

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Town of Fairfax, 142 Bolinas Rd., Fairfax, California 94930, until **2 p.m. on Tuesday, October 29, 2024.**

NAME OF BIDDER: LEAU CO. DBA Castillon Company

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

PARK ROAD STORM DRAINAGE AND ROADWAY REHABILITATION IMPROVEMENT PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1 10/16/24 Addenda No. 2 10/24/24

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

A. BID SCHEDULE`

BASE BID ITEMS						
ITEM	DESCRIPTION	QTY.	UNIT	SPEC	UNIT COST	AMOUNT

100	GENERAL CONDITIONS					
101	Mobilization/ Demobilization	1	LS	10.1	101,000.00	101,000.00
102	Traffic Management	1	LS	10.3	54,000.00 44,000.00	54,000.00 44,000.00
103	Water Pollution Control	1	LS	10.5	9,500.00	9,500.00
104	Construction Layout	1	LS	10.6	14,500.00	14,500.00
105	Pothole	26	EA	10.9	575.00	14,950.00
200	DEMOLITION					
201	Clearing & Grubbing	1	LS	10.11	10,000.00	10,000.00
202	Remove Asphalt Pavement	6,100	SF	10.12	6.00	36,600.00
203	Remove Concrete Pavement	3,760	SF	10.12	5.00	18,800.00
204	Remove Concrete Curb and Gutter	860	LF	10.12	8.00	6,880.00
205	Remove Traffic Stripes, Pavement Markings and Markers	1	LS	10.12	5,000.00	5,000.00
206	Remove Sign and Post	10	EA	10.12	300.00	3,000.00
207	Remove and Reset Bollard	1	EA	10.12	2,500.00	2,500.00
208	Remove, Salvage, and Reset Wooden Fence	80	LF	10.12	168.00	13,440.00
209	Remove, Salvage, and Reset Chain Link Fence	69	LF	10.12	138.00	9,522.00
210	Remove Tree Cluster	1	EA	10.12	2,000.00	2,000.00
211	Remove Storm Drain Pipe	1	LS	10.12	3,000.00	3,000.00
212	Asphalt Milling	3,000	SY	10.13	11.00	33,000.00
300	SITE IMPROVEMENTS					
301	Concrete Flatwork (Non-Traffic Rated)	4,465	SF	10.16	29.00	129,485.00
302	Concrete Flatwork (Traffic Rated)	600	SF	10.16	29.00	17,400.00
303	Concrete Curb Ramp	395	SF	10.16	82.00	32,390.00
304	Concrete Curb (UCS Type "E")	31	LF	10.16	145.00	4,495.00
305	Curb and Gutter (24-inch)	680	LF	10.16	120.00	81,600.00
ITEM	DESCRIPTION	QTY.	UNIT	SPEC	UNIT COST	AMOUNT
306	Curb and Gutter (30-inch) CHANGED PER ADDENDUM 2 <i>ccostall</i>	157.00 22060	LF	10.16	159.00	24,963.
307	HMA Pavement Overlay	370	TONS	10.17	254.00	93,980.

308	HMA AC Plug	120	TONS	10.17	341.00	40,920.00
309	HMA Digout	2,500	SF	10.17	17.00	42,500.00
310	Class II AB	190	TONS	10.15	84.00	15,960.00
311	Salvage and Reset Landscape Rock	125	SF	10.18	20.00	2,500.00
312	Landscape Mulch	24	CY	10.19	292.00	7,008.00
312	Landscape Grass	730	SF	10.19	18.00	13,140.00
400	UTILITY IMPROVEMENTS					
401	Adjust Gas Valve Cover to Grade (Revocable)	4	EA	10.20	875.00	3,500.00
402	Adjust Water Valve Cover to Grade (Revocable)	7	EA	10.20	875.00	6,125.00
403	Adjust Water Meter Box to Grade (Revocable)	4	EA	10.20	875.00	3,500.00
404	Adjust Electric Box to Grade (Revocable)	1	EA	10.20	1,000.00	1,000.00
405	Adjust Lighting Box to Grade (Revocable)	1	EA	10.20	1,000.00	1,000.00
406	Adjust Sanitary Sewer Cleanout to Grade	3	EA	10.20	875.00	2,625.00
407	Adjust SSMH Frame & Cover to Grade (Revocable)	7	EA	10.20	875.00	6,125.00
408	Lower Gas Lateral (Revocable)	4	EA	10.20	1,000.00	4,000.00
409	Lower Water Line (Revocable)	10	EA	10.20	2,000.00	20,000.00
410	6" Storm Drain - Under Gutter	44	LF	10.21	340.00	14,960.00
411	12" Storm Drain - Shallow Trench	20	LF	10.21	1,765.00	35,300.00
412	12" Storm Drain - UCS #330 Trench	14	LF	10.21	1,765.00	24,710.00
413	15" Storm Drain - Shallow Trench	11	LF	10.21	1,225.00	13,475.00
414	18" Storm Drain - UCS #330 Trench	20	LF	10.21	1,000.00	20,000.00
415	24" Storm Drain - Shallow Trench	620	LF	10.21	612.00	379,440.00
416	Manhole (Type B) UCS #210	1	EA	10.22	20,000.00	20,000.00
417	Catch Basin (Type F) UCS #250	3	EA	10.22	15,000.00	45,000.00
ITEM	DESCRIPTION	QTY.	UNIT	SPEC	UNIT COST	AMOUNT
418	Gallery Inlet UCS #255	1	EA	10.22	6,500.00	6,500.00
419	Drop Inlet/Turning Structure UCS #260	2	EA	10.22	13,500.00	27,000.00

