

Bond No.: 1001078645

Premium.: \$9,200.00

**SURETY BOND
PERFORMANCE AND PAYMENT**

WHEREAS, **Ventura County Waterworks District No. 16** County of Ventura, State of California hereinafter called "**DISTRICT**", and **James Finch** as "**PRINCIPAL**", have entered into a contract whereby **PRINCIPAL** agrees to install and complete certain designated public improvements, which said contract, identified as project **Tract 5683**, is hereby referred to and made a part hereof; and

WHEREAS, said **PRINCIPAL** is required under the terms of said contract, to furnish a bond for the faithful performance of said contract.

NOW, WHEREAS, we the **PRINCIPAL** and the undersigned, as corporate surety, are held and firmly bound unto **DISTRICT**, in the penal sum of **Four Hundred Sixty Thousand Dollars (\$460,000)** 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 above bounded **PRINCIPAL**, his or 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 agreement and any alteration thereof made as therein provided, on his or their 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 **DISTRICT**, 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.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **DISTRICT** in successfully enforcing such obligation and, in the event **DISTRICT** is the prevailing party in a separate suit brought against **PRINCIPAL** upon said contract, incurred by **DISTRICT** in such separate suit, all to be taxes as costs or awarded as damages, as appropriate, and included in any judgment rendered in a suit brought upon this 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 **DISTRICT** to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 **DISTRICT** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of **Four Hundred Sixty Thousand Dollars (\$460,000)** 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 his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also incase suit is brought upon this bond, will pay, in addition to the

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face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the **DISTRICT** 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 insure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

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 this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the **PRINCIPAL** and Surety above named on November 28th, 2018

James Finch

Name of Principle

By

Title

Individual

American Contractors Indemnity Company of America

Name of Surety

By

Kipton Keller
Attorney-In-Fact

Kipton Keller

Address

801 S. Figueroa, Suite 700

City

Los Angeles

State

CA

Zip Code 90017

Telephone No.:

310-649-0990

Indicate complete address of surety to which correspondence concerning this bond should be directed.

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

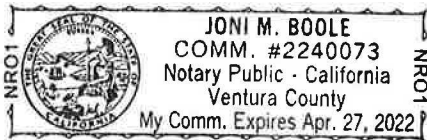
On 11/28/2018 before me, Joni M. Boole, Notary Public,

personally appeared Kipton Keller

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.



Joni M. Boole
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

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

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State of: California

County of Ventura

On 11/28/2018 before me, Joni M. Boole, Notary Public,

personally appeared James P. Finch

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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POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Shaun Kelly, Kipton Keller, Richard Toohey, Mike Melshenker, Barbara L. Ayerle, Achara Trujillo,
Ronald Francis Cossa, Jarel Guerrero, Donna Scott, Sherrie Hillis Offdenkamp or Joni Boole of Ventura, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

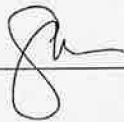
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and 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 American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are 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 20th day of November, 2018.

Corporate Seals

Bond No. 001078645
Agency No. 6117




Kio Lo, Assistant Secretary