



**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT
FOR
CONSTRUCTION OF 2016/17
NORTH COUNTY ROAD REHABILITATION
PROJECT IN THE THIRD
AND FIFTH SUPERVISORIAL DISTRICTS
COUNTY PROJECT NO. 820671 N

TRANSPORTATION DIVISION**

**SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS**



COUNTY OF SANTA BARBARA AGREEMENT FOR:

County Project No. 820671 N

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and Granite Construction Company hereinafter 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 2010 Standard Specifications
4. State of California, Department of Transportation 2010 Standard Plans
5. State of California, Department of Transportation 2010 Revised Standard Specification
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 Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda

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 Department of Public Works Office of the COUNTY 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:

COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION OF 2016/17 NORTH COUNTY ROAD REHABILITATION PROJECT IN THE THIRD AND FIFTH SUPERVISORIAL DISTRICTS

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

COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF PUBLIC WORKS; PLANS FOR THE CONSTRUCTION OF 2016/17 NORTH COUNTY ROAD REHABILITATION PROJECT IN THE THIRD AND FIFTH SUPERVISORIAL DISTRICTS

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 County, 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.

3. 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 County of Santa Barbara 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 COUNTY, 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 COUNTY.

4. 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."

5. 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. COUNTY 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 COUNTY or as part of any audit of the COUNTY, 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 COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY 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 COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

6. PAYMENT 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 is and shall be \$858,803.00, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$39,150.00 to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

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 \$57,397.65 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.



CONTRACTOR
Granite Construction Company
5335 Debbie Lane
Santa Barbara, Ca 93111

Jigisha Desai
BY: Jigisha Desai, Vice President
License No. 89
Business Type: Corporation

By: _____
Chairperson, Board of Supervisors
County of Santa Barbara

By: _____
Scott D. McGolpin
Director of Public Works

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

BY: _____
Deputy

APPROVED AS TO FORM:
Michael Ghizzoni
County Counsel

BY: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, C.P.A.
Auditor–Controller

APPROVED AS TO FORM:
Ray Aromatorio
Risk Manager

BY: _____

BY: _____

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	02	02	2710	0500	0016	7510	3051, 3071, 5001

BID ITEM LIST

Item No	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1	130200	WATER POLLUTION CONTROL PROGRAM	LS	1	\$10,000.00	\$10,000.00

THIRD SUPERVISORIAL DISTRICT

2	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$59,737.00	\$59,737.00
3	120101	FLAGGER DAY	EA	23	\$700.00	\$16,100.00
4	120102	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	8	\$125.00	\$1,000.00
5	153112	COLD PLANE ASPHALT CONCRETE PAVEMENT FOR STREET AND DRIVEWAY CONFORM (1.5" MAX)	SY	1,450	\$6.00	\$8,700.00
6	153113	COLD PLANE ASPHALT CONCRETE PAVEMENT (FULL WIDTH GRIND 1.5")	SY	21,000	\$2.50	\$52,500.00
7	152330	RESET WHEEL-STOPPS	EA	24	\$15.00	\$360.00
8	190185	SHOULDER BACKING IMPORTED MATERIAL	LF	3,800	\$3.00	\$11,400.00
9	303000	PULVERIZED ROADBED	SY	4,250	\$7.00	\$29,750.00
10	374002	ASPHALTIC EMULSION (FOG SEAL)	LF	8,910	\$0.30	\$2,673.00
11	390132	HOT MIX ASPHALT (TYPE A, 1/2" MAXIMUM GRADING)	TON	4,340	\$92.00	\$399,280.00
12	390136	HOT MIX ASPHALT (TYPE A, 3/8" MAXIMUM GRADING AC DIKE)	TON	2	\$200.00	\$400.00
13	394073	REMOVE AND PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	45	\$50.00	\$2,250.00
14	397005	TACK COAT	TON	10	\$500.00	\$5,000.00
15	597401	PAINT CURB (RED, 2-COAT)	LF	48	\$1.00	\$48.00
16	840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	3,400	\$1.15	\$3,910.00
17	840666	PAINT PAVEMENT MARKING (3-COAT)	SF	406	\$4.50	\$1,827.00
18	850113	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	6	\$10.00	\$60.00
THIRD SUPERVISORIAL DISTRICT SUBTOTAL						\$594,995.00