420	Grated Drop Inlet UCS #265	2	EA	10.22	11,000.00	22,000.00
421	Cobblestone Energy Dissipater	1	TN	10.23	2,000.00	2,000.00
422	Bioretention Facility	126	SF	10.24	64.00	8,064.00
423	Shoring and Excavation Safety	1	LS	10.25	28,000.00	28,000.00
424	Large Trash Capture Device	1	LS	10.25	182,000.00	182,000.00
425	Conflict Structure (Revocable)	10	EA	10.22	600.00	6,000.00
426	Sidewalk Underdrain UCS #145	2	EA	10.24	2,250.00	4,500.00
500	STRIPING & SIGNAGE					
501	Blue Curb Paint	24	LF	10.27	4.00	96.00
502	Red Curb Paint	957	LF	10.27	4.00	3,828.00
503	4" White Stripe	40	LF	10.28	7.00	280.00
504	4" Blue Stripe	40	LF	10.28	7.00	280.00
505	Bike Lane Symbol with Arrow and Green Thermoplastic	10	EA	10.28	1,200.00 12,000.00	12,000.00
506	White Ladder Crosswalk (24-inch)	177	SF	10.28	23.00	4,071.00
507	12" White Limit Line	57	SF	10.28	11.00	627.00
508	Pavement Marking "STOP"	154	SF	10.28	15.00	2,310.00
509	Pavement Marking ADA Stencil	9	SF	10.28	70.00	630.00
510	Relocate Roadside Sign on New Post	10	EA	10.26	800.00	8,000.00
511	New Roadside Sign and Post	1	EA	10.26	300.00	300.00
Total Base Bid Construction Cost:					11,763,279.00	

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or

uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the Town will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Town makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

TOTAL BASE BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR PARK ROAD STORM DRAINAGE AND ROADWAY REHABILITATION IMPROVEMENT PROJECT	
\$ <u>1,763,279.00</u>	Total Base Bid Price in Numbers
\$ <u>One Million Seven Hundred Sixty-THREE thousand two hundred seventy-nine Dollars</u>	Total Base Bid Price in Written Form
In case of discrepancy between the written price and the numerical price, the written price shall prevail.	

The undersigned agrees that this Bid Form constitutes a firm offer to the Town which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the Town and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the Town provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the Town, after which the Town will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Marin County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the Town's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. SEE BID BOND from the _____ Bank in the amount of 10% OF TAB, which is not less than ten percent (10%) of this bid, payable to Town of Fairfax as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Town of Fairfax.

Bidder is an individual _____, or corporation ✓, or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

#1105257 class (A) exp 5/31/25

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the Town provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the Town, the Town may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at San Leandro, on this 29 day of October, 24.

(Bidders Name – Print or Type)

Eric Castillon President

(Name and Title)

Eric Castillon

(Signature)

(Corporate Seal)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Eric Castillon Title President, Secretary, treasurer

Complete Address 9651 C. ST Oakland CA, 94603

Phone (510) 833-0121 FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, CEAU CO. DBA Castillon Company, as Principal, and The Ohio Casualty Insurance Company, as Surety and are held and firmly bound unto the Town of Fairfax, hereinafter called the Town, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Town for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated OCTOBER 29, 20 24, for **PARK ROAD STORM DRAINAGE AND ROADWAY REHABILITATION PROJECT**.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Town as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Town and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Town in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 9th day of October, 2024, the name and corporate seal of each corporation.

(Corporate Seal)

CEAU CO. DBA Castillon Company
Contractor/ Principal
By [Signature]
Title PRESIDENT

(Corporate Seal)

The Ohio Casualty Insurance Company
Surety

By [Signature]
Brad Bahl, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

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CALIFORNIA 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.

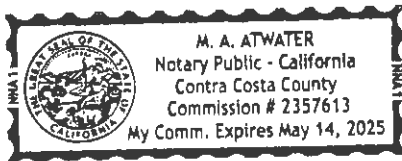
State of California

County of Contra Costa }

On October 9th, 2024 before me, M.A. Atwater, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brad Bahl
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 M.A. Atwater
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

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: _____

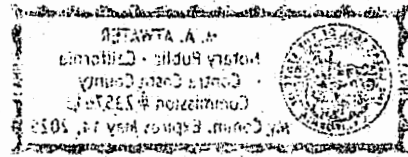
CHIEF OF POLICE

TO THE CHIEF OF POLICE, CITY OF LOS ANGELES, CALIFORNIA
FROM THE CHIEF OF POLICE, CITY OF LOS ANGELES, CALIFORNIA
SUBJECT: [Illegible]

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CALIFORNIA ACKNOWLEDGMENT

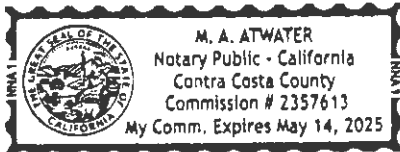
CIVIL CODE § 1189

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 Contra Costa }On October 29th, 2024 before me, M.A. Atwater, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Eric Castillon
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.



Place Notary Seal and/or Stamp Above

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 M.A. Atwater
Signature of Notary Public**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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8206758-971892**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brad Bahl;
Dennis A. Sewell; Gordon J. Fischer; Sam Totah

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of November, 2021.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of October, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Concrete	RK Engineering	San Francisco, CA	1027703		
Asphalt concrete	RNR Paving Inc	Hayward, CA	985669	200000 1958	
concrete	Ricardo Marron Construction	San Francisco, CA	1115915	200000 1958	14%
Paving	APena Engineering	San Leandro, CA	1107815	100111 2472	12%

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
STRIPING	SIERRA TRAFFIC MARKINGS, INC	ROSEVILLE CA	755317	1000002783 1000002783	2.5%

(Attach additional sheets if necessary)

Name of Bidder CEAU CO. DBA Castillon Company

Signature 

Name and Title Eric Castillon President

Dated 10/29/24

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: CEAU CO. DBA Castillon Company
- 2.0 Type, if Entity: CORPORATION
- 3.0 Bidder Address: 9651 C street Oakland
CA, 94603
(510) 833-0121
Facsimile Number Telephone Number
ceaucompany@gmail.com
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
2 years
- 5.0 How many years has Bidder's organization been in business under its present name?
2 months
- 5.1 Under what other or former names has Bidder's organization operated?
CEAU CO.
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 2/1/2023
- 6.2 State of Incorporation: California
- 6.3 President's Name: Eric castillon
- 6.4 Vice-President's Name(s): Eric castillon
- 6.5 Secretary's Name: Eric castillon
- 6.6 Treasurer's Name: Eric castillon

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Demolition, cite utilities, excavation,
restoration, concrete and paving.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

13.0 List Trade References:

LABORES + OPERATORS

GSW CONSTRUCTION - JEFF WARD 510 772 1250

JMB CONSTRUCTION - JOHN HAUGHEY 650 8269447

14.0 List Bank References (Bank and Branch Address):

U.S Bank

1585 E 14th St

San Leandro, CA 94577

15.0 Name of Bonding Company and Name and Address of Agent:

RC Fischer & Co.

1777 Botelho Drive Walnut Creek, CA

Amy Heckendorn Gregory

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ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

[illegible]

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
PEWITT PLAYGROUND	DEMO + ASPHALT	SEPTEMBER 2024	25,000.00
CARY AVE TCD	DEMOLITION, SEWER CONCRETE, PAVING	OCTOBER 2024	390,000.00
SHANNON ELEMENTARY	FOOTING EXCAVATION	AUGUST 2024	12,000.00
ALEXANDER PARK SEWER PROJECT	SEWER, ASPHALT, MH'S, MINOR CONCRETE	July 2024	325,000.00

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Eric Castillon 100% Project
Manager

2. Summarize each person's specialized education:

construction Management

3. List each person's years of construction experience relevant to the project:

12 years

4. Summarize such experience:

SEE RESUME ATTACHED

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the Town.

