

Board Contract Summary

BC _____ - _____

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts.*

D1.	Fiscal Year	2018-19
D2.	Department Name	PW Flood Control
D3.	Contact Person	Karen Sullivan
D4.	Telephone	X3459

K1.	Contract Type (<i>check one</i>):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose	Construction of the Maria Ygancio Creek, Main and East Branch Debris Basin Mod Project	
K3.	Department Project Number	SC8349 and SC8351	
K4.	Original Contract Amount	\$806,187.65 (\$755,893 plus \$50,294.65)	
K5.	Contract Begin Date	May 14, 2019	
K6.	Original Contract End Date	Upon completion	
K7.	Amendment? (Yes or No).....	N/A	
K8.	- New Contract End Date	N/A	
K9.	- Total Number of Amendments	N/A	
K10.	- This Amendment Amount.....	N/A	
K11.	- Total Previous Amendment Amounts.....	N/A	
K12.	- Revised Total Contract Amount	N/A	

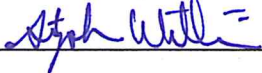
B1.	Intended Board Agenda Date	May 14, 2019
B2.	Number of Workers Displaced (<i>if any</i>)	N/A
B3.	Number of Competitive Bids (<i>if any</i>).....	4
B4.	Lowest Bid Amount (<i>if bid</i>)	\$755,893
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (<i>If Yes, cite Paragraph</i>).....	N/A

F1.	Fund Number	2610
F2.	Department Number.....	054
F3.	Line Item Account Number.....	8400
F4.	Project Number (<i>if applicable</i>)	SC8349 and SC8351
F5.	Program Number (<i>if applicable</i>)	3005
F6.	Org Unit Number (<i>if applicable</i>).....	
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number.....	652085
V2.	Payee/Contractor Name.....	Union Engineering Company, Inc.
V3.	Mailing Address.....	P.O. Box 1000
V4.	City State (two-letter) Zip (include +4 if known).....	Ventura, CA 93002
V5.	Telephone Number	(805) 644-3373
V6.	Vendor Contact Person.....	Becky Elkins
V7.	Workers Comp Insurance Expiration Date	7/1/19
V8.	Liability Insurance Expiration Date	7/1/19
V9.	Professional License Number	
V10.	Verified by (print name of county staff).....	clopez

V11 Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I **certify** information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 4/25/19 Authorized Signature: 



SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT AGREEMENT FOR:

County Project No. SC8349 & SC8351

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter called **DISTRICT**, and Union Engineering Company, Inc. 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. Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2010 Standard Specifications
4. State of California, Department of Transportation 2015 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 Santa Barbara County Flood Control 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 FLOOD CONTROL AND WATER CONSERVATION DISTRICT; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR Maria Ygnacio Creek, Main Branch and East Branch Debris Basin Modification Project

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

SANTA BARBARA FLOOD CONTROL AND WATER CONSERVATION DISTRICT Maria Ygnacio Creek Main Branch Debris Basin Modification; and Maria Ygnacio Creek East Branch Debris Basin Modification

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 DISTRICT, all in strict accordance with the Plans and the Contract Documents provided.

The bidder shall perform all of its services under this Agreement as an independent contractor and not as an employee of DISTRICT. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave,

health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

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 Santa Barbara County Flood Control 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.

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 practices. 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.

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 \$755,893.00, to be paid as provided in the Contract Documents.

Included in the total contract cost, the Engineer is authorized to order, as change order work, the performance of supplemental work totaling \$30,000.00 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.

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 \$50,294.65 (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 District 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.

7. COMPLIANCE WITH LAW, AMENDMENTS CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 9100 through 9510, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the Santa Barbara County Flood Control District, the Board of Directors, the Flood Control Engineer, and/or any officer, agent or employee of the DISTRICT against any claims or liability arising

from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. **DISPUTES** Should any dispute arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration. Such arbitration shall be carried out in accordance with provisions of the Public Contract Code, any applicable provision of County ordinance, regulation or standard and in accordance with standards of the American Arbitration Association. Any resulting arbitration ruling or result shall be binding on the parties, unless there is a mutual written agreement to litigate the matter.

The Contractor's attention is directed to the provisions of Public Contract Code 20104 for resolutions of claims of \$375,000 or less. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

9. **ASSIGNMENTS** You must not assign any rights nor transfer any of your obligations under this contract without the District's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. **REGISTRATION.** DISTRICT hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

SANTA BARBARA COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

CONTRACTOR

By: _____
Steve Lavagnino, Chair
Board of Directors

Union Engineering Company, Inc

Date: _____

By: Becky E
Becky Elkins, CEO

License No. 212942

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

By: _____
Deputy Clerk


APPROVED AS TO FORM
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel


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

By: 
Deputy

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

By: 
Risk Manager

APPROVED AS TO FORM:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By: 
Public Works Director

CERTIFICATE OF COMPLIANCE

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

Union Engineering Company, Inc.

Firm

Becky E

By Becky Elkins

CEO

Title

April 17, 2019

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.

Union Engineering Company, Inc.

Firm

Becky E

By Becky Elkins

CEO

Title

April 17, 2019

Date

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Flood Control District and Water Conservation District of the State of California (hereinafter referred to as the District) and Union Engineering Company, Inc. hereinafter referred to as Principal) have by written agreement entered into a Contract identified as:

Project Title: Maria Ygnacio Creek, Main Branch and East Branch Debris Basin Modification Project
FIN Project No. SC8349 & SC8351
(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 Western Surety Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of \$755,893.00 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 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 4, Part 6, Title 3, Chapter 5 (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 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.

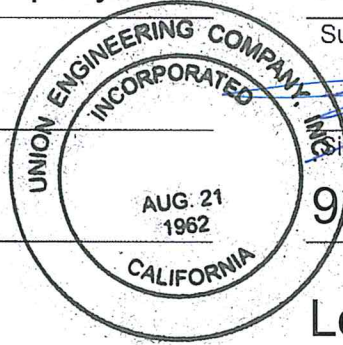
Union Engineering Company, Inc.

Western Surety Company

Principal

Surety

Becky E



[Signature]

By Becky Elkins, CEO

Signature of Attorney-in-fact, Mike Melshenker

April 12th, 2019

915 Wilshire Blvd. #1650

DATED:

Los Angeles, CA 90017

Address

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

Dan Majam

Name of Agent

915 Wilshire Blvd. #1650

Address

Los Angeles, CA 90017

City, State & Zip

877-400-0750

FAX Number

NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown in the Bid Book.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of: California
County of: Ventura

On 4/12/2019 before me Joni M. Boole, Notary Public,
personally appeared Mike Melshenker

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

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

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

Achara Trujillo, Sherrie H Offdenkamp, Mike Melshenker, Jarel Guerrero, Cynthia Gonzalez, Joni M Boole, Individually

of Ventura, 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 Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2019.



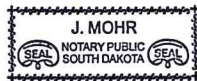
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of March, 2019, 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 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
June 23, 2021



J. Mohr
J. Mohr, 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 12th day of April, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the Santa Barbara County Flood Control and Water Conservation District of the State of California (hereinafter referred to as the District) and Union Engineering Company, Inc. (hereinafter referred to as Principal) have by written agreement entered into a Contract identified as:

Project Title: Maria Ygnacio Creek, Main Branch and East Branch Debris Basin Modification Project
FIN Project No. SC8349 & SC8351
(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 Western Surety Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the District in the amount of \$755,893.00 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 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.

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.

Union Engineering Company, Inc.

Western Surety Company

Principal

Surety

Becky E

[Signature]

By Becky Elkins, CEO

Signature of Attorney-in-fact, Mike Melshenker

April 12th, 2019

915 Wilshire Blvd. #1650

DATED:



Los Angeles, CA 90017

Address

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State of: California
County of: Ventura

On 4/12/2019 before me Joni M. Boole, Notary Public,

personally appeared Mike Melshenker

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

OPTIONAL

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

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NUMBER OF PAGES

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

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Achara Trujillo, Sherrie H Offdenkamp, Mike Melshenker, Jarel Guerrero, Cynthia Gonzalez, Joni M Boole, Individually

of Ventura, 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 Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2019.

WESTERN SURETY COMPANY

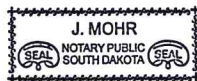


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of March, 2019, 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 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
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

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WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary