

SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT AGREEMENT FOR:

COUNTY PROJECT NO. SC8371

Auditor-Controller Contract No. _____

THIS AGREEMENT, herein called Agreement, is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California, herein called District, and V. Lopez Jr. and Sons General Engineering Contractors Inc. herein referred to as Contractor, for the completion of the work identified herein, on the following terms, conditions, and provisions:

1. CONTRACT

This Agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Notice to Bidders and Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2018 Standard Specifications as modified by County Provisions
4. State of California, Department of Transportation 2018 Standard Plans
5. State of California, Department of Transportation 2018 Revised Standard Specifications
6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Bid Book/Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda or Change Orders

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents".

Copies of all said documents are on file in the District's Santa Barbara office and have been and will be made available to the Contractor during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

**SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERAVATION DISTRICT;
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR
RANDALL ROAD DEBRIS BASIN PROJECT**

The project plans for the work to be done are entitled:

**SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT;
RANDALL ROAD DEBRIS BASIN PROJECT**

2. WORK

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the District, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said County, all in strict accordance with the Plans and the Contract Documents provided.

Contractor's initial obligation under this Agreement shall be to complete all Base Bid Items of Work, as set forth in the attached Bid Item List. Prior to August 10, 2021, and at the District's sole discretion, the District may add the Add Alternate Items of Work to the scope of work by providing written notice to Contractor's Authorized Representative. Upon provision of such notice, Contractor shall be obligated to complete all Add Alternate Items

of Work as set forth in the attached Bid Item List. If the District does not provide notice to Contractor by August 10, 2021 adding the Add Alternate Items of Work to the scope of work, Contractor shall not be obligated to complete the Add Alternate Items of Work under the terms of this Agreement, unless otherwise amended by the Parties.

3. TERM

The Contractor shall complete the Base Bid Items of Work in 140 working days and in accordance with 8-1.04B. If the Add Alternate Items of Work are added to the scope of work as set forth in Section 2 of this Agreement, the number of working days shall be increased by 20 days.

4. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon Contractor. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. Contractor's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the District from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the District, and Contractor shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the District.

5. PAYMENT

Base Bid Items of Work: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the Contractor for satisfactory completion of all requirements of the Contractor under this Agreement for the Base Bid Items of Work is and shall be \$3,259,917.70 to be paid as provided in the Contract Documents.

Add Alternate Items of Work: If the Add Alternate Items of Work are added to the scope of work, as set forth in Section 2 of this Agreement, as full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the Contractor for satisfactory completion of all requirements of the Contractor under this Agreement for the Add Alternate Items of Work is and shall be \$1,972,892.75 to be paid as provided in the Contract Documents.

Supplemental Items of Work: The Engineer is authorized to order the performance of supplemental work itemized in the bid item list to be paid as provided in the Contract Documents. In no event shall the District be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

Change Order Work: The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$274,140.52 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents, provided however that change order work shall be limited to \$175,495.89 unless and until the Add Alternate Items of Work are added to the scope of work, as set forth in Section 2 of this Agreement.

6. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to District, in writing, any potential conflict of interest. District retains the right to waive a conflict of interest disclosed by Contractor if District determines it to be immaterial, and such waiver is only effective if provided by District to Contractor in writing.

7. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use District's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use District's name or logo in any manner that would give the appearance that the District is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of District. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the District or its projects, without obtaining the prior written approval of District.

8. DISTRICT PROPERTY AND INFORMATION

All of District's property, documents, and information provided for Contractor's use in connection with the services shall remain District's property, and Contractor shall return any such items whenever requested by District and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any District property, documents, or information without District's prior written consent.

9. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. District shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by District or the State, at no charge to District.

If federal, state, or District audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or District governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from District, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to District as specified by District in the notification.

10. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. ENTIRE AGREEMENT AND CHANGE ORDERS

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

12. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether District is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and District.

13. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County, if in state court, or in the federal district court nearest to the County, if in federal court.

14. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

15. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

16. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

17. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in Section 1, contract documents herein, these numbered sections shall prevail.

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the DISTRICT and CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by DISTRICT.

CONTRACTOR:

V. Lopez Jr. and Sons General Engineering
Contractors Inc.

1639 E. Donovan Rd.

Santa Maria, CA 93454

License No. 607333

Business Type: Corporation

By: _____

Authorized Representative

Date: _____

3/22/21

DISTRICT SIGNATURE PAGE


Agreement for services and work to be performed by CONTRACTOR between the DISTRICT and CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by DISTRICT.

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
EX OFFICIO CLERK OF BOARD OF
DIRECTORS OF THE SANTA BARBARA
COUNTY FLOOD CONTROL & WATER
CONSERVATION DISTRICT

SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

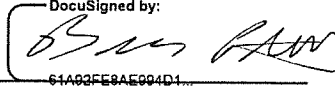
By: 
 Deputy Clerk


By: 
 BOB NELSON, CHAIR
 BOARD OF DIRECTORS

Date: 5/4/2021

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

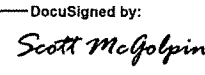
By: 
DocuSigned by: 61A03FE8AE904D1...
 Deputy County Counsel

By: 
DocuSigned by: 89D7C9FF7A44AE...
 Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

RECOMMENDED FOR APPROVAL:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By: 
DocuSigned by: D3DB8526E16F47F...
 Risk Manager

By: 
DocuSigned by: 4D8104A97E1C4E8...
 Public Works Director

Fiscal Responsibility _____

Department	Division	Subdivision	Program	Organization Unit	Fund	Account	Area
054			3005		2610	8400	

BID ITEM LIST

BASE BID ITEMS OF WORK							
Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		999990	MOBILIZATION	LS	1	\$79,896.00	\$79,896.00
2		051260A	CONSTRUCTION SURVEY	LS	1	\$7,490.00	\$7,490.00
3		066076A	TEMPORARY TRAFFIC CONTROL	LS	1	\$10,700.00	\$10,700.00
4		130100	JOB SITE MANAGEMENT	LS	1	\$21,400.00	\$21,400.00
5		130300	STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$70,193.00	\$70,193.00
6		130310	RAIN EVENT ACTION PLAN	EA	10	\$500.00	\$5,000.00
7		130330	STORMWATER ANNUAL REPORT	EA	2	\$2,000.00	\$4,000.00
8		130320	STORMWATER SAMPLING & ANALYSIS DAY	EA	5	\$1,200.00	\$6,000.00
9		131201A	TEMPORARY CREEK DIVERSION SYSTEMS	LS	1	\$26,750.00	\$26,750.00
10		150809	REMOVE EXISTING RCP STORM DRAIN PIPE & HEADWALL	LF	71	\$160.50	\$11,395.50
11		153213	REMOVE AND DISPOSE OF STRUCTURES AT 640 RANDALL ROAD	LS	1	\$56,100.00	\$56,100.00
12		153249A	STRUCTURE REMOVAL (MISC)	LS	1	\$124,160.00	\$124,160.00
13		170103	CLEARING AND GRUBBING	LS	1	\$139,097.00	\$139,097.00
14	F	190101	ROAD EXCAVATION	CY	1,850	\$32.00	\$59,200.00
15	F	192001	EXCAVATION	CY	62,500	\$28.30	\$1,768,750.00
16	F	194001	DITCH EXCAVATION	CY	242	\$47.00	\$11,374.00
17		206300A	TEMPORARY IRRIGATION SYSTEM	LS	1	\$81,690.00	\$81,690.00
18	F	204009A	INSTALL PLANTS	SQFT	48,706	\$1.20	\$58,447.20
19		035633A	4-INCH CRUSHED GABION ROCK	CY	260	\$52.50	\$13,650.00
20		260203A	CRUSHED AGGREGATE	CY	1,850	\$55.00	\$101,750.00
21	F	723095A	ROCK SLOPE PROTECTION (25 LB, CLASS I, METHOD B)	CY	50	\$54.00	\$2,700.00
22		723070A	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B)	CY	366	\$54.00	\$19,764.00
23		723110A	ROCK SLOPE PROTECTION (1/2-TON, CLASS VII, METHOD B)	CY	1,725	\$54.00	\$93,150.00
24		398001	REMOVE ASPHALT CONCRETE PAVEMENT	SQFT	17,535	\$2.25	\$39,453.75
25		490400A	24" DRILLED HOLE	LF	224	\$80.00	\$17,920.00
26	F	490535A	FURNISH 12-INCH STEEL PIPE PILING	LB	17,735	\$1.00	\$17,735.00
27	F	550203A	FURNISH STRUCTURAL STEEL	LB	8,160	\$14.00	\$114,240.00
28	F	520101A	REINFORCEMENT STEEL	LB	16,945	\$4.25	\$72,016.25
29	F	510526A	MINOR CONCRETE (BACKFILL)	CY	175	\$257.00	\$44,975.00

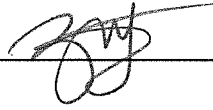
30		150230A	DESTROY WELL	EA	4	\$3,210.00	\$12,840.00
31	F	066801A	ACCESS GATES & HARDWARE	LS	1	\$17,495.00	\$17,495.00
32		036843A	POST & RAIL FENCE	LF	453	\$62.00	\$28,086.00
33			SET BENCH AND BOULDERS	LS	1	\$5,000.00	\$5,000.00
CONTRACTOR'S BASE BID ITEMS SUBTOTAL							\$3,142,417.70
ADD ALTERNATE ITEMS OF WORK							
34		130100	JOB SITE MANAGEMENT	LS	1	\$100,000.00	\$100,000.00
35		131201A	TEMPORARY CREEK DIVERSION SYSTEMS	LS	1	\$100,000.00	\$100,000.00
36	F	153248A	STRUCTURE REMOVAL (MISC)	LS	1	\$116,876.00	\$116,876.00
37		170103	CLEARING AND GRUBBING	LS	1	\$169,217.00	\$169,217.00
38	F	192001	EXCAVATION	CY	29,600	\$29.25	\$865,800.00
39	F	194001	DITCH EXCAVATION	CY	39	\$47.00	\$1,833.00
40		206300A	TEMPORARY IRRIGATION SYSTEM	LS	1	\$87,687.00	\$87,687.00
41	F	204009A	INSTALL PLANTS	SQFT	34,955	\$2.20	\$76,901.00
42		035633A	4-INCH CRUSHED GABION ROCK	CY	340	\$52.50	\$17,850.00
43	F	723095A	ROCK SLOPE PROTECTION (25, CLASS I, METHOD B)	CY	25	\$107.00	\$2,675.00
44		723070A	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B)	CY	226	\$107.00	\$24,182.00
45		723110A	ROCK SLOPE PROTECTION (1/2-TON, CLASS VII, METHOD B)	CY	1,495	\$107.00	\$159,965.00
46		490400A	24" DRILLED HOLE	LF	128	\$80.00	\$10,240.00
47	F	490535A	FURNISH 12-INCH STEEL PIPE PILING	LB	21,183	\$1.00	\$21,183.00
48	F	550203A	FURNISH STRUCTURAL STEEL	LB	7,072	\$14.00	\$99,008.00
49	F	520101A	REINFORCEMENT STEEL	LB	12,609	\$4.25	\$53,588.25
50	F	510526A	MINOR CONCRETE (BACKFILL)	CY	145	\$257.00	\$37,265.00
51		150230A	DESTROY WELL	EA	2	\$3,210.00	\$6,420.00
CONTRACTOR'S ADD ALTERNATE ITEMS SUBTOTAL							\$1,972,892.75
52			Supplemental work (Additional Water Pollution Control)	LS	1	\$5,000	\$5,000
53			Supplemental work (Additional Traffic Control)	LS	1	\$2,500	\$2,500
54			Supplemental work (Additional Rock Excavation)	LS	1	\$100,000	\$100,000
55			Supplemental work (Imported Borrow)	LS	1	\$10,000	\$10,000
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							\$117,500.00
TOTAL BASE BID (Base Bid + Supplemental Work Items) *							\$3,259,917.70
TOTAL BASE BID + ADD ALTERNATE (Base Bid + Add Alternate + Supplemental Work Items)							\$5,232,810.45

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

V. Lopez Jr. and Sons General Engineering Contractors Inc.
FIRM NAME

BY



Title

President

Date

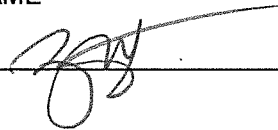
3/22/21

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

V. Lopez Jr. and Sons General Engineering Contractors Inc.
FIRM NAME

BY



Title

President

Date

3/22/21

Submit completed form with your Agreement, Bonds, and Certificates of Insurance.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara Flood Control and Water Conservation District of the State of California (hereinafter referred to as the District) and V. Lopez Jr. and Sons General Engineering Contractors Inc. (hereinafter referred to as Principal) have by written agreement dated MARCH 19TH, 2021, entered into a Contract identified as:

Project Title: RANDALL ROAD DEBRIS BASIN PROJECT
County Project No. SC8371

(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the District a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and GREAT AMERICAN INSURANCE COMPANY

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of \$3,259,917.70 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

PAYMENT BOND

In the event suit is brought upon this Bond by District and judgment is recovered, Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

V. LOPEZ JR. & SONS GENERAL ENGINEERING CONTRACTORS, INC.

Principal

BY:

MARCH 23RD, 2021

DATED:

GREAT AMERICAN INSURANCE COMPANY

Surety

Signature of Attorney-in-fact

KEVIN VEGA

750 THE CITY DRIVE SOUTH #470

Address

ORANGE, CA 92868

City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

C&D BONDING & INSURANCE SERVICES

Name of Agent

534 E. BADILLO ST.

Address

COVINA, CA 91723

City, State, Zip

626-859-1001

Fax Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of FEBRUARY, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 9TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of March, 2021



Atty L C B

Assistant Secretary

CALIFORNIA ALL-PURPOSE 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.

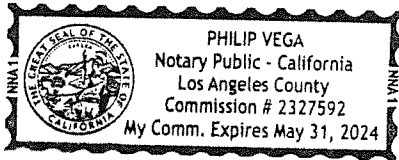
State of California)
County of LOS ANGELES)

On 03/23/2021 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared KEVIN VEGA, ATTORNEY-in-FACT
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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Flood Control and Water Conservation of the State of California (hereinafter referred to as the District) and V. Lopez Jr. and Sons General Engineering Contractors Inc. (hereinafter referred to as Principal) have by written agreement dated MARCH 19TH, 2021, entered into a Contract identified as:

Project Title: RANDALL ROAD DEBRIS BASIN PROJECT
County Project No. SC8371

(Hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and GREAT AMERICAN INSURANCE COMPANY

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of \$3,259,917.70 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, 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, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

PERFORMANCE BOND

In the event suit is brought upon this Bond by District and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

V. LOPEZ JR. AND SONS GENERAL ENGINEERING CONTRACTORS, INC.

Principal

BY:

MARCH 23RD, 2021

DATED:

GREAT AMERICAN INSURANCE COMPANY

Surety

Signature of Attorney-in-fact

KEVIN VEGA

750 THE CITY DRIVE SOUTH #470

Address

ORANGE, CA 92868

City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

C&D BONDING & INSURANCE SERVICES

Name of Agent

534 E. BADILLO ST.

Address

COVINA, CA 91723

City, State, Zip

626-859-1001

Fax Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of FEBRUARY 2021

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of March, 2021



Atty L C B

Assistant Secretary

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES)

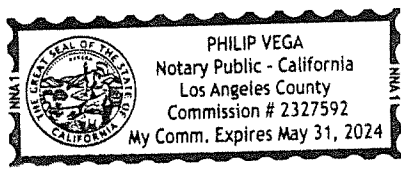
On 03/23/2021 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared KEVIN VEGA, ATTORNEY-in-FACT
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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____