

1 the Houston-Galveston Area Council Buy Program for an amount not to exceed
2 Eight Hundred Fifty-Six Thousand Nine Hundred Thirty-Eight Dollars (\$856,938),
3 including tax and shipping, for a period extending until the warranty on the Fire
4 Service Apparatus expires. To the extent that the HGAC Contract and this
5 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
6 and (2) the HGAC Contract.

7 C. Payment for one (1) Fire Service Apparatus purchased from
8 Contractor by the City shall be made by the City according to the following
9 payment plan:

10 1. Payment of \$242,500 when performance bond is
11 received from vendor;

12 2. Payment of \$233,671 for the chassis payment when
13 the chassis is completed at Spartan. This will be approximately five months
14 from the date of order.

15 3. Payment of \$233672 to be made after the pre-paint
16 inspection is completed at the factory.

17 4. Final payment of \$78,871 to be made once the Fire
18 Service Apparatus is delivered to City and accepted by City, as further
19 detailed in Exhibit "B," Payment Schedule.

20 D. All warranties shall accrue to the City of Long Beach.

21 E. The parties may, by mutual agreement, amend this
22 Agreement with the approval of the City's City Council.

23 2. Neither this Agreement nor any money that becomes due to
24 Contractor under this Agreement may be assigned by Contractor without the prior written
25 consent of the City Manager or his designee.

26 3. Any notice given under this Agreement shall be in writing and
27 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
28 delivered or mailed to Contractor at the relevant address first stated above, and to the

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
2 Notice shall be deemed given three days after deposit in the mail.

3 4. The terms appearing on the HGAC Contract are incorporated in this
4 Agreement.

5 5. Contractor shall cooperate with the City in all matters relating to self-
6 accrual of use tax. Contractor shall contact the City Treasurer for additional information
7 regarding self-accrual.

8 6. This Agreement and all documents which are incorporated by
9 reference in this Agreement constitute the entire understanding between the parties and
10 supersede all other agreements, oral or written, with respect to the subject matter of this
11 Agreement. If there is any legal proceeding between the parties to enforce or interpret
12 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
13 be entitled to its costs and expenses, including reasonable attorney's fees.

14 IN WITNESS WHEREOF, the parties have caused this document to be duly
15 executed with all formalities required by law as of the date first stated above.

16 SVI TRUCKS, A DIVISION OF SUPER
17 VACUUM MFG. CO., INC.
18 March 19, 2012 By Tamara Sorensen
19 President

20 Tamara Sorensen
21 Type or Print Name
22 MARCH 19TH, 2012 By [Signature]
23 Secretary
24 ROBERT SORENSEN
25 Type or Print Name

26 "Contractor"
27 CITY OF LONG BEACH, a municipal
28 corporation
3-30, 2012 By [Signature]
City Manager

"City"

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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This Agreement is approved as to form on 3-26, 2012.

ROBERT E. SHANNON, City Attorney

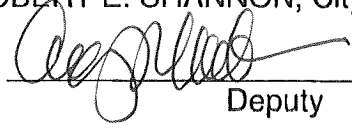
By  Deputy

EXHIBIT "A"
HGAC CONTRACT

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC No. 12-3030
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Long Beach, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 333 W. Ocean Blvd., Floor 7, Long Beach, CA 90802

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Jan 24, 2012 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sep 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Long Beach

Name of End User (local government, agency, or non-profit corporation)

* 333 W. Ocean Blvd., Floor 7

Mailing Address

* Long Beach CA 90802

City State ZIP Code

*By: *Patrick H. West*

Signature of chief elected or appointed official

* Patrick H. West, City Manager 2-22-12

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: *[Signature]*
Executive Director

Attest: *[Signature]*
Manager

Date: March 14, 2012

APPROVED AS TO FORM

2-13, 2012 required fields
ROBERT E. SHANNON, City Attorney

By: *[Signature]*
AMY R. WEBBER
DEPUTY CITY ATTORNEY

Toll Free 888-SVI-1112 Phone 970-667-5146 Fax 970-667-3343
1511 East 11th St. Loveland · CO 80537



February 8, 2012

Long Beach Fire Department
2600 Temple Ave
Long Beach, CA 90806

Re: H-GAC Price Summary for Utility per attached specifications. Since unit was quoted under the previous contract a discount has been applied to honor the previous quote.

H-GAC Bid # FS12-11 Fire Service Apparatus
H-GAC Category: DDD05

Base unit price	\$379,246.00
Published Options	\$385,150.00
Un-Published Options	\$ 56,494.00 7.39%
FS12-09 Contract Discount	\$ (41,196.00)
UNIT PRICE	\$ 779,694.00
CA State Taxes 8.75%	\$ 68,224.00
SUB TOTAL	\$847,918.00
HGAC Fee	\$ 2,000.00
Performance Bond	\$ 7,020.00
TOTAL CONTRACT	\$856,938.00

Delivery of completed unit will be 300 days after receipt of purchase order.

Sincerely,



Stephen Carleton
Western Sales Manager



SVI Trucks - A Division of Super Vacuum Mfg. Co., Inc.

1511 East 11th Street Loveland, CO 80537 Phone: 888.SVI.1112 Fax: 970.667.4296

Date: January 10, 2012

City of Long Beach
2600 Temple Ave
Long Beach, CA 90806

Dear Mr. Harvey,

The following is our proposal to provide the following through HGAC: Super Vac Aluminum Special Service Walk-In body on a Spartan Custom Chassis Single Rear Axle
BID # FS12-11 Fire Service Apparatus

H-GAC Category: DDD05

BASE PRICE \$ 379,246.00

PUBLISHED OPTIONS:

Item #

1	Change cab to Sparatan Gladiator	\$ 49,750.00
4	Change cab to ELFD	\$ 23,500.00
5	Change to 20" raised roof	\$ 7,500.00
14	Delete one (1) cab entry door	\$ 2,650.00
20	Rear cab wall cut-out for walk-in body	\$ 1,325.00
23	Add eight circuit wiring provision	\$ 750.00
30	Upgrade engine to 500HP	\$ 30,875.00
41	Upgrade transmission to 4000EVS	\$ 13,250.00
49	Change fuel tank to 68 gallons	\$ 950.00
53	Upgrade front tires, wheels and suspension to 23,000LB	\$ 6,025.00

57	Upgrade rear tires, wheels and suspension to 27,000LB	\$	8,750.00
64	Upgrade rear suspension to air for 27,000LB	\$	7,825.00
80	Add electronic stability control to single rear axle	\$	2,750.00
101	Add Q2 siren	\$	2,700.00
114	Add secondary 120V air conditioner	\$	2,200.00
176	Add cornering lights	\$	650.00
182	Add two (2) 120V eyebrow scene lights	\$	2,250.00
202	Upgrade light bar to 72" long LED with no empty spaces	\$	3,750.00
214	Add dual rearview camera system side and rear	\$	1,775.00
247	Change body to 20' front walk-in rear walk-around	\$	38,000.00
258	Automatic vehicle stabilization system	\$	7,250.00
259	"L" shaped work desk in rear cab area	\$	1,675.00
260	Desktop component console	\$	1,100.00
264	Two (2) filing cabinets	\$	1,300.00
265	Five (5) upper roof compartments with center walkway	\$	16,500.00
521	100amp shore power inlet	\$	2,400.00
266	Rear center stairway with fold down step	\$	6,500.00
279	Electric awning	\$	7,400.00
283	Slide-out area with desk and pedestal seats	\$	34,500.00
287	Flowscience FS2009NOALARM fume vent hood syste	\$	12,750.00
263	Two (2) Bostrom pedestal seats locate in cab (\$1,250.00 ea)	\$	2,500.00
299	Newmar charger PT-80 series with 30A Kussmaul auto-eject plug	\$	3,100.00
529	Eight (8) exterior flush mounted 12v scene lights (\$450.00ea)	\$	3,600.00
524	Six (6) body exterior recess mounted 120v scene lights (\$1400.00ea)	\$	8,400.00

300	Newmar Inverter 3,000 watt with four AGM 12-volt batteries	\$ 7,700.00
303	Bosch MIC400 non-thermal camera	\$ 13,750.00
536	Wil-Burt 7-42 external mast with painted cover	\$ 16,500.00
518	Add diesel 20KW generator with breaker panel	\$ 31,000.00
		<hr/>
		\$ 385,150.00

UN-PUBLISHED OPTIONS

1	Change body to 22' front walk-in rear walk around	\$	8,950.00
2	Change all body compartment doors to hinged style IPO roll-up	\$	-
3	Add locks to all side compartment doors	\$	515.00
4	Customer requested graphics and lettering	\$	2,700.00
5	Add 120V outlets with 4' power strip to compartments C1	\$	420.00
6	Add 120V/12V refrigerator to compartment C2	\$	1,275.00
7	Swing-out style SCBA tool board for SCBA bottles	\$	980.00
8	Upper rear curbside compartment for long equipment storage	\$	1,740.00
9	Change all warning lights to Federal Signal brand	\$	-
10	Add traffic pre-emption device to light bar	\$	1,825.00
11	SmartBoard wireless slate	\$	879.00
12	Dell Optiplex computer	\$	1,150.00
13	32" LCD monitor with exterior hanging mount system	\$	1,890.00
14	Middle Atlantic 16u data rack with power strip	\$	776.00
15	KVHA7 Sat tv dish	\$	3,700.00
16	Video control system and wiring	\$	3,910.00
17	One (1) 400# slide-out tray	\$	425.00
18	Delete one (1) Hannay electric cord reel	\$	(2,277.00)
19	Two (2) antenna rails mounts	\$	1,423.00
20	Data Network	\$	2,664.00
21	Two (2) SCBA fender compartments	\$	773.00
22	Seven (7) Zico SCBA walk-Away brackets	\$	912.00

23	Pass through opening in compartment C1 & C2	\$	436.00
24	Stainless steel counter and back wall.	\$	2,550.00
25	Two (2) standard overhead cabinets	\$	1,500.00
26	(3) Three Factory Inspection Trips for (4) persons per trip	\$	12,000.00
27	Panasonic Phone System	\$	5,378.00

TOTAL UNPUBLISHED OPTIONS: **\$ 56,494.00**

BASE PRICE:	\$ 379,246.00	
PUBLISHED OPTIONS:	\$ 385,150.00	
UNPUBLISHED OPTIONS:	\$ 56,494.00	7.39%
FS12-09 Contract Discount:	\$ (41,196.00)	
UNIT PRICE:	\$ 779,694.00	

CA State Taxes 8.75%	\$ 68,224.00
SUB-TOTAL	\$ 847,918.00

Performance Bond	\$ 7,020.00
HGAC Fee	\$ 2,000.00
TOTAL	\$ 856,938.00

By: 
Stephen Carleton

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "B"
PAYMENT SCHEDULE

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1. Payment of \$242,500 when performance bond is received from vendor;
2. Payment of \$233,671 for the chassis payment when the chassis is completed at Spartan. This will be approximately five months from the date of order.
3. Payment of \$233672 to be made after the pre-paint inspection is completed at the factory.
4. Final payment of \$78,871 to be made once the Fire Service Apparatus is delivered to City and accepted by City.

ALL-PURPOSE ACKNOWLEDGMENT

State of Colorado

County of Larimer

On March 19, 2012 before me, MARIA S. BROCKHAGEN
DATE NAME OF NOTARY PUBLIC

personally appeared Tammy Sorensen -President, Robert Sorensen - Vice President,
NAME(S) OF SIGNER(S)

personally known to me OR 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), an 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.

WITNESS my hand and official seal.

Place Notary Seal or Stamp Here
8/2/2015

Maria S Brockhagen
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

BID NO: N/A
BOND NO: 2152126

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Super Vacuum Manufacturing Company, Inc.
as PRINCIPAL, and North American Specialty Insurance Company located at
475 N. Martingale Road, Suite 850, Schaumburg, IL 60173, a corporation, incorporated under the laws of the
State of New Hampshire admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
Eight Hundred Fifty Six Thousand Nine Hundred Thirty Eight and 00/100 --- DOLLARS
(\$856,938.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (Incorporated herein by this reference) with
said City of Long Beach for the
Fire Service Apparatus, and
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 12th day of March, 2012.

**Super Vacuum Manufacturing
Company, Inc.**

CONTRACTOR / PRINCIPAL

By: [Signature]

Name: ROBERT SORENSEN

Title: VICE PRESIDENT / SECRETARY

By: [Signature]

Name: Jamara Sorensen

Title: President

**North American Specialty
Insurance Company**

SURETY

By: [Signature]

Name: Darlene Krings

Title: Attorney-in-Fact

Telephone: 970-266-8710

Approved as to form this 2nd day of March, 2012

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy

Approved as to sufficiency this 3rd day of March, 2012

By: [Signature]

City Manager / City Engineer

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

RUSSELL D. LEAR, DARLENE KRINGS, JENNIFER WINTER, K'ANNE E. VOGEL, ROYAL R. LOVELL, KAY DILL, DIANE F. CLEMENTSON, BRANDI J. TETLEY and KELLY T. URWILLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

'RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.'



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12th day of September, 2011, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] D. Jill Nelson, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of March, 2012.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

ALL-PURPOSE ACKNOWLEDGMENT

State of Colorado

County of Larimer

On March 22, 2012 before me, Maria S. Brockhagen
DATE NAME OF NOTARY PUBLIC

personally appeared Tammy Sorensen -President, Robert Sorensen - Vice President,
NAME(S) OF SIGNER(S)

personally known to me OR 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), an 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.

WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

MY COMMISSION EXPIRES: 8/2/2015

Maria S Brockhagen
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE