



# REQUEST FOR COUNCIL ACTION

*Agenda Section:* **Unfinished Business**

*Originating Department:*

*Date:*

**No: 4**

**Public Works**

**6/2/2014**

**Item: Award of Contracts – Asphaltic Materials**

**No. 4.**

## **SUMMARY OF REQUESTED ACTION:**

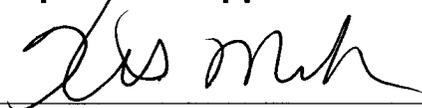
Bids were received for the purchase of Asphaltic Materials. The bids are shown on the attached abstract of bids. Last year's are also available for comparison.

There were two bidders for the Emulsified Asphalt, with Flint Hills Resources being the low bidder at \$82,836.00.

Staff recommendation is for award of the bids to Flint Hills Resources. The 2014 budget for this material is \$93,600.00.

If the Council is in concurrence, approval of the attached resolutions would be in order.

**Department Approval:**



**City Manager Approval:**

**RESOLUTION**

**BE IT RESOLVED** by the City Council of the City of Winona, Minnesota, that it enter into a contract for Emulsified Asphalt in accordance with the specifications dated April 18, 2014, covering the same and on file with the City Clerk, and that the City Manager and City Clerk execute the contract; and

**BE IT FURTHER RESOLVED** that the proposal of Flint Hills Resources, in the amount of \$82,836.00, it being the most favorable proposal received and it being the lowest responsible bidder therefore, be and the same is hereby accepted, and that the bidder execute said contract and furnish bond in the amount of as required by the specifications or by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mark Peterson  
Mayor

Attest:

\_\_\_\_\_  
Monica Hennessy Mohan  
City Clerk

# REQUEST FOR COUNCIL ACTION

<i>Agenda Section:</i> <b>Unfinished Business</b>	<i>Originating Department:</i>	<i>Date:</i>
<b>No: 4</b>	<b>Public Works</b>	<b>6/2/2014</b>

*Item:* **Award of Contracts – Plant Mixed Bituminous Materials**

*No. 4.*

## SUMMARY OF REQUESTED ACTION:

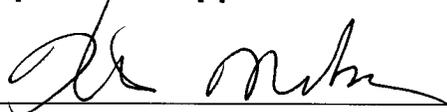
Bids were received for the purchase of Plant Mixed Bituminous Materials. The bids are shown on the attached abstract of bids. Last year's are also available for comparison.

Dunn Blacktop was the only bidder for Plant Mixed Bituminous Materials at \$50,400.00.

Staff recommendation is for award of the bids to Dunn Blacktop. The 2014 budget for this material is \$54,060.00.

If the Council is in concurrence, approval of the attached resolutions would be in order.

**Department Approval:**



**City Manager Approval:**

**RESOLUTION**

**BE IT RESOLVED** by the City Council of the City of Winona, Minnesota, that it enter into a contract for Plant Mixed Bituminous Materials in accordance with the specifications dated April 18, 2014, covering the same and on file with the City Clerk, and that the City Manager and City Clerk execute the contract; and

**BE IT FURTHER RESOLVED** that the proposal of Dunn Blacktop Company, in the amount of \$50,400.00, it being the most favorable proposal received and it being the lowest responsible bidder therefore, be and the same is hereby accepted, and that the bidder execute said contract and furnish bond in the amount of as required by the specifications or by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mark Peterson  
Mayor

Attest:

\_\_\_\_\_  
Monica Hennessy Mohan  
City Clerk

City of Winona, Minnesota

PROPOSAL

May 23, 2014

DUNN BLACKTOP COMPANY  
DIV. OF MATHY CONSTRUCTION CO.

P. O. BOX 208  
Name of Bidder  
WINONA, MINN. 55987

Address City State Zip

for the work of furnishing Plant Mixed Bituminous Materials for the City of Winona, Minnesota.

To the City Council of the City of Winona, Minnesota:

I/we hereby certify that I/we am/are the only person/persons interested in this proposal as principals; that an examination has been made of the specifications including the supplemental requirements contained herein, and understand that the quantities are approximate only and are subject to increase or decrease, and further understand that all quantities of work whether increased or decreased are to be performed at the unit prices stipulated herein; propose to furnish all necessary equipment, tools, labor, and other means of construction and to furnish all materials and do all the work specified in the manner and time prescribed and to do the work at the prices herein set out.

To do all the "extra work" which may be required to complete the work contemplated as set forth in the special provisions of the specifications.

To execute the form of contract within ten (10) days after acceptance of bid in accordance with the bid as accepted and to furnish performance bond with good and sufficient surety or sureties in the full amount of the contract guaranteeing the faithful performance of the work and payment of bills within ten (10) days or forfeit the certified check, cashier's check, or bidder's bond accompanying this proposal in the amount of \$ \_\_\_\_\_ which is at least five percent (5%) of the bid.

To guarantee all work performed under this contract and to renew or repair any work that may be rejected due to defective material or workmanship within two (2) years after acceptance of the work by the City Council.

To begin and complete the work on said project as set forth in the special provisions.

It is our understanding that this proposal cannot be withdrawn within thirty (30) days after the scheduled time for receipt of bids and that the City Council may accept or reject any or all bids.

The following prices are the basis upon which the undersigned will accept the contract and thereafter complete the construction:

**BID SCHEDULE**

**PLANT MIXED BITUMINOUS MATERIALS**

1. MC-800 plant mixed bituminous picked up at plant by City

300 Tons \$ 68.00 Ton \$ 20,400.00

2. SPWEB340C plant mixed bituminous picked up at plant by City

480 Tons \$ 62.50 Ton \$ 30,000.00

**TOTAL:** \$ 50,400.00

If awarded this contract, the name of the bonding company that will furnish the bond securing the contract is:

Western Surety Company  
a corporation organized under the laws of the State of, and the attorney-in-fact of said bonding company who will execute the bond is Jill N. Swanson. The bond will be executed in Hennepin County, State of Minnesota.

Signed: \_\_\_\_\_ PO Address: \_\_\_\_\_  
*As an Individual*

Signed: \_\_\_\_\_ PO Address: \_\_\_\_\_  
*As an Individual*

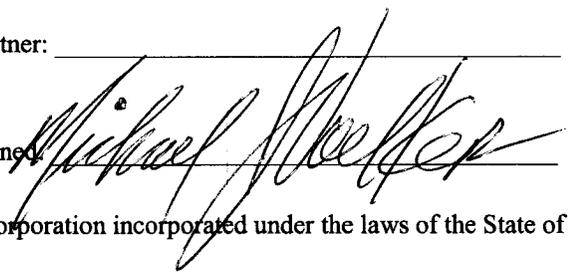
Doing business under the name and style of:

Signed: \_\_\_\_\_ for \_\_\_\_\_  
*A Partnership*

Name Address

Partner: \_\_\_\_\_

Partner: \_\_\_\_\_

Signed:  for **DUNN BLACKTOP COMPANY**  
**DIVN. OF MATHY CONSTRUCTION CO.**  
P. O. BOX 208  
WINONA, MINN. 55987

a corporation incorporated under the laws of the State of Wisconsin.

The following officers of the corporation will execute the contract and performance bond in behalf of the company.

Name Address

President: Scott P Mathy P O B0x 189, Onalaska, WI

Vice President: Tim Jones Above

Secretary: Perry Attleholt Above

Treasurer: Scott P Mathy Above

(Corporate Seal)

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we Dunn Blacktop Division of Mathy Construction Company  
(Here insert full name and address or legal title of Contractor)

P.O. Box 208, Winona, MN 55987

as Principal, hereinafter called the Principal, and Western Surety Company  
(Here insert full name and address or legal title of Surety)

P.O. Box 5077 Sioux Falls, SD 57117-5077

a corporation duly organized under the laws of the State of South Dakota  
as Surety, hereinafter called the Surety, are held and firmly bound unto City Winona, Mn  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent ( 5%) of the Amount  
of the Bid \_\_\_\_\_ Dollars (\$ % ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Plant Mixed Bituminous Materials Asphaltic Materials for Winona Street Dept  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of May 2014

Fred A. Kuehn  
(Witness)

Dunn Blacktop Division of Mathy Construction Company  
(Principal) (Seal)  
Michael [Signature]  
Office Mgr

[Signature]  
(Witness)

Western Surety Company  
(Surety) (Seal)  
Jill N. Swanson  
(Title) Jill N. Swanson, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nina E. Werstein, Teresa Hammers, Barbara L. Raedeke, Laurie Pflug, Jill N. Swanson, Dennis G. Loots, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of November, 2012.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

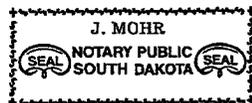
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 6th day of November, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of May, 2014.

WESTERN SURETY COMPANY



*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, the Firemen's Insurance Company of Newark, NJ, and the Continental Insurance Company.

### DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00)

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OR TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.



P.O. Box 64596  
St. Paul, MN 55164-0596  
651.480.3838  
651.480.3874 Fax

May 23, 2014

City of Winona – Public Works  
207 Lafayette Street  
P.O. Box 378  
Winona, MN 55987

Re: Proposal for Asphaltic Material:

Flint Hills Resources is pleased to offer the following bid for the 2014 road construction season. There are several clarifications, listed below, that Flint Hills Resources ("FHR") needs to make concerning our bid.

- In regards to deletions on Page B-1 and P-1, Flint Hills Resources, LP is not a contractor performing work, but rather a supplier of materials. Therefore any reference to tools, equipment, or work and labor does not apply to our bid.
- In regards to Page B-1, Item B-3, prices remain in effect until September 15, 2014. Emulsion products for chip sealing are available from May 15<sup>th</sup> - August 31<sup>st</sup> of 2014.
- In regards to Page P-2, Freight line has been struck out. All freight is included in product price.
- All products will be invoiced by the ton. Gallon prices are for comparison only.
- This gallon per ton data can be expected to vary by 1% or more. The data represents an estimation of typical product characteristics but does not represent a binding specification.

Product	Typical WPG@60F	Approx. Gal/Ton
HFRS-2	8.45	237

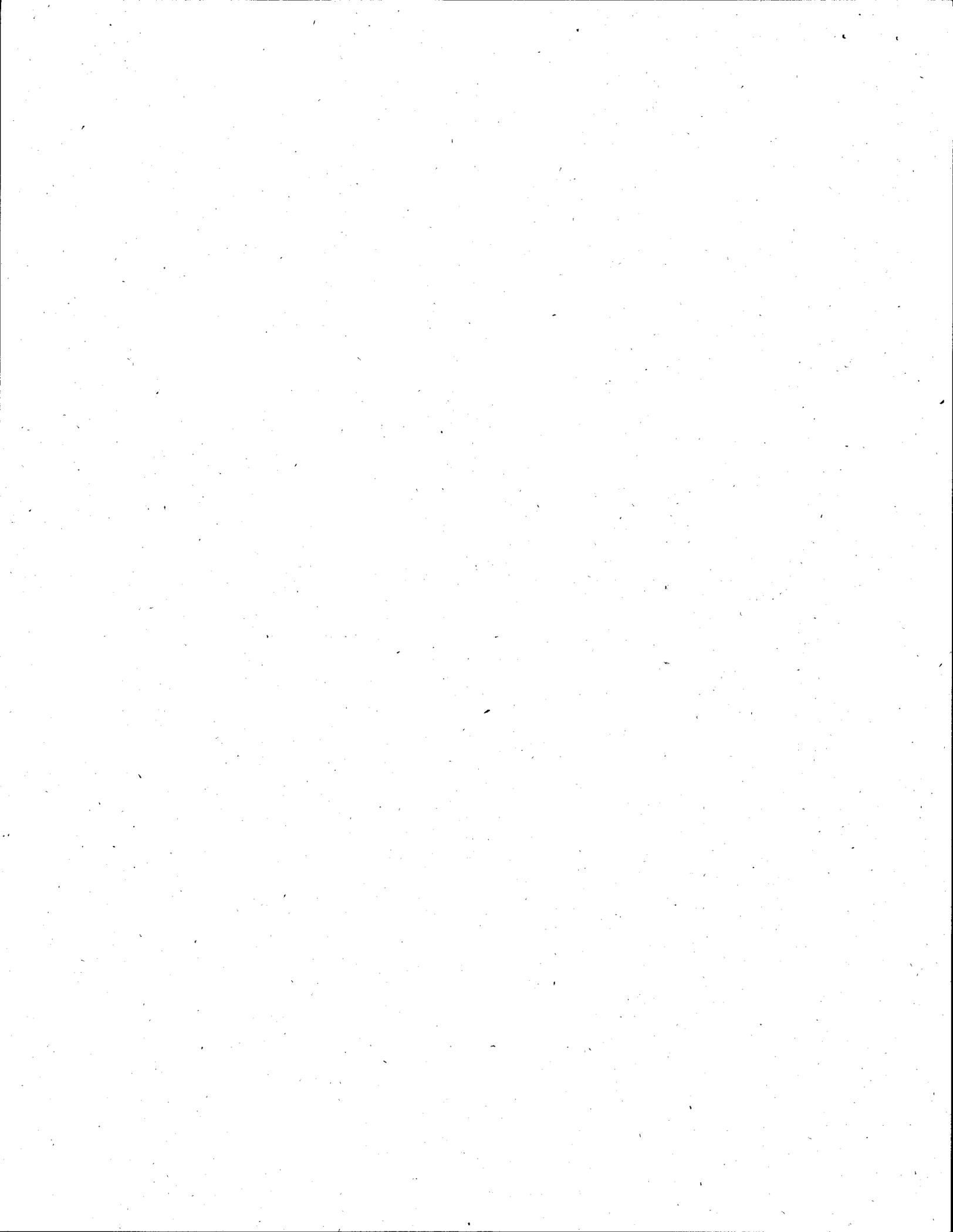
- Testing for all asphaltic product characteristics will be conducted to confirm the product listed on the BOL meets the specification criteria of the Minnesota Department of Transportation based on sampling and testing in accordance with Flint Hills Resources, LP ("FHR") Agency Quality Control Plan on file with such agency at the time of shipment. Acceptance of, or purchase from, a Sales Agreement corresponding to this quote letter will be construed as acceptance of this testing process and/or any other FHR change, modification or deletion contained herein.

All product orders must be made at least 24 hours in advance. Flint Hills Resources appreciates the opportunity to offer this bid and we look forward to working with you in the 2014 season.

Sincerely,

A handwritten signature in cursive script that reads "Robert B. Doyle".

Robert Doyle 651.480.3832

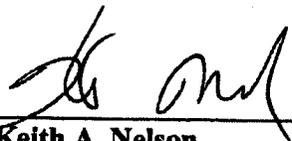


**CITY OF WINONA  
WINONA, MINNESOTA**

**SPECIFICATIONS  
FOR  
ASPHALTIC MATERIALS**

**I hereby certify that these specifications were prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.**

**DATE:** 4/18/2014

  
\_\_\_\_\_  
**Keith A. Nelson  
Assistant City Manager for Public Works  
Reg. No. 17058**

**ADVERTISEMENT FOR BIDS  
FOR FURNISHING  
ASPHALTIC MATERIALS**

**Sealed proposals marked "Asphaltic Materials" will be received at the office of the City Clerk, City Hall, P.O. Box 378, Winona, MN 55987, until 10:00 a.m., Friday, May 23rd, 2014, for furnishing the Winona Street Department with the season's requirements of Asphaltic Materials in accordance with the specifications prepared by the Assistant City Manager for Public Works, City of Winona, Minnesota.**

