

BID NO. 10416
CONTRACT FOR PUBLIC WORK
COUNTY OF MONTEREY
STATE OF CALIFORNIA

THIS AGREEMENT, made in the County of Monterey, State of California, by and between the COUNTY OF MONTEREY, hereinafter called the County, and Conley General Engineering, Inc., hereinafter called the Contractor,

WITNESSETH that the County and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following-titled project:

Track Drainage Improvements at Laguna Seca Recreation Area, Bid No. 10416 in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in the County's notice to proceed, and shall be completed within twenty (20) working days from the date of notice to proceed.

ARTICLE 3 - CONTRACT PRICE. The County shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of One Hundred Seventy-two Thousand, Five Hundred and Twenty Dollars, (\$172,520.00), said sum being the total amount of the following amount stipulated in the proposal:

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE TOTAL (in figures)
1.	1	LS	Mobilization	\$8,000.00
2.	1	LS	Demolition	\$10,000.00
3.	1	LS	Finish Grading	\$8,000.00
4.	1	LS	Provide Graded Access	\$4,000.00
5.	1	LS	Relocate Approximately 15 LF of Ex. Conduit	\$2,000.00
6.	40	CY	Class 2 Aggregate Base (F)	\$6,000.00
7.	45	TON	Asphalt Concrete	\$9,000.00
8.	150	LF	Construct AC Dike Type 'A'	\$3,000.00
9.	2538	LF	36" Concrete V-Gutter (F)	\$101,520.00
10.	49	LF	24" Concrete V-Gutter (F)	\$5,000.00
11.	1	LF	Modify Ex. Drain Inlet at Turn 5	\$1,200.00
12.	2	EA	Construct Apron Around Ex. Drain Inlets at Turn 9	\$1,600.00
13.	55	LF	12" HDPE Pipe (Type 'S') (F)	\$7,975.00
14.	1	EA	36" Drain Inlet	\$2,500.00
15.	1	LS	Provide 12"W x 12"H Opening Thru Ex. Concrete Barrier	\$2,800.00
Total Contract (bid) amount				\$ 172,520.00

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors
- Bid, as accepted
- Designation of Subcontractors
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Standard Specifications of the State of California
- Special Provisions
- Addenda No. 1
- Drawings
- Affidavit Concerning Employment of Undocumented Aliens
- Noncollusion Affidavit

ALL of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

ARTICLE 5 - PRECONDITION BONDS. Within 10 working days of notification of award by County, and as a precondition to the issuance of a Notice to Proceed, Contractor shall submit to County a Performance Bond and Payment Bond for Public Works as specified in the bid, said bonds being required components of this contract.

ARTICLE 6 - NOTICE. Notice under this contract shall be sent to the parties at the addresses as set forth below. Notice shall be deemed effective upon delivery if personally delivered, upon transmission if sent by facsimile, and on the third day after mailing.

County:
 Monterey County Parks Department
 Salinas, CA 93915
 Phone: (831) 755-4895
 Fax: (831) 755-4914

Contractor:
 Conley General Engineering, Inc.
 1017 Smith Grade, Santa Cruz, CA 95060
 Phone: (831) 429-8111
 Fax: _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties.

CONTRACTOR:

Conley General Engineering
 Contractors Business Name

By Sharon Conley
Sharon Conley Sec
 Name and Title

Dated: 4/16/13

By: _____
 Name and Title

Dated: _____

Reviewed as to fiscal provisions

[Signature] 4-17-13
 Auditor-Controller
 County of Monterey

BID #10416

COUNTY:

By: _____

Title: Chair, Monterey County Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

[Signature] 4-17-13
 Deputy County Counsel
 COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/
 INSURANCE LANGUAGE

Mike Derr, Contractors and Purchasing Manager
 By: [Signature]

Date: 4-17-13
 Steve S. Mauck, Risk Manager

Instructions: If Contractor is an artificial legal entity, including but not limited to a corporation, limited liability corporation, non-profit corporation, or other company, the full legal name of the entity shall be set forth together with the signatures and titles of the to statutorily specified officers (i.e., one of each: [a] President/Vice President or Chairman, and [b] Secretary/Treasurer or Financial Officer). If Contractor is a partnership or trust, the name of the partnership or trust shall be set forth together with the signature and capacity of the signer (i.e., Partner/Trustee) who has actual authority to execute the Agreement on behalf of the Partnership or Trust. In all cases, additional documentation may be required to substantiate authority of the signing party. If Contractor is contracting in an individual capacity, the individual shall set forth his d.b.a. name, if any, and shall personally sign the Agreement.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is:

Contractors' State License Board
P.O. Box 26000
Sacramento, CA 95826
(Business and Professions Code, Section 7030)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cutler Segerstrom Insurance Agency License #0495772 1030 Greenley Rd. Sonora CA 95370	CONTACT NAME: Melinda Leonard	
	PHONE (A/G. No. Ext): (209) 532-6951	FAX (A/G. No.): (209) 532-1997
INSURED Conley General Engineering, Inc. DBA: Conley Construction 1017 Smith Grade Santa Cruz CA 95060	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Wesco Insurance Company	
	INSURER B: Security National Insurance Co	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2012-2013 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	WPP101515502	5/15/2012	5/15/2013	EACH OCCURRENCE \$ 100000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 100000
A	AUTOMOBILE LIABILITY	X	WPA103063102	4/17/2013	4/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB	N/A	SWC1011153	7/1/2012	7/1/2013	Uninsured motorist Bi-single \$ 60,000
	EXCESS LIAB					EACH OCCURRENCE \$
	DED RETENTION \$					AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	SWC1011153	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The County of Monterey, its officers, agents, and employees are named as an additional insured with respects to the operations of the named insured as required under written contract. Coverage is Primary and Non-Contributory See attached additional insured endorsement CG 20 10 07 04 (general liability).
CL/CA 99 09 03 08 (automobile liability)

CERTIFICATE HOLDER County of Monterey Parks Department 855 E Laurel Drive Bldg G Salinas, CA 93915	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Melinda Leonard/ANN

COMMENTS/REMARKS

Cancellation

10 Days Written Notice

Cancellation

30 Days Written Notice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART.

SCHEDULE

Name of Person or Organization:

County of Monterey
Parks Dept.
855 E. Laurel Dr.
Bldg G
Salinas CA 93915

A. WHO IS AN INSURED is changed to include as an "insured" the person or organization shown in the Schedule but only for liability arising out of your use of a covered "auto" for such person or organization.

B. CANCELLATION

1. If we cancel the policy, we will mail notice to such person or organization in accordance with the Common Policy Condition.
2. If you cancel the policy, we will mail notice to such person or organization.
3. Cancellation ends this agreement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1985

PERFORMANCE BOND

Bond # 54194787

Premium \$ 3,450.00

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the County of Monterey, (hereinafter designated as "Public Entity") on April 12th, 2013 has awarded to Conley General Engineering, Inc.

Hereinafter designated as the "Principal," a contract for the work described as follows:

Track Drainage Improvements at Laguna Seca Recreation Area, Bid No. 10416

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

NOW THEREFORE, we, the Principal and Financial Pacific Insurance Company

as Surety, are held and firmly bound unto the Public Entity in the penal sum of \$172,520.00 ^{Twenty dollars} ~~One hundred, seventy-two thousand Five hundred Dollars (\$172,520.00)~~, lawful money of the United States of America, for the payment of which sum 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 above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things strand to and abide by and well and truly keep and perform, the covenants conditions and agreements in the said contract 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 the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation 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 work, or to the specifications.

In the event 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 court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 15th day of April, 2013

[Signature]
Principal
By _____

By [Signature]
Surety
By Matthew Charles Frediani
Attorney-in-Fact

(Attach required acknowledgments)

LIMITED POWER OF ATTORNEY
Financial Pacific Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does Hereby make, constitute and appoint: MELINDA ANN LEONARD, OR PETER DAVID OLDING, OR MATTHEW CHARLES FREDIANI, OR ALAN JAY KLEINERT, ALL INDIVIDUALLY

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows: Bid, Performance, Payment and Miscellaneous Bonds up to \$1,000,000.00 and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 1st day of January, 2012.



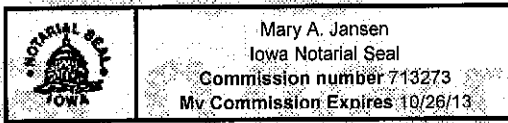
Dennis J. Richmann
Dennis J. Richmann, Vice President

David A. Lange
David A. Lange, Assistant Secretary

STATE OF IOWA, COUNTY OF LINN

On 1st day of January, 2012, before me personally came Dennis J. Richmann and David A. Lange who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

Mary A. Jansen
Mary A. Jansen, Notary Public

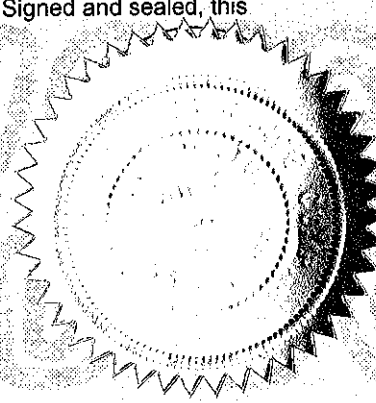


CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed, this _____ day of _____, 20

David A. Lange
David A. Lange, Assistant Secretary



ACKNOWLEDGMENT

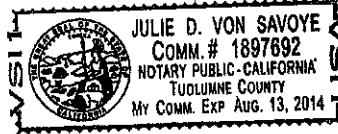
State of California
County of Tuolumne

On April 15, 2013 before me, Julie D. von Savoye Notary Public
(insert name and title of the officer)

personally appeared Matthew Charles Frediani
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 Julie D. von Savoye (Seal)

PAYMENT BOND FOR PUBLIC WORKS

Bond # 54194787

Premium incl in Performance

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the County of Monterey, (hereinafter designated as "Public Entity") on April 12th, 2013 has awarded to Conley General Engineering, Inc.

(Hereinafter designated as the "Principal") a contract for the work described as follows:

Track Drainage Improvements Laguna Seca Recreation Area, Bid No.10416

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract,

NOW THEREFOR, we, the Principal and Financial Pacific Insurance Company As Surety, are held and firmly bound unto the Public Entity in the penal sum of One hundred-Seventy Two thousand, Five hundred twenty Dollars (\$ 172,520.00), lawful money of the United States of America, for the payment of which sum 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, 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 California Revenue and Taxation Code, with respect to such work and labor the survey or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, court costs, expert witness fees and investigation expenses.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond and that this bond be construed most strongly against the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 15th day of April, 2013

Principal

By [Signature]

Surety

By Matthew Charles Frediani

Attorney-in-Fact

(Attach required acknowledgments)

LIMITED POWER OF ATTORNEY
Financial Pacific Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does Hereby make, constitute and appoint: MELINDA ANN LEONARD, OR PETER DAVID OLDING, OR MATTHEW CHARLES FREDIANI, OR ALAN JAY KLEINERT, ALL INDIVIDUALLY

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows: Bid, Performance, Payment and Miscellaneous Bonds up to \$1,000,000.00 and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 1st day of January, 2012.

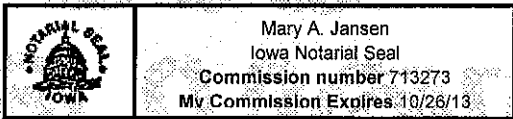


Dennis J. Richmann
Dennis J. Richmann, Vice President

David A. Lange
David A. Lange, Assistant Secretary

STATE OF IOWA, COUNTY OF LINN

On 1st day of January, 2012, before me personally came Dennis J. Richmann and David A. Lange who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.



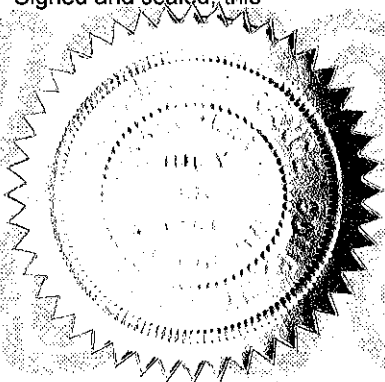
Mary A. Jansen
Mary A. Jansen, Notary Public

CERTIFICATE

I certify under the Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Signed and sealed, this _____ day of _____, 20

David A. Lange
David A. Lange, Assistant Secretary



ACKNOWLEDGMENT

State of California

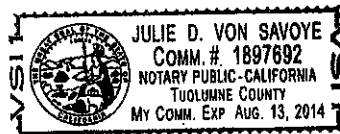
County of Tuolumne

On April 15, 2013 before me, Julie D. von Savoye, Notary Public
(Insert name and title of the officer)

personally appeared Matthew Charles Frediani
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 Julie D. von Savoye (Seal)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Conley General Eng.

Shara Conley 4/16/13

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)