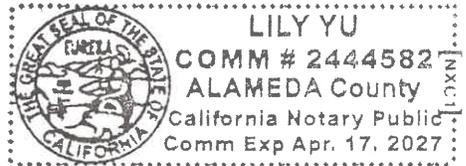
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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 Alameda)

On 20Feb2025 before me, Lily Yu, Notary Public
(insert name and title of the officer)

personally appeared Alan Sau,
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)



**BIDDER'S BOND
RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT**

KNOW ALL BY THESE PRESENTS: That
Foundry Construction, Inc.

As Principal (herein called "Principal") and
Merchants Bonding Company (Mutual)

As Surety (herein called "Surety")

are held and firmly bound unto the Pleasant Hill Recreation and Park District, a California Special District (herein called "Obligee"), in just and full sum of ^{ten percent} ~~of amount bid~~ (\$ 10%-----) lawful money of the United States of America, (said sum being equal to 10% of the estimated total amount of the bid) of Principal for the herein described work of improvement, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

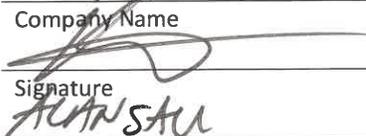
WHEREAS, Principal who is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice Inviting Bids, Proposal, Plans, Specifications, and Standard Contractual Requirements of Obligee therefore.

NOW, THEREFORE, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time required by the Standard Contractual Requirements, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or the bid requirements, whether made after notice or note, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and Sealed this 10th day of February 2025.

Contractor as Principal	Surety
(Corp. Seal)	(Corp. Seal)
<u>Foundry Construction, Inc.</u>	<u>Merchants Bonding Company (Mutual)</u>
Company Name	Company Name
	
Signature	Signature
<u>Alan Sali</u>	<u>Elizabeth Collodi</u>
Print Name	Print Name
<u>President</u>	<u>Attorney-in-Fact</u>
Title	Title
<u>66 Franklin Street, Suite 300</u>	<u>6700 Westown Parkway</u>
Street Address	Street Address
<u>Oakland, CA 94607</u>	<u>West Des Moines, IA 50266</u>
District, State, Zip Code	District, State, Zip Code

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

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 Butte

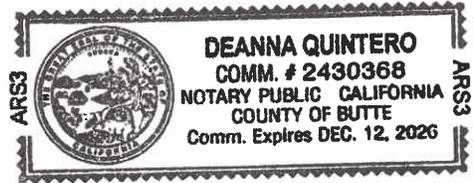
On February 10, 2025 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
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 *Deanna Quintero* (Seal)



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp; Brad Espinosa; Breanna Boatright; Cassandra Medina; Deanna Quintero; Elizabeth Collodi; Jason March; Jennifer Lakmann; John Hopkins; John Weber; Kathleen Le; Matthew Foster; Mindy Whitehouse; Pam Sey; Paula Senna; Phillip Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

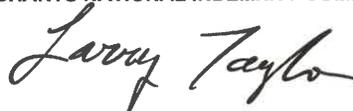
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

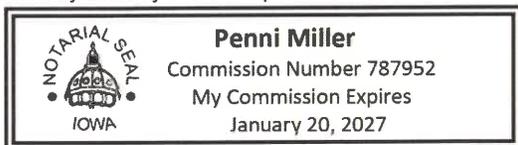


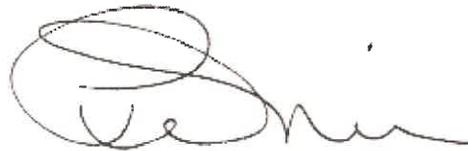
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

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

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of February, 2025.




Secretary