

# PROFESSIONAL SERVICES CONTRACT RD25-10(E)

Union Engineering, Inc

Matilija Rd North Emergency Repairs at MP 2.25

Project No. P6X50663

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)

## **C O N T R A C T**

**PROJECT: Matilija Road North Emergency Repairs at MP 2.25**

**SPECIFICATION NO.: RD25-10E; PROJECT NO.: P6X50663**

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

**AGENCY:** County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

**CONTRACTOR:** Union Engineering Company, Inc.  
P.O. Box 1000  
Ventura, CA 93002

The Agency and the Contractor mutually agree on September 24, 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 Contract Quote
- (b) Emergency Project Package
- (c) Plans and Specifications identified by Specification No. RD25-10E
- (d) Addenda, by number and date – N/A
- (e) Award of Contract by Special Delegation September 24, 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:

Rebuilding a portion of the roadway damaged by storms to include rip-rap embankment, slope, and subgrade repair to restore lateral support for emergency response crews and equipment to provide essential services to residents. This work also entails constructing a water diversion that will remain in place, reconstruction of the embankment, and new asphalt pavement.

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:

4. The time for the completion of the Work is **45 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 Union Engineering Company, Inc.

Address P.O. Box 1000, Ventura, CA 93002

Contractor's License No. 212942 Expiration Date 2/28/25

Social Security No. or Taxpayer I.D. No. 95 2229650

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

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

Ernest L. Ford Carly Ford Rebecca Elkins

IF OTHER THAN CORPORATION, EXECUTE HERE

Signature \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

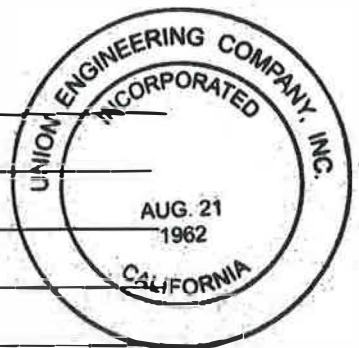
Name of President of Corporation Ernest L. Ford

Name of Secretary of Corporation Carly Ford

Corporation is organized under the laws of State of California

Signature 

Title of Office Secretary-Treasurer, Vice President



County of Ventura, 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.

Union Engineering Company, Inc.

By  \_\_\_\_\_  
Carly Ford

Title Vice President

Project Name: **Matilija Road North Emergency Repairs at MP 2.25**  
Specification No.: **RD25-10E**

Bond No. 30071119  
Premium Amt: \$17,459.00

**SURETY BONDS  
PERFORMANCE BOND**

Whereas, the County of Ventura, hereinafter called "Agency", and Union Engineering Company, Inc., hereinafter called "principal", have entered into a contract dated 9/26/2024 whereby principal agrees to complete certain designated work identified as project Matilija Road North Emergency Repairs at MP 2.25 (Spec. No. RD25-10E), 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 One Million Six Hundred Seventy Nine Thousand Two Hundred Thirty Eight Dollars and No Cents (\$1,679,238.00) 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 One Million Six Hundred Seventy Nine Thousand Two Hundred Thirty Eight Dollars and No Cents (\$1,679,238.00) 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 September 26, 2024

Union Engineering Company, Inc.

Name of Principal

By Carly Ford

Title Vice President

Western Surety Company

Name of Surety

By Jodie L. Doherty

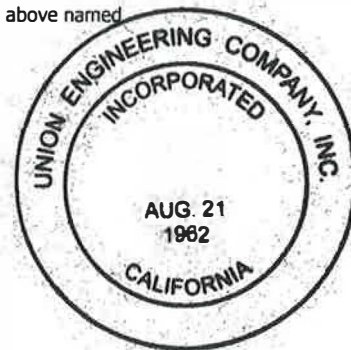
Jodie L. Doherty, Attorney-in-Fact

Address 633 W. 5th Street, Suite 3330

City Los Angeles State CA Zip 90017

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

Telephone No. 213 -52-5900



A-467/9-Tmpl

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"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

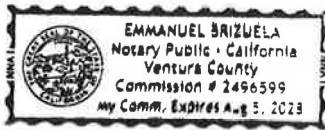
On 9-26-2024 before me, Emmanuel Brizuela, Notary Public,

personally appeared Jodie Lee Doner

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.



E. Brizuela

Signature of Notary Public

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

#### DESCRIPTION OF ATTACHED DOCUMENT

#### TITLES(S)

- ☐ PARTNERS ☐ LIMITED  
☐ GENERAL

#### TITLE OR TYPE OF DOCUMENT

#### NUMBER OF PAGES

- ☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

#### DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kipton Keller, Shaun Kelly, Jessica Blanchard, Paula Robitaille, Jodie L Doner, Individually**

of Ventura, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of January, 2024.



WESTERN SURETY COMPANY

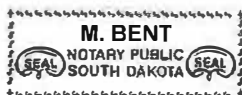
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of September, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.