

BEN09SLC

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	BEN DOWD EXCAVATING, INC.
SUBJECT/PROJECT:	RANCHMEN'S DITCH 4 X 24" STORM LATERAL CROSSING
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2009
EXPIRATION DATE:	08/25/2009 2059
DESTRUCTION DATE:	01/01/2016

NOTICE TO PROCEED

Date: July 24, 2009
Contractor: Ben Dowd Excavating, Inc.
Project: Ranchmen's Ditch 4x24" Storm Lateral Crossing

In accordance with the contract dated July 13, 2009, the Contractor is hereby notified to begin work on the Project on or before August 7, 2009. The time of completion shall be ? calendar days from the stated beginning date.

The date of completion as determined from the stated date and time is 12 days.

CITY OF GRAND JUNCTION, COLORADO


David Donohue, Project Engineer

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

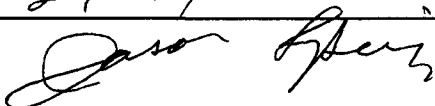
Contractor: Ben Dowd Excavating, Inc.

By: Jason Speir

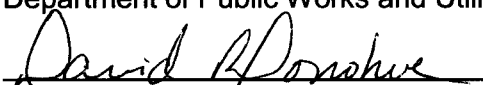
Print Name: Jason Speir

Title: Foreman

Date: 7-24-09



NOTICE OF AWARD

Date: July 24, 2009
Contractor: Ben Dowd Excavating, Inc.
From: City of Grand Junction
Department of Public Works and Utilities

David Donohue, Project Engineer
Project Ranchmen's Ditch 4x24" Storm Lateral Crossing


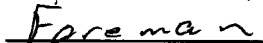
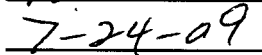
The City of Grand Junction has considered the Bid submitted by the Contractor for the Project, in response to the Invitation to Bid.

The Contractor is hereby notified that the Bid received from the Contractor for the Project in the amount of \$56,177.95 was accepted by the City Council on July 13, 2009. The Contractor is hereby awarded all or portions of the Project described as: the entire project as itemized in the Bid Schedule in the Bid Form.

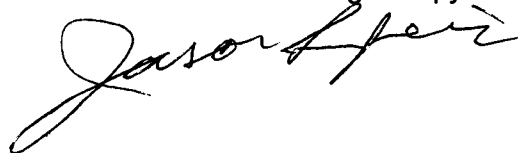
The Contractor is required to execute and submit four (4) copies of the Contract and submit two (2) copies each of the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of the date of this Notice of Award. If the Contractor fails to execute the Contract and furnish the Bonds and Certificates within ten (10) calendar days, the City shall be entitled to forfeiture of the Bid Guaranty to the City. The City shall also be entitled to such other rights as may be granted by law or the Contract Documents.

CONTRACTOR ACKNOWLEDGMENT

Receipt of this Notice to Award is hereby acknowledged:

Contractor: Ben Down Excavating, Inc.
By: 
Title: 
Date: 

The Contractor is required to return an acknowledged copy of this Notice of Award to the City.



CITY OF GRAND JUNCTION, COLORADO
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION

CONTRACT

This CONTRACT made and entered into this 13th day of July,
2009, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **Ben Dowd Excavating, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Storm Sewer Crossing Construction, Patterson Road**.

WHEREAS, the Contract has been awarded to the above named Contractor by the City, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Standard Contract Documents For Capital Improvements Construction (latest edition), completed and signed, as appropriate, by the required parties;
- Quote Documents for the Project; **Storm Sewer Crossing Construction, Patterson Road**;
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Notice of Award.

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in a written Notice to Proceed from the City, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Special Conditions. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the City as set forth in the Special Conditions. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the City the amounts specified in the Special Conditions.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in this Contract and the Contract Documents, the sum of **Fifty Six Thousand One Hundred and Seventy Seven Dollars and Ninety Five Cents (\$56,177.95)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the City at the unit prices quoted in the Bid Form. The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the City. The City shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter signed by the Public Works Director and certified by the Director of Finance.

Unless otherwise provided in the Special Conditions, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the City in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefor; 3. thirty days after the first publication, specifying the exact date, the City shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

ARTICLE 7

Contract Binding: The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the City and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the City nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or

provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Grand Junction, Colorado, has caused this Contract to be subscribed by its City Manager and sealed and attested by its City Clerk in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in four counterparts.

THE CITY OF GRAND JUNCTION, COLORADO

By: [Signature] _____ Date 7/15/09 _____

ATTEST:

By: Stephanie Tuin _____



Ben Dowd Excavation, Inc.

By: [Signature] _____ Date 7-13-09 _____
Title Ben Dowd, President

ATTEST:

By: Rebecca Dowd _____
Title Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/09

PRODUCER HUB SW Grand Junction 2742 Crossroads Blvd P.O. Box 60130 Grand Junction, CO 81506	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Ben Dowd Excavating, Inc. 550 32 Road Clifton, CO 81520	INSURER A: Employers Mutual Casualty Company	21415
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	3X1715709	12/24/08	12/24/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3X1715709	12/24/08	12/24/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Project # F002203 - Install storm sewer crossings. City of Grand Junction is named as Additional Insured with respect to General Liability per attached CG7482(1-08).

CERTIFICATE HOLDER City of Grand Junction 250 N 5th Street Grand Junction, CO 81501	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Robert S. Macbech</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS –
VICARIOUS LIABILITY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. “Bodily injury,” “property damage” or “personal and advertising injury” resulting from any act or omission by, or willful misconduct of the additional insured, whether the sole or a contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured’s “vicarious liability” that is a specific and direct result of your conduct.
- “Vicarious liability” as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.
2. “Bodily injury” or “property damage” occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 3. “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
- C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E.** All other terms and conditions of this policy remain unchanged.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
Ben Dowd Excavating, Inc. _____, a Corporation _____
organized under the laws of the State of Colorado _____, hereinafter referred to as
the "Contractor" and Washington International Insurance Company _____, a
corporation organized under the laws of the State of New Hampshire _____, and
authorized and licensed to transact business in the State of Colorado, hereinafter referred to as
the "Surety," are held and firmly bound unto the City of Grand Junction, Colorado, hereinafter
referred to as the "City", in the penal sum of _____
Fifty Six Thousand One Hundred Seventy Seven Dollars and Ninety Five Cents dollars (\$ 56,177.95
_____), lawful money of the United States of America, for the payment of which sum the
Contractor and Surety bind themselves and their heirs, executors, administrators, successors and
assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the 13th day of July _____, 200⁹,
entered into a written contract with the City for furnishing all labor, materials, equipment, tools,
superintendence, and other facilities and accessories for the construction of _____
2515 Patterson Storm Sewer _____ (the
"Project") and Contract No. F002203, if appropriate, in accordance with the Contract, Special
Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications
and all other Contract Documents therefor which are incorporated herein by reference and made
a part hereof, and are herein referred to as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the
Contractor:

1. Promptly and faithfully observes, abides by and performs each and every
covenant, condition and part of said Contract, including, but not limited to, its
warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited
to, damages caused by delays in performance of the Contract), expenses, costs and
attorneys' fees, that the City sustains resulting from any breach or default by the
Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 15th day of July, 2009.

CONTRACTOR: Ben Dowd Excavating, Inc.

By: *Ben Dowd*

Title: *Pres.*

ATTEST: *Jela Dowd*
Secretary

SURETY: Washington International Insurance Company

By: *Ashley K Bryant*

Title: Attorney-in-Fact/ Ashley K. Bryant



(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
Ben Dowd Excavating, Inc. _____, a Corporation _____ organized under the
laws of the State of Colorado _____, hereinafter referred to as the "Contractor" and _____
Washington International Insurance Company _____, a corporation
organized under the laws of the State of New Hampshire _____, and authorized and licensed to
transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and
firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City," in
the penal sum of Fifty Six Thousand One Hundred Seventy Seven Dollars and Ninety Five Cents
_____ dollars (\$56,177.95 _____),
lawful money of the United States of America, for the payment of which sum the Contractor and
Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 13th day of July _____, 2009,
entered into a written contract with the City for furnishing all labor, materials, equipment, tools,
superintendence, and other facilities and accessories for the construction of _____
2515 Patterson Storm Sewer _____ (the
"Project") and Contract No. F002203, if appropriate, in accordance with the Contract, Special
Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications
and all other Contract Documents therefor which are incorporated herein by reference and made
a part hereof, and are herein referred to as the "Contract".

NOW, THEREFORE, the condition of this payment bond obligation is such that if the
Contractor shall at all times promptly make payments of all amounts lawfully due to all persons
supplying or furnishing it or its subcontractors with labor, materials, rental machinery, tools or
equipment, used or performed in the prosecution of work provided for in the above Contract and
shall indemnify and save harmless the City to the extent of any and all payments in connection
with the carrying out of such Contract which the City may be required to make under the law,
and for all losses, damages, expenses, costs, and attorneys' fees incurred by the City resulting
from the failure of the Contractor to make the payments discussed above, then this obligation
shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that any and all changes in the Contract Documents, or compliance or noncompliance with
the formalities in the Contract for making such changes shall not affect the Surety's obligations

under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 15th day of July, 2009.

CONTRACTOR: Ben Dowd Excavating, Inc.

By: *Ben Dowd*

Title: *Pres.*

ATTEST: *Sela Dowd*
Secretary

SURETY: Washington International Insurance Company

By: *Ashley K. Bryant*

Title: Attorney-in-Fact/ Ashley K. Bryant



(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

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 Itasca, Illinois, each does hereby make, constitute and appoint:

EILEEN A. BLANCHARD, TIMOTHY J. BLANCHARD, ANITA C. KELLER, VIRGINE KORNBLUTH and ASHLEY K. BRYANT

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:

TWENTY-FIVE MILLION (\$25,000,000.00) 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 Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



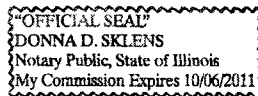
By David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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 1st day of April, 2009.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 1st day of April, 2009, 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.



Donna D. Sklens
Donna D. Sklens, 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 15th day of July, 2009.

James A. Carpenter

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