Changes Occuring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

NA see attached resume

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder CEAU CO. DBA Castillon Company

Signature 

Name Eric castillon

Title President

Date 10/29/24

1.5 Non-Collusion Declaration

The undersigned declares:

I am the President of CEAU CO. DBA Castillon ^{company.}, 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 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 10/29/24 [date], at San Leandro [city], California [state].

Name of Bidder CEAU CO. DBA Castillon Company

Signature [Signature]

Name Eric Castillon

Title President

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The Town has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Town will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: Eric Castillon

Printed Name: Eric Castillon

Title: President

Firm Name: CEAU CO. DBA Castillon Company

Date: 10/29/24

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: CEAU CO. DBA Castillon Company

DIR Registration Number: 1001091352

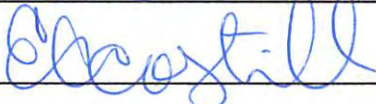
DIR Registration Expiration: 6/30/25

Small Project Exemption: _____ Yes or ☒ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder CEAU CO. DBA Castillon Company

Signature 

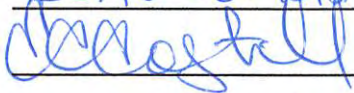
Name and Title Eric Castillon, President

Dated 10/29/24

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Name of Bidder CEAU CO. DBA Castillon Company
Signature 
Name Eric Castillon
Title President
Dated 10/29/24

ADDENDUM NO. 1
October 16, 2024

Project: **Park Road Rehabilitation Project**
 Sausalito, California
 Don Olsen Architects

From: Loren Umbertis
 Division Manager, Public Works
 Sausalito, CA 94965

This Addendum forms a part of the Contract Documents and modifies the original bidding documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

CHANGES TO CONDITIONS OF THE CONTRACT

1. Issuance of the Notice to Proceed is expected no earlier than September 1, 2025 due to water line replacement in Park Road by MMWD. Bids shall be valid for a period until September 1, 2025 after the Bid opening date and until Work commences, unless substantial changes to market occur.

CHANGES TO SPECIFICATIONS

2. The attached Special Provisions shall be incorporated with the contract documents as part of the project specifications.

QUESTIONS FROM CONTRACTORS AND RESPONSES

3. **Q: There is a bid item for lower existing gas laterals, #408. This work should be completed by the owner, PG&E. This work may require gas shut offs, cutting, and adding additional lengths of pipe due to lowering. Is PG&E aware that these lowering may need to take place? Plans are being reviewed by PG&E. The Town is requesting PG&E to relocate their facilities as necessary for the storm drain improvements. If PG&E does not lower gas facilities, then the conflict structure may be utilized as approved by the Engineer.**
4. **Q: I'm trying to find the Technical Specifications for your Park Rd project. A: See response in Item 2.**
5. **Q: I'm looking for the section that will describe each bid item of work, what is included and how it gets paid. A. Payment clauses are included within the special provisions for each bid item.**
6. **Q: On the demolition plan sheets there are two legends which are shaded to show the locations of Asphalt and Concrete removal. Is the**

concrete and asphalt removal shown paid under the respective items 202 Remove Asphalt Pavement and 203 Remove Concrete Pavement?

A: Correct

7. **Q: The same two shaded legends for asphalt removal indicate the placement of an 8" asphalt plug. Is this asphalt plug paid under bid item 308 HMA AC Plug? A:** Correct
8. **Q: Keynote 8 on plan sheet C2.1 says to salvage existing plaque and boulder and return to town. How does this item of work get paid? A:** The boulder with the plaque will be relocated as indicated below. The cost for the curb removal is included in bid item 204. The cost to relocate the boulder shall be included in the various bid items.



9. **Q: Is temporary fencing required at the locations of fence removal/salvage and reinstall? A:** Yes, temporary fencing shall be required immediately following fence removal as noted in Section 10.4 Preservation of Property and Section 10.12 Demolition
10. **Q: Regarding the construction of Conflict Structure, please confirm PG&E will allow the contractor to install a welded steel sleeve around the existing high pressure gas line. For bidding purposes, what is the diameter of the welded steel sleeves required? A:** Plans are being reviewed by PG&E. The Town is requesting PG&E to relocate their facilities as necessary for the storm drain improvements. If PG&E does not lower gas facilities, then the conflict structure may be utilized as approved by the Engineer. Contractor shall assume for bidding purposes, the use of a 4" diameter welded steel pipe for use in conflict structures associated with gas lines.
11. **Q: Bid item 409 Water Line Lowering (revocable), for bidding purposes what size and type of water line will be lowered? A:** MMWD will be lower water sizes prior to this project. For bidding purposes, the water main sizes are 6" and 8". The water lateral sizes vary from ¾" to 2".

ADDENDUM No. 2
Page 4
October 16, 2024

END OF ADDENDUM NO. 2

DeCastill, PRESIDENT 10/29/2024

ADDENDUM NO. 2
October 24, 2024

Project: **Park Road Rehabilitation Project**
Fairfax, California
CSW|ST2 Engineering

From: Loren Umbertis
Division Manager, Public Works
Sausalito, CA 94965

This Addendum forms a part of the Contract Documents and modifies the original bidding documents as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.


CHANGES TO BID SCHEDULE

1. Revise Bid Item #306 Curb and Gutter (30-inch) quantity to be 157 LF.

QUESTIONS FROM CONTRACTORS AND RESPONSES

1. **Q: How do we bid items # 408 & 409, gas lateral and water line lowering, if this work is going to be done by others prior to scheduled start of project?**
Theses bid items are revocable. Bid items noted as "revocable items" may be deleted entirely or in part from the Work at the option of the Town. The provisions of Section 9-1.06B, "Increases of More Than 25 Percent", and Section 9-1.06C, "Decreases of More Than 25 Percent", of the Standard Specifications shall not apply to such omission, and no compensation will be allowed the Contractor by reason of such omission.

END OF ADDENDUM NO. 2

 PRESIDENT

10/29/2024

Eric Castillon**President****CEAU Co.****02/23-Present**

- Responsibilities include, estimating, project management, payroll, accounting, accounts payable, accounts receivable, hiring and any activity relating to the company operations.

Project Manager/Estimator/Field Supervisor**ECAST Engineering Inc.****10/18-06/22**

- Founded ECAST Engineering Inc. and assists the company in all day-to-day activities including estimating, project management, and field supervision. Duties include submittals, RFI's, USA tickets, scheduling, layout, directing crews, overseeing project for potential conflicts or safety hazards, coordinating, and overseeing subcontractors.
- Construction experienced in sewer, water, and storm drain systems. Including pipe materials such as Fused HDPE, PVC C900, corrugated HDPE, PVC SDR 35, PVC SDR 26 pipe, ductile iron pipe, and cast-iron pipe.

List of key projects that were bid, managed, and supervised:

- McDonald Ranch Water Line Replacement-\$152,000-Mid Peninsula Regional Open Space
- Nona Ave Sewer Re-routing Project-\$96,000-City of Watsonville
- Water Distribution Upgrade Phase II-\$56,000-California Fairs Financing Authority
- 2018-2019 Sewer Improvement Project-\$158,000-Tamalpais Community Services
- Grade Trail and Install Water Line-\$260,000-Eastbay Regional Parks District
- Atherton Cooke Sewer Project-\$430,000-Crockett Community Service District
- Krusi Park Site Work and Utilities-\$198,000-City of Alameda
- UCSC Stevenson Lower Quad Utility Upgrade-\$369,000-University of California, Santa Cruz
- DW Infrastructure Site Utilities-\$348,000-Eastside Union High School District
- Sanitary Sewer Locations Repair Project-\$167,000.00-City of Watsonville
- Farrelly Pool Replacement-\$512,000-City of San Leandro
- Lakeside Force Main Replacement-\$979,000-West County Wastewater district

Assistant Project Manager**Ranger Pipelines Inc.****08/16-10/18**

- Belle Haven Sewer Project Phase II- \$5,300,000 contract. Work consisted of replacing sewer main by open trench, pipe bursting, connecting sewer laterals, replacing sewer manholes. Was responsible for managing sub-contractors, keeping USA marks visible and tickets up to date, submitting RFI's, processing submittals, change orders and progress payment, purchase orders, material orders, scheduling and tracking project.
- 2017/2018 Gravity Sewer Improvement Project- \$9,700,000 contract. Work consisted of replacing sewer main by open trench, pipe bursting, connecting sewer laterals, replacing sewer manholes, performing CCTV work, and spot repairs on sewer main. Was responsible for managing sub-contractors, keeping USA marks visible and tickets up to date, submitting RFI's, processing submittals, change orders and progress payment, purchase orders, material orders, scheduling and tracking project.

Take Off Engineer**Robert A. Bothman****01/2016-08/16**

- Reviewed drawing and specifications for projects that were up for bid. Submitted RFI's to owners prior to bid opening for contractor advantage. Performed quantity take off on material including dirt, concrete, asphalt, rebar, pipe, fittings and other miscellaneous items to complete a project. Solicited quotes from subcontractors and suppliers. Reviewed quotes and scope of work letters.