FIFTH SUPERVISORIAL DISTRICT

19	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$26,878.00	\$26,878.00
20	120101	FLAGGER DAY	EA	8	\$700.00	\$5,600.00
21	120102	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	18	\$125.00	\$2,250.00
22	153114	COLD PLANE ASPHALT CONCRETE PAVEMENT (FULL WIDTH GRIND 2.0")	SY	5,560	\$3.00	\$16,680.00
23	190185	SHOULDER BACKING IMPORTED MATERIAL	LF	3,500	\$3.25	\$11,375.00
24	374002	ASPHALTIC EMULSION (FOG SEAL)	LF	500	\$1.50	\$750.00
25	390132	HOT MIX ASPHALT (TYPE A, 1/2" MAXIMUM GRADING)	TON	938	\$91.00	\$85,358.00
26	397005	TACK COAT	TON	2	\$500.00	\$1,000.00

Item No	Item Code	Description	Unit	Quantity	Unit Price	Item Total
27	840656	PAINT TRAFFIC STRIPE (3-COAT)	LF	2,000	\$1.50	\$3,000.00
28	840666	PAINT PAVEMENT MARKING (3-COAT)	SF	115	\$6.00	\$690.00
FIFTH SUPERVISORIAL DISTRICT SUBTOTAL						\$153,581.00
PROJECT BASE BID SUBTOTAL						\$758,576.00

ADDITIVE BID GROUP 1

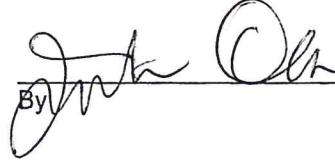
29	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$4,000.00	\$4,000.00
30	120101	FLAGGER DAY	EA	4	\$700.00	\$2,800.00
31	152402	ADJUST WATER VALVE COVER TO GRADE	EA	3	\$800.00	\$2,400.00
32	152440	ADJUST MANHOLE COVER TO GRADE	EA	4	\$750.00	\$3,000.00
33	303000	PULVERIZED ROADBED	SY	4,160	\$6.25	\$26,000.00
34	390132	HOT MIX ASPHALT (TYPE A, 1/2" MAXIMUM GRADING)	TON	701	\$87.00	\$60,987.00
35	397005	TACK COAT	TON	2	\$500.00	\$1,000.00
36	597401	PAINT CURB (RED, 2-COAT)	LF	30	\$1.00	\$30.00
37	850113	PAVEMENT MARKER (BLUE REFLECTIVE, FIRE HYDRANT)	EA	1	\$10.00	\$10.00
ADDITIVE BID GROUP 1 SUBTOTAL						\$100,227.00
PROJECT BASE BID AND ADDITIVE BID TOTAL						\$858,803.00

CERTIFICATE OF COMPLIANCE

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



Granite Construction Company

By 

Jigisha Desai

Vice President

Title

August 11, 2016

Date

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.



Granite Construction Company

By 

Jigisha Desai

Vice President

Title

August 11, 2016

Date

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

Premium included in
Performance Bond

PAYMENT BOND

Bond No.: 82447259

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Granite Construction Company (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: CONSTRUCTION OF 2016/17 NORTH COUNTY ROAD REHABILITATION PROJECT IN THE THIRD AND FIFTH SUPERVISORIAL DISTRICTS

County Project No. 820671 N

(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 County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and Federal Insurance Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$858,803.00 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.

In the event suit is brought upon this Bond by County 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.

Granite Construction Company
Principal

Federal Insurance Company
Surety

By 
Jigisha Desai, Vice President


Signature of Attorney-in-fact Kathleen Schreckengost

August 11, 2016
DATED:

August 11, 2016

15 Mountain View Road, Warren, NJ 07059
Address

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

Alliant Insurance Services, Inc.
Name of Agent

100 Pine Street, 11th Floor
Address

San Francisco, CA 94111
City, State & Zip

N/A
FAX Number



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

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.

ACKNOWLEDGMENT

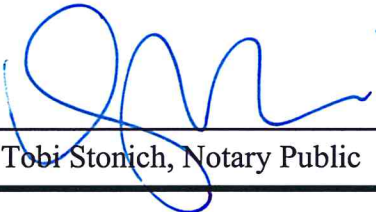
State of California
County of Santa Cruz)

On August 11, 2016 before me, Tobi Stonich, Notary Public
(insert name and title of the officer)

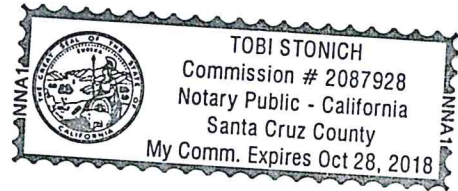
personally appeared Kathleen Schreckengost,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their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

(Seal)



Premium: \$1,889

PERFORMANCE BOND

Bond No.: 82447259

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Granite Construction Company (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: CONSTRUCTION OF 2016/17 NORTH COUNTY ROAD REHABILITATION PROJECT IN THE THIRD AND FIFTH SUPERVISORIAL DISTRICTS

County Project No. 820671 N

(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

Federal Insurance Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$858,803.00 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.

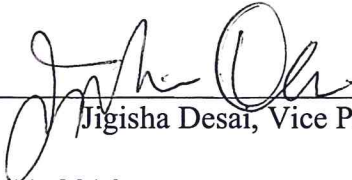
THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed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

In the event suit is brought upon this Bond by County 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.

Granite Construction Company
Principal

By 
Jigisha Desai, Vice President

August 11, 2016
DATED:

Federal Insurance Company
Surety


Signature of Attorney-in-fact Kathleen Schreckengost

August 11, 2016

15 Mountain View Road, Warren, NJ 07059
Address

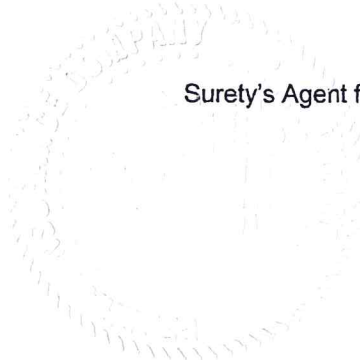
Surety's Agent for Service of Process (located within the State of California):

Alliant Insurance Services, Inc.
Name of Agent

100 Pine Street, 11th Floor
Address

San Francisco, CA 94111
City, State & Zip

N/A
FAX Number



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

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.

ACKNOWLEDGMENT

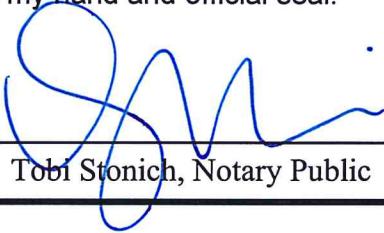
State of California
County of Santa Cruz)

On August 11, 2016 before me, Tobi Stonich, Notary Public
(insert name and title of the officer)

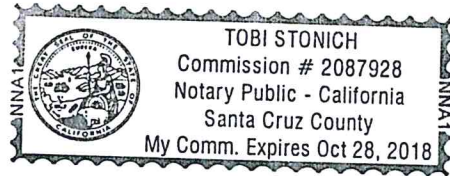
personally appeared Kathleen Schreckengost,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

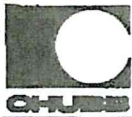
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Tobi Stonich, Notary Public

(Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John D. Gilliland, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf **GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture** as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **19th** day of **April, 2016**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY ss.

County of Somerset

On this **19th** day of **April, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **August 11, 2016**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com