

DOC # 0744361
06/03/2009 01:04 PM Deputy: SD
OFFICIAL RECORD
Requested By:
DC/TOWN OF GENOA

Assessor's Parcel Number: N/A

Date: JUNE 3, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 18 Fee: 0.00
BK-0609 PG- 836 RPTT: 0.00



Name: SHERYL GONZALES, TOWN OF GENOA

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2009.122
(Title of Document)

AGREEMENT

THIS AGREEMENT is dated as of the 30 day of April, in the year **2009**, (the "effective date of the Agreement" as that term is used in the Contract Documents) by and between the:

**BOARD OF THE
TOWN OF GENOA**
(hereinafter called OWNER)
- and -

A&A Construction, Inc.
(hereinafter called CONTRACTOR)

[Signature]
TED THIRAN
CLERK

2009 JUN -3 AM 10:02

NO. 2009 122

FILED

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents.

CONTRACTOR will furnish all material and will perform all of the work for the work of:

**TOWN OF GENOA
2009 ROAD MAINTENANCE**

in accordance with the plans and specifications and other contract documents therefor.

Article 2. ENGINEER

The Project has been designed by RESOURCE CONCEPTS, INC. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.



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Article 3. CONTRACT TIME

3.1 CONTRACTOR shall arrange a preconstruction conference at the OWNER'S office, in accordance with paragraph 2.06 of the General Conditions, at which time CONTRACTOR shall deliver to the ENGINEER the schedules called for in paragraph 2.05 of the General Conditions. The contractor shall also deliver to the ENGINEER the Performance and Payment Bonds and the insurance certificates and endorsements required by the Contract Documents. The Contract Time shall commence 5 days after the date of the preconstruction conference.

3.2 The WORK shall be substantially completed within **twenty (20)** calendar days from the date of the Notice to Proceed and completed ready for final payment in accordance with paragraph 14.07 of the General Conditions within 7 (seven) calendar days from the date required for substantial completion.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the work is not substantially complete on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER **one hundred dollars (\$100.00)** for each day that expires after the time specified in paragraph 3.2 for substantial completion until the Work is substantially complete.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

On the basis of unit prices all as stipulated in the Bid Form attached to this Agreement and made a part hereof.

4.2 CONTRACTOR expressly agrees that:

The unit amounts in the Bid Form are based on and include the installed price for each item listed therein.

A. The unit amounts in the Bid Form are based on and include furnishing all materials, equipment and labor for each item listed therein.

B. The installed price stated in the respective item includes the preparation and furnishing of shop drawings showing all modifications (if any) necessary to accommodate such equipment.



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C. The installed price covers a complete operating installation including necessary changes and/or additions in structure, piping, paving, laterals and accessories or other work necessary to accommodate the selected equipment and materials.

D. All items of equipment fully comply with the requirements of the Plans and Specifications.

E. CONTRACTOR agrees that this Agreement will not imply acceptance by the OWNER of the equipment and/or materials furnished by the manufacturers or suppliers listed in the Bid Form, unless shop drawings have been reviewed, with no exception taken, by the ENGINEER. CONTRACTOR declares that equipment and/or materials furnished by the manufacturers or suppliers listed in the Bid Form will comply with the Contract Document requirements.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Town of Genoa Construction Payment Schedule 2009. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, following the regularly scheduled monthly meeting of the Board of the Town of Genoa, during construction, as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount not to exceed Ninety Percent (90%) of the Work completed and Ninety Percent (90%) percent of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. The OWNER at any time, however, after Fifty Percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, may reduce retention of Five Percent (5%) on the current and remaining estimates. The OWNER may, at his discretion and at any time, reduce payments to CONTRACTOR to Ninety Percent (90%) if Work completed and materials and equipment on hand if ENGINEER determines that CONTRACTOR is not making satisfactory progress.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payment to CONTRACTOR to Ninety-Five Percent (95%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.04 of the General Conditions.

5.1.3 Except as otherwise provided in this subsection the public body shall pay to the CONTRACTOR at the end of each quarter the interest earned on the amount withheld under the contract during the quarter. The rate of interest to be



paid must be the same as that earned during the quarter from the investment of money in the general fund of the public body. If the amount due to CONTRACTOR pursuant to this subsection for any quarter is less than \$500.00 the public body may hold the interest until:

(a) The end of a subsequent quarter after which the amount of interest is \$500.00 or more or;

(b) the end of the fourth consecutive quarter for which no interest has been paid to the CONTRACTOR, or;

(c) the amount withheld under the contractor is due pursuant to subsection 4, whichever occurs first.

