

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 13-551327

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Telfer Oil Company, hereinafter called the "Contractor,"  
WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

PROCUREMENT (DELIVERY AND APPLICATION) OF ASPHALT EMULSION  
FOR THE SEAL COAT 2012 PROJECT  
PROJECT NO. 13-551327

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications, dated May 2006, and the Standard Plans, dated May 2006, including issued amendments through November 30, 2010, of the State of California, Department of Transportation.
- (b) The Special Provisions for the work
- (c) The Notice to Bidders calling for bids
- (d) The Payment and Performance bonds required
- (e) Certificate of Insurance
- (f) The accepted bid/proposal including the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Non-Collusion Affidavit
  - (5) Debarment and Suspension Certification
  - (6) Statement Concerning Employment of Undocumented Aliens
  - (7) Contractor's Certificate as to Worker's Compensation
  - (8) Contractor's Certification of Good-Faith Effort to Hire Monterey Bay

- Area Residents
- (9) List of Satisfied Public Agencies
- (10) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

**2. WORKERS' COMPENSATION**

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

**3. CONTRACT PRICE**

The County shall pay the Contractor the following prices for the performance of this contract: **PROCUREMENT (DELIVERY AND APPLICATION) OF ASPHALT EMULSION FOR THE SEAL COAT 2012 PROJECT (PROJECT NO. 13-551327)**

ITEM NO.	ITEM CODE	ITEM	UNITS	ESTIMATED QUANTITY	UNIT PRICE INCLUDING 8.25% TAX (In Figures)	ITEM TOTAL INCLUDING 8.25% TAX (In Figures)
1		PASS or Equivalent for the San Miguel Road Maintenance District	TONS	89	\$786.00	\$69,954.00
2		PMCRS2h for the Monterey Road Maintenance District	TONS	106	\$658.00	\$69,748.00
3		PMCRS2h for the Greenfield Road Maintenance District	TONS	212	\$658.00	\$139,496.00
4		PMCRS2h for the San Ardo Road Maintenance District	TONS	160	\$658.00	\$105,280.00
5		FastSet for the San Miguel Road Maintenance District	TONS	32	\$365.00	\$11,680.00
6		FastSet for the Monterey Road Maintenance District	TONS	38	\$365.00	\$13,870.00
7		Accessorial Charges on Spreading	HRS	100	\$195.00	\$19,500.00
8		Accessorial Charges on Unloading	HRS	44	\$110.00	\$4,840.00
9		Other Accessorial Charges	LS	1	\$4,100.28	\$4,100.28
<b>TOTAL COST</b>						<b>\$433,628.28</b>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

**CONTRACTOR:**

Telfer Dil Company  
(Name of Company)

By: [Signature]  
Signature of Chair, President, or Vice-President

Mike Telfer, Managing General Agent  
Printed Name and Title

Date: June 7, 2012

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer\*

Printed Name and Title

Date: \_\_\_\_\_

**COUNTY OF MONTEREY:**

APPROVE AS TO FISCAL TERMS

By: \_\_\_\_\_

Name: Paul H. Greenway, P.E.

Title: Acting Director of Public Works

Dated: \_\_\_\_\_

By: [Signature]

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 6-27-12

APPROVE AS TO FORM

By: [Signature]

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: 6-19-12

APPROVE AS TO INDEMNITY/

INSURANCE LANGUAGE

RISK MANAGEMENT

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

Name: [Signature]

Title: Risk Manager

Date: 6-26-12

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

Bond Number: 929543779  
Premium: \$3,122.00

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Telfer Oil Company as Contractor, a contract for the following project:

PROCUREMENT (DELIVERY AND APPLICATION) OF ASPHALT EMULSION  
FOR THE SEAL COAT 2012 PROJECT  
PROJECT NO. 13-551327

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we Telfer Oil Company, as Principal, and Western Surety Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of ~~Four Hundred Thirty Three Thousand Six Hundred Twenty Eight and 28/100~~ 433,628.28 Dollars (\$ 433,628.28), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in 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 (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and 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 virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 7th day of June, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

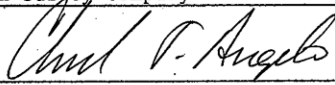
Telfer Oil Company  
Principal

By 

Name and Title Mike Telfer, Managing General Agent

(Corporate Seal)

Western Surety Company  
Surety

By 

Name and Title Christopher J. Angelo, Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa

On June 8, 2012 before me, Daniel I. Frankel, Notary Public

personally appeared Michael S. TeKer

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]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above **OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

