

**FULLY EXECUTED CONTRACT AND BONDS**

Spec No. WW25-11(E), Project No. P6031388

with Sam Hill & Sons, Inc.

Emergency Waterline Repairs Near Via Azalea

Contractors are required by law to be licensed and regulated by the contractors' state license board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, contractors' state license board, P.O. Box 26000, Sacramento, California 95826. Per B&P Code §7030(a)

## CONTRACT

PROJECT: Emergency Waterline Repairs near Via Azelea

SPECIFICATION NO.: WW25-11(E); PROJECT NO.: P6031388

The names and addresses of the parties to this contract, who shall be referred to as "Agency" and "Contractor" respectively, are as follows:

AGENCY: Ventura County Waterworks District No. 1  
800 South Victoria Avenue  
Ventura, CA 93009

CONTRACTOR: Sam Hill & Sons, Inc.  
P.O. Box 5670  
Ventura, CA 93005

The Agency and the Contractor mutually agree on October 10, 2024 as follows:

### 1. CONTRACT DOCUMENTS

This contract consists of the Contract Documents as defined in sub-section 1-2 of the specifications, which include the following documents and represents the complete agreement between Agency and Contractor:

- (a) Emergency Quote
- (b) Quote form and Notice to Bidders
- (c) Plans and Specifications identified by Spec. No.: WW25-11(E)
- (d) Addenda, by number and date N/A
- (e) Award of Contract October 10, 2024
- (f) Performance and Payment Bond
- (g) Prevailing Wage Requirements
- (h) W-9 form

### 2. DESCRIPTION OF WORK

The Contractor shall perform and complete in strict conformity with this contract the work as described and shown in the contract documents, consisting generally of:

Repairs due to an unexpected failure to an 18" Potable Ductile Iron Water Main located in Moorpark near Via Azelea in WW Dist #1.

### 3. CONTRACT PRICE

The contract price, which is the amount which Contractor shall accept as full payment for the work above agreed to be done, are the amounts determined in accordance with the contract documents for the prices stated for lump sum items completed plus the total number of each of the units of work completed at the unit prices stated. The prices named in the proposal form are as follows:

| Item No | Units | Approx Qty | Description of work       | Payment Reference | Unit Price  | Item Total  |
|---------|-------|------------|---------------------------|-------------------|-------------|-------------|
| 1       | LS    | 1          | Time and Material per 7-4 | 1000-7            | \$65,000.00 | \$65,000.00 |
|         |       |            |                           |                   |             |             |
|         |       |            |                           |                   | TOTAL       | \$65,000.00 |

4. The time for the completion of the Work is **30 calendar days** working days from the contract starting date as provided in the contract documents and shown in the Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Contractor's Firm Name Sam Hill & Sons, Inc

Address PO Box 5670, Ventura, CA

Contractor's License No. 648594 Expiration Date 6/30/2026

Social Security No. or Taxpayer I.D. No. 77-0114981

Type of Contractor's organization S-Corp  
(Corporation / Partnership / Individual)

List names of all persons who have authority to bind firm (List at least one name):

Ron Hill Spencer T. Hill Scott Anderson

IF OTHER THAN CORPORATION, EXECUTE HERE

Signature \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Ron Hill

Name of Secretary of Corporation Spencer T. Hill

Corporation is organized under the laws of State of California

Signature 

Title of Office Scott Anderson - Vice President

Ventura County Waterworks District No. 1, Agency

By 

Gregg Strakaluse,  
Director, Public Works Agency

**COUNTY OF VENTURA  
PUBLIC WORKS AGENCY**

CONTRACTOR'S CERTIFICATION

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

Sam Hill & Sons, Inc.

By 

Title Scott Anderson - Vice President

Project Name: Emergency Waterline Repairs near Via Azelea  
Specification No.: WW25-11(E)

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Ventura }

On 10/14/2024 before me, Melisa Vickers, Notary  
(Here insert name and title of the officer)

personally appeared Scott Anderson,  
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.

Melisa Vickers

Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
Vice President  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**SURETY BONDS  
PERFORMANCE BOND**

Whereas, the Ventura County Waterworks District No. 1, hereinafter called "Agency", and Sam Hill & Sons, Inc., hereinafter called "principal", have entered into a contract dated 10/10/2024 whereby principal agrees to complete certain designated work identified as project Emergency Waterline Repairs near Via Azelea (Spec. No. WW25-11(E)), and to perform other duties and obligations as described in said contract, which is incorporated herein by this reference and made a part hereof; and

Whereas, principal is required under the terms of said contract to furnish a bond to guarantee principal's faithful performance of the work and all terms and conditions of the contract;

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of Sixty Five Thousand Dollars and No Cents (\$65,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said contract and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The above obligation shall continue after Agency's acceptance of the work for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the work and/or fails to protect Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

**PAYMENT BOND**

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of Sixty Five Thousand Dollars and No Cents (\$65,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

**GENERAL TERMS**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of any such change, extension, alteration or addition.

Nothing herein shall limit the Agency's rights or surety's obligations under the contract or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named

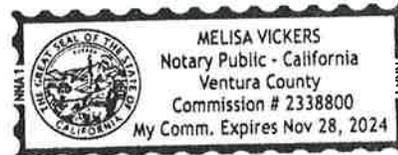
on, October 15, 2024

By Scott Andersen  
Name of Principal  
Title Scott Andersen - Vice President  
U.S. Specialty Insurance Company

By Keith E. Clements  
Name of Surety  
Keith E. Clements, Attorney-in-Fact

Address 801 S. Figueroa St., STE 700

City Los Angeles State CA Zip 90017



INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. 619-630-2629



TOKIO MARINE  
HCC

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

## KEITH E. CLEMENTS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100896296 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Fifteen million and 00/100 (\$15,000,000.00).

Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"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 of 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." Adopted by unanimous written consent in lieu of meeting on September 1<sup>st</sup>, 2011.

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, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18<sup>th</sup> day of April, 2022.



U.S. SPECIALTY INSURANCE COMPANY

By:

Adam S. Pessin, Senior Vice 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<sup>th</sup> day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance 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.

Signature  (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance 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 15th day of October, 2024.

Bond No. 100896296  
Agency No. 2795



Kio Lo, Assistant Secretary

## ACKNOWLEDGMENT

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State of California  
County of San Diego )

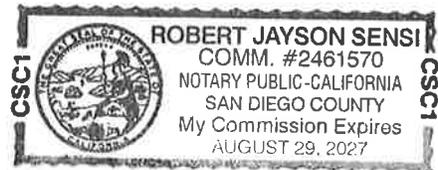
On 10/15/2024 before me, Robert Jayson Sensi, Notary Public  
(insert name and title of the officer)

personally appeared Keith E. Clements  
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.

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WITNESS my hand and official seal.

Signature  (Seal)



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State of California }

County of Ventura }

On 10/18/2024 before me, Melisa Vickers, Notary  
(Here insert name and title of the officer)

personally appeared Scott Anderson,  
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Melisa Vickers  
 Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Bond 100896296  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
Vice President  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

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