5.1.4 Except as provided in subsection 5, the amount withheld under any such contract is due within a reasonable time following the filing of a Notice of Completion as provided in NRS 108.228 or upon other proper evidence of satisfactory completion of the contract.

5.1.5 If the Labor Commissioner has reason to believe that an employee has a valid and enforceable claim for wages against CONTRACTOR, he may require the public body to withhold from any payment due the CONTRACTOR under this section and pay the Labor Commissioner instead, an amount equal to the amount claimed by the employee. This amount must be paid to the employee if the claim is resolved in his favor, otherwise it must be returned to the public body for payment to the CONTRACTOR.

Article 6. CONTRACTOR'S REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigation and tests of subsurface and latent physical conditions at the site otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examination, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.



6.4 CONTRACTOR has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as CONTRACTOR deems necessary.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to the Agreement, made a part hereof and consist of the following:

- 7.1 Notice to Contractors and Information to Bidders.
- 7.2 Bid Form Proposal and Addenda ___ to ___ inclusive.
- 7.3 This Agreement.
- 7.4. Performance and Payment Bonds identified as Exhibits A and B respectively.
- 7.5 Notice to Proceed identified as Exhibit C.
- 7.6 Standard General Conditions of the Construction Contract, EJCDC Document 1910-8 (2002 Edition) identified as Exhibit D.
- 7.7 Supplemental General Conditions identified as Exhibit E.
- 7.8 Special Conditions identified as Exhibit F.
- 7.9 Technical Specifications identified as Exhibit G.
- 7.10 Design drawings consisting of 1 page identified as Exhibit H, attached to these contract documents, with each bearing the following general title:

TOWN OF GENOA 2009 ROAD MAINTENANCE

7.11 Any modification, including Change Orders, duly delivered after execution of this Agreement.



There are no Contract Documents other than those listed above in Articles 7.1 through 7.11 inclusive. The Contract Documents may only be altered, amended or repealed by a modification (as defined in Article 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignments by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives, and other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 If any legal action is brought between the parties with respect to this agreement, the prevailing party in any such action shall recover reasonable attorney's fees and costs of suit incurred in such action, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

Owner: TOWN OF GENOA

Contractor: A+A Construction, Inc.

By: *Sheryl Gonzalez*
(Corporate Seal)

By: *[Signature]* - President
(Corporate Seal)

Attest: *Brian K. Williams*

Attest: *John C. Carlson*

Address for giving notices:
Town of Genoa
P.O. Box 14
Genoa, Nevada 89411

Address for giving notices:
A+A Construction, Inc.
P.O. Box 995
Minden, NV 89423

License No. 19701

Agent for service of process:

EXHIBIT A PERFORMANCE BOND

THE STATE OF NEVADA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____)

That we, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
of the City of HARTFORD, County of HARTFORD and
State of HARTFORD (hereinafter called surety) as Surety, authorized under
the laws of the State of Nevada to act as Surety on bonds for
A & A CONSTRUCTION, INC. (hereinafter called principal), are held and
firmly bound unto the **Board of the Town of Genoa** (hereinafter called Obligee) as
Obligee, in the penal sum of NINETEEN THOUSAND ONE HUNDRED THIRTY FOUR AND 68/100-
_____ Dollars (\$ 19,134.68) in

lawful money of the United States for payment for Principal and Surety, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, Principal has by written agreement, dated _____, 2009, entered into a contract with Obligee for the work of the **Town of Genoa, 2009 Road Maintenance**, which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform said Contract, including Contractor's obligations under Contractor's guarantee and warranty, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable to Principal by Obligee



under the Contract and any modification thereto, less the amount properly paid by Obligee to Contractor.

Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work if Obligee, when declaring Principal in default, notifies Surety of Obligee's objection to Principal's further participation in the completion of the work.

Surety expressly agrees that Obligee may reject any Contractor or Subcontractor (in accordance with the General conditions and Supplementary Conditions) which may be proposed by Surety in fulfillment of his obligations under 1 or 2 above.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right action shall accrue on this bond to or for the use of any person or corporation other than Obligee named herein or the heirs, executors, administrators, or successors of Obligee.

Surety hereby waives the right to special notification of any notification of or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts of Obligee or its authorized agents under the terms of the Contract; and failure to notify Surety of such changes shall in no way relieve Surety of its obligations.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly signed and sealed this 23RD day of APRIL, 2009.

ATTEST:

A & A CONSTRUCTION, INC.
Principal

John C. Clark
Witness as to Principal

By: [Signature]
President
P. O. BOX 995, MINDEN, NV 89423
Address

ATTEST:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

[Signature]
Witness as to Surety

By: Kathy Rangel
KATHY RANGEL, ATTORNEY-IN-FACT
ONE TOWER SQUARE, HARTFORD, CT 06183
Address

Surety's Telephone No.: (916) 852-5271 - MATT CUNDITH

BUSCHMANN BUSCHMANN & LAUX SURETY INS SERVICES LLC / LICENSE #602882
300 HARDING BOULEVARD, SUITE 114, ROSEVILLE, CA 95678

BY: [Signature]
DONA LISA ANNA BUSCHMANN / LICENSE #602008
Name and address of agent or representative LICENSED in Nevada, if different from above.

(916) 852-5271 - MATT CUNDITH - SURETY
(916) 782-6637 - DONA LISA ANNA BUSCHMANN - AGENT

Telephone number of Surety and agent or representative LICENSED IN NEVADA

ACKNOWLEDGMENT

State of California
County of Placer

On April 23, 2009 before me, Jana B. Pilgard, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel
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  (Seal)

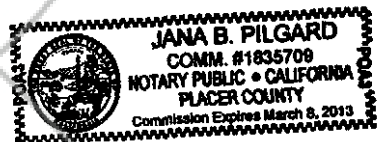


EXHIBIT B PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS THE BOARD OF THE TOWN OF GENOA ON THE _____ day of _____, 2009, has awarded to A & A CONSTRUCTION, INC., hereinafter designated as the "Principal," a contract for the work of:

TOWN OF GENOA 2009 ROAD MAINTENANCE

and; WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal or any of his subcontractors shall fail to pay for any materials, provisions, provender, or other supplies, or items used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the applicable laws of the State of Nevada, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we the Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are held firmly bound unto the **BOARD OF THE TOWN OF GENOA**, its successors and assigns hereinafter called the "Obligee," in the penal sum of NINETEEN THOUSAND ONE HUNDRED THIRTY FOUR AND 68/100-Dollars (\$ 19,134.68), 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, and successors, jointly and severally and firmly by these presents.

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 for any materials, provisions, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor, as required by the provisions of NRS 612, and provided that the claimant shall have complied with the provisions of said law, then said Surety will pay the same in or to an amount not exceeding the amount herein-above set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, then the above obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.



This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under NRS 339 so as to give a right of action to them or their assigns in any suit brought upon this bond, 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 or the specifications.

IN WITNESS WHEREOF, three identical counterparts of this instruments, each of which shall for all purposes be deemed an original thereof, have been duly signed and sealed this 23RD day of APRIL, 2009.

ATTEST:

A & A CONSTRUCTION, INC.

Principal

John C. [Signature]
Witness as to Principal

By: [Signature]
President

P. O. BOX 995, MINDEN, NV 89423
Address

ATTEST:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

[Signature]
Witness as to Surety

By: Kathy Rangel
KATHY RANGEL, ATTORNEY-IN-FACT

ONE TOWER SQUARE, HARTFORD, CT 06183
Address

Surety's Telephone No.: (916) 852-5271 - MATT CUNDITH

BUSCHMANN BUSCHMANN & LAUX SURETY INS SERVICES LLC / LICENSE #602882
300 HARDING BOULEVARD, SUITE 114, ROSEVILLE, CA 95678

BY: [Signature]

DONA LISA ANNA BUSCHMANN / LICENSE #602008

Name and address of agent or representative LICENSED in Nevada, if different from above.

(916) 852-5271 - MATT CUNDITH - SURETY
(916) 782-6637 - DONA LISA ANNA BUSCHMANN - AGENT

Telephone number of Surety and agent or representative LICENSED IN NEVADA



ACKNOWLEDGMENT

State of California
County of Placer

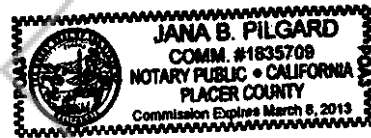
On April 23, 2009 before me, Jana B. Pilgard, Notary Public
(insert name and title of the officer)

personally appeared Kathy Rangel
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  (Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220117

Certificate No. 002453242

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert D. Laux, Joel J. Buschmann, Dona Lisa Buschmann, Susan Fournier, Jana Pilgard, and Kathy Rangel

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of June, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 18th day of June, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23RD day of APRIL, 20 09.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: June 3 2009

THRA Clerk of the 9th Judicial District Court of the State of Nevada, In and for the County of Douglas.

By Carol McHenry Deputy

