

Final Bond Premium Based On Final Contract Price

Duplicate Original

Bond No. Initial Premium: 100831116 \$600.00 annually

California Public Works Performance Bond

KNOW ALL MEN BY	THESE PRESENTS	:			
That we,		Marine Noe Es			as
Principal, and		ntractors Indemnity Comp			
existing under the lav	vs of the State of	Califo		_, as Surety, are held firmly bou	nd
unto		Frazier Park Utility	District	1	
Obligee, in the	sum of		y-Thousand & 00/100		
				he "Penal Sum"), for the payme	nt
whereof we hereby b	ind ourselves and our	successors and as	signs.		
"Agreement"), wheret		install and complete	e certain designa	ted public improvements describe	he ed
	lainline Extension from Exis			t of 3816 Kiwanis Trail	,
which agreement is h	ereby referred to and	made a part hereo	f; and		
of the agreement. NOW, THEREFORE, abide by and well and alteration thereof mad therein specified, and harmless Obligee as remain in full force and	, the condition of this diruly keep and performed as therein provided in all respects according therein stipulated, the diffect.	obligation is such the covenants, of the covenants, of the covenants, of the covenants, to be the covenants of the covenants	that if the Princip conditions and principal kept and performintent and mean mall become null	a bond for the faithful performant pal shall, in all things, stand to a rovisions in the Agreement and a med at the time and in the manning, and shall indemnify and sa and void; otherwise it shall be a	nd ny ner ve nd
Agreement or to the waffect its obligations o	ork to be performed th	nereunder or the spe es hereby waive not	ecifications accor ice of any such o	ation or addition to the terms of t mpanying the same shall in anywi change, extension of time, alterati	se
Signed, sealed and d	ated this 28th da	ay of Febr	uary , _	2024	
American Contr	actors Indemnity Company		Marin	e Noe Esau Guardado	
SURETY	2		CIPAL		
Eric J.	Fedors ,Attori	ney in Fact			

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 OFSACRAMENTO}
On Z/28/24 before me , KATY TAYLOR Notary Public, (here insert name)
personally appeared

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) 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(e) on the instrument the person(e), 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)
OPTIONAL INFORMATION
Description of Attached Document
Title or Type of Document: Number of Pages:
Document Date: Other:



Final Bond Premium Based On Final Contract Price Bond No.
Initial Premium:

100831116 Included in Performance Bond

California Public Works Labor & Material Bond

KNOW AL	L MEN	I BY THE	SE PRES	ENTS								
That we,				M	larine Noe E	Esau Guardado)				, а	s Principal,
and		America	n Contracto	ors Indemnit	y Company	Esau Guardado	, а	corporation	orgar	nized	and exi	sting under
the laws					California							bound unto
				Frazier	r Park Utility	District					, as	s Obligee,
				Thirty-Thou	sand & 00/1	100		Dol	lars (_		30,000.00	
lawful mor and our su	•			f America	(the "Pen	al Sum"), fo	r the _l	payment wh	ereof v	we he	reby bin	d ourselves
and our ou	000000	210 ana ao	oigno.									
						o an agree complete ce						
						on Pine Cany						s described
						hereof; and	ON DI	ve to for t Las	101 30 1	O INIVE	IIIIS ITAII	1
mion agre		10 1.0100)	101011001	o arra ma	ao a parti	ioroor, arra						
Civil Code or labor pe	of the rforme	State of C	alifornia, such claim	or amount nant, the S	ts due und Surety will	rs fail to pay der the Unen pay for the s reasonable	nployr same,	ment İnsurai in an amou	nce Co	de wi excee	th respe	ct to work Penal
	00 of t	he Civil Co	ode of the			s, companie so as to give						
Signed, se	aled a	nd dated t	his 28th	1 day c	of	February		,2024	-1			
Am	erican (Contractors	Indemnity (Company				Marine No	e Esau	Guard	ado	
SURETY						PRINCIPA	L					
1	7	2										
/	/ Eric	J. Fedors		,Attorney	in Fact							
		Cont.										

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 SACRAMENTO }
On ZZ8Z4 before me , KATY TAYLOR Notary Public, (here insert name)
personally appeared

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)
OPTIONAL INFORMATION
Description of Attached Document
Title or Type of Document: Number of Pages:
Document Date: Other:



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100831116 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00). This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted
Three million and 00/100 (\$3,000,000.00). This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted
by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.
"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power or attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."
The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.
IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18 th day of April, 2022.
AMERICAN CONTRACTORS INDEMNITY COMPANY
By: Adam S. Passin President
Adam S. Pessin, President
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 this 18 th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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. SONIA O. CARREJO Notary Public - California
Signature (seal) Los Angeles County Commission # 2398710 May Comm. Expires Apr 23, 2026
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of February , 2024 .
Bond No. 100831116 Agency No. 300941 Kio Lo, Assistant Secretary
Visit tmhcc.com/surety for more information CALIFORNIA HECSOZZPOAACIC07/2023



Fraud Warnings and Privacy Notice

Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN CALIFORNIA

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.



Fraud Warnings and Privacy Notice

APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTICE TO NEW YORK APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

FACTS

WHAT DOES TOKIO MARINE HCC DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information may include:

- Account and transaction information;
- Contact and demographic information;
- Financial information;
- Claims information; and
- Credit history.

F(0) //

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Tokio Marine HCC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Tokio Marine HCC share?	Can you limit this shaving?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

To limit our shaday

- Call (888) 688-0775 our menu will prompt you through your choice(s).
- Email us online: <u>privacypolicy@tmhcc.com</u>.

Please note:

When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Omestions

Call (888) 688-0775 or send us an email at privacypolicy@tmhcc.com.

Who is providing this notice?	Tokio Marine HCC is the trading name of HCC Insurance Holdings, Inc.
What we do How does Tokio Marine HCC protect my personal information?	To protect your personal information from unauthorized access and use, we maintain reasonable administrative, technical and physical safeguards designed to protect your personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.
How does Tokio Marine HCC collect my personal information?	 We collect your personal information, for example, when you: Sign up for and use our services, including when you choose to provide us with your information online or offline; Interact with our website and mobile applications; Obtain an insurance product from us through a broker, where we may collect personal information from your broker in order to prepayour quote and/or your insurance policy; and/or Submit an insurance claim, so we can properly handle your claim. We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	 Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes—information about your creditworthiness; affiliates from using your information to market to you; and sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include our family of companies, available at https://www.tokiomarinehd.com/en/company/about/group.html .
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include categories of companies such as insurance companies.