**Specifications and proposal forms may be obtained at the Engineering Office, City Hall, Winona, MN.**

**All bids must be on the proposal forms furnished.**

**A certified check, cashier's check or bidder's bond shall accompany each bid in an amount equal to five percent (5%) of the bid, made payable to the City of Winona, which shall be forfeited to the City in the event the successful bidder fails to enter into a contract with the City.**

**The City reserves the right to reject any and all bids and to waive informalities.**

**Dated: April 21<sup>st</sup> 2014**

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**Monica Hennessy Mohan  
City Clerk**

CITY OF WINONA  
WINONA, MINNESOTA

SECTION B  
GENERAL INFORMATION

**B1. GENERAL:**

The City of Winona desires to purchase 46,800 gallons more or less of asphaltic materials. The amount of materials actually purchased will vary according to the demand. The emulsion (asphalt HFRS-2) shall be furnished in truck transport lots.

Proposals shall indicate price <sup>per TON</sup> ~~per gallon at 60 degrees F.~~, f.o.b. ~~at refinery~~ or distribution point to any point within the City of Winona, Minnesota, as designated by the City of Winona's Street Superintendent for truck transport.

The contractor shall furnish all ~~labor, equipment and tools~~ required to complete the work as specified. The work shall be completed in every detail despite the omission or specific reference to any minor details. <sup>SUPPLY (S)</sup> ~~All construction work~~ shall be done according to Minnesota Department of Transportation Standard Specifications for Construction dated 2005 edition and updated 2360 specifications.

**B2. METHOD OF BIDDING:**

The ~~Contractor~~ or supplier shall submit an itemized bid on the proposal sheet.

**B3. TERMS OF PAYMENT:**

Asphaltic materials delivered and accepted under these specifications shall be paid for by an estimate to be furnished by the City of Winona's Street Superintendent. The Street Superintendent's estimate will be based on refinery measurements in <sup>TONS (S)</sup> ~~gallons at 60 deg. F.~~ Payments will be made within 30 days after the date of delivery. The price bid shall remain in effect until ~~July 1, 2015.~~ *September 15, 2014*

City of Winona, Minnesota

PROPOSAL

May 23, 2014

FLINT Hills Resources L.P.

Name of Bidder

P.O. Box 64596 St. Paul MN 55164
Address City State Zip

for the work of furnishing Asphaltic Materials for the City of Winona, Minnesota.

To the City Council of the City of Winona, Minnesota:

I/we hereby certify that I/we am/are the only person/persons interested in this proposal as principals; that an examination has been made of the specifications including the supplemental requirements contained herein, and understand that the quantities are approximate only and are subject to increase or decrease, and further understand that all quantities of work whether increased or decreased are to be performed at the unit prices stipulated herein; propose to furnish all necessary equipment, tools, labor, and other means of construction and to furnish all materials and do all the work specified in the manner and time prescribed and to do the work at the prices herein set out.

supply all product To do all the "extra work" which may be required to complete the work contemplated as set forth in the special provisions of the specifications.

To execute the form of contract within ten (10) days after acceptance of bid in accordance with the bid as accepted and to furnish performance bond with good and sufficient surety or sureties in the full amount of the contract guaranteeing the faithful performance of the work and payment of bills within ten (10) days or forfeit the certified check, cashier's check, or bidder's bond accompanying this proposal in the amount of \$ 5% which is at least five percent (5%) of the bid.

supplied product To guarantee all work performed under this contract and to renew or repair any work that may be rejected due to defective material or workmanship within two (2) years after acceptance of the work by the City Council.

To begin and complete the work on said project as set forth in the special provisions.

It is our understanding that this proposal cannot be withdrawn within thirty (30) days after the scheduled time for receipt of bids and that the City Council may accept or reject any or all bids.

The following prices are the basis upon which the undersigned will accept the contract and thereafter complete the construction: supply agreement.

**BID SCHEDULE**

**EMULSIFIED ASPHALT**

Emulsified asphalt HFRS-2(truck transport) f.o.b. ~~refinery at~~ City of Winona

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(a) HFRS-2 46,800 Gal. <sup>Gal. Price for Comparison only</sup> \$ 1.77 Gal. ~~\$97.5~~ TON \$ 419.49 TON \$ 82,849<sup>28</sup>

(b) ~~Freight~~ 46,800 Gal. \$      Gal. \$       
Freight included in Product Price.

TOTAL: \$ 82,849<sup>28</sup>

If awarded this contract, the name of the bonding company that will furnish the bond securing the contract is: American Insurance Company  
a corporation organized under the laws of the State of, and the attorney-in-fact of said bonding company who will execute the bond is Tina Davis. The bond will be executed in Salt Lake County, State of Utah.

Signed: \_\_\_\_\_ PO Address: \_\_\_\_\_  
*As an Individual*

Signed: \_\_\_\_\_ PO Address: \_\_\_\_\_  
*As an Individual*

Doing business under the name and style of: FLint Hills Resources L.P.

Signed: \_\_\_\_\_ for \_\_\_\_\_  
*A Partnership*

Name \_\_\_\_\_ Address \_\_\_\_\_

Partner: \_\_\_\_\_

Partner: \_\_\_\_\_

Signed: Robert B. Doyle for FLint Hills Resources L.P.

Limited Partnership existing  
a corporation incorporated under the laws of the State of Delaware

The following officers of the corporation will execute the contract and performance bond in behalf of the company.

Name \_\_\_\_\_ Address \_\_\_\_\_

President: Brad Razook 4111 E. 37th St. N

Vice President: Brad Urban Wichita, Kansas 67220

Secretary: Alan Holbeck \_\_\_\_\_

Treasurer: Wade Marguardt \_\_\_\_\_



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we FLINT HILLS RESOURCES, LP

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF WINONA

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID Dollars (\$5% OF AMT. BID),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for FURNISHING ASPHALTIC MATERIALS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23RD day of MAY, 2014.



Jessica Arnold (Witness) signature and name

FLINT HILLS RESOURCES, LP (Principal) signature and name LISA HALL (Title) Attorney-In-Fact

Lindsey Plattner (Witness) signature and name

FEDERAL INSURANCE COMPANY (Surety) signature and name TINA DAVIS (Title) Attorney-In-Fact

## POWER OF ATTORNEY

The undersigned entity ("Company") does hereby, effective today, nominate, constitute and appoint each of the persons listed below (collectively, "Agents") with the authority to act individually and without counter signature, as its agents and attorneys with the single power and authority to deliver and apply the corporate seal, on behalf of the Company, to all form and manner of performance bonds, bid bonds, contract bonds, tax bonds, license bonds and all other form and manner of surety bonds for the Company, whether similar or dissimilar (each a "Bond" and collectively, the "Bonds"), after first receiving written instruction, specific to each Bond, from an Authorized Business Representative, to issue such Bond; provided, that in no event shall this authorization extend to any Bond whose individual value exceeds \$2,000,000 (two million dollars), at the time the Bond is issued. The term "Authorized Business Representative" means an employee of the Company certified in writing to Marsh USA Inc. ("Marsh") by a representative of the Risk Solutions Group of Koch Business Solutions, LP as having specific authority to request such Bonds.

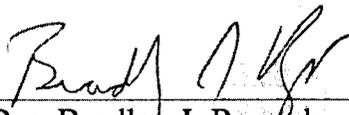
The following, each employees of Marsh, are the Agents appointed hereby:

Tina Davis  
Lisa Hall  
Craig Payne  
Sandra Parker

This Power of Attorney will be effective until it is revoked by Company, or, as to each Agent, until such Agent is no longer an employee of Marsh. The expiry of this Power of Attorney shall not impair nor invalidate any undertaking executed or entered into during its term.

WITNESS the execution hereof by the duly constituted officer of the undersigned on this 19 day of March, 2014.

Flint Hills Resources, LP