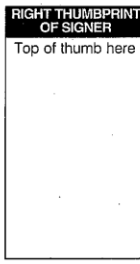
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_
- Individual  Partner —  Limited  General  Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

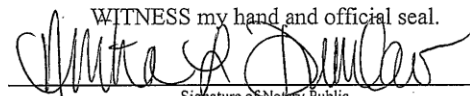
County of Sacramento

On June 7, 2012 before me, Anitra L. Dumlao - Notary Public,  
(Here insert name and title of the officer)

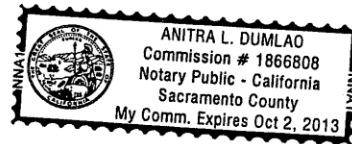
personally appeared Christopher J. Angelo

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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
_____ <small>(Title or description of attached document)</small>
_____ <small>(Title or description of attached document continued)</small>
Number of Pages _____ Document Date _____
_____ <small>(Additional information)</small>

CAPACITY CLAIMED BY THE SIGNER
<input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer  <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____  <small>(Title)</small>

**INSTRUCTIONS FOR COMPLETING THIS FORM**  
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

# 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

**Randall L Jorgensen, Joseph H Weber, Christopher J Angelo, Paul F Bystrowski, Carol Dunn, John E Murphy, Sandi Frances Pullen, John J Weber, Individually**

of Sacramento, 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 By-Law printed on the reverse hereof, 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 Senior Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2012.



WESTERN SURETY COMPANY

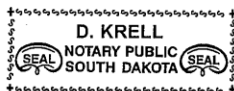
*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of May, 2012, before me personally came Paul T. Bruflat, 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 the Senior 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  
November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, 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 of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of June, 2012.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



**Authorizing By-Law**

**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.

COUNTY OF MONTEREY

PAYMENT BOND  
(Civil Code Section 3249)

Bond Number: 929543779  
Premium: Included in the  
Performance Bond

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

PROCUREMENT (DELIVERY AND APPLICATION) OF ASPHALT EMULSION  
FOR THE SEAL COAT 2012 PROJECT  
PROJECT NO. 13-551327

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Telfer Oil Company, as Principal, and  
Western Surety Company as Surety, are held and firmly bound  
unto the County of Monterey, a political subdivision of the State of California (hereinafter called  
"County"), and to the persons named in California Civil Code section 3181 in the penal sum of <sup>Four Hundred</sup>  
Thousand Six Hundred Twenty Eight and 28/100 Dollars (\$433,628.28) <sup>Thirty Three</sup> for the payment of  
which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 3181 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 3181, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 3247 et seq. (Civil Code, Division 3, Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this 7th day of June, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Telfer Oil Company  
Principal

By \_\_\_\_\_

Name and Title Mike Telfer, Managing General Agent

(Corporate Seal)

Western Surety Company  
Surety

By Chris P. Angelo

Name and Title Christopher J. Angelo, Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of Contra Costa }  
 On June 8, 2012 before me, Daniel I. Frankel, Notary Public  
Date Here Insert Name and Title of the Officer  
 personally appeared Michael S. Toker  
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: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

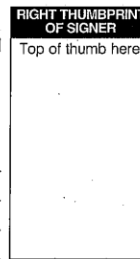
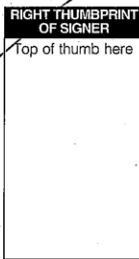
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

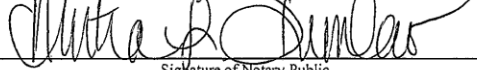
On June 7, 2012 before me, Anitra L. Dumlao - Notary Public  
(Here insert name and title of the officer)

personally appeared Christopher J. Angelo

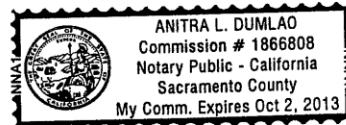
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary 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 \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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  - ❖ 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

# Western Surety Company

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**Randall L Jorgensen, Joseph H Weber, Christopher J Angelo, Paul F Bystrowski, Carol Dunn, John E Murphy, Sandi Frances Pullen, John J Weber, Individually**

of Sacramento, 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 By-Law printed on the reverse hereof, 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 Senior Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2012.



WESTERN SURETY COMPANY

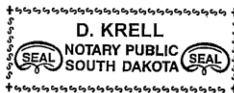
Paul T. Brufat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of May, 2012, before me personally came Paul T. Brufat, 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 the Senior 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

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, 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 of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of June, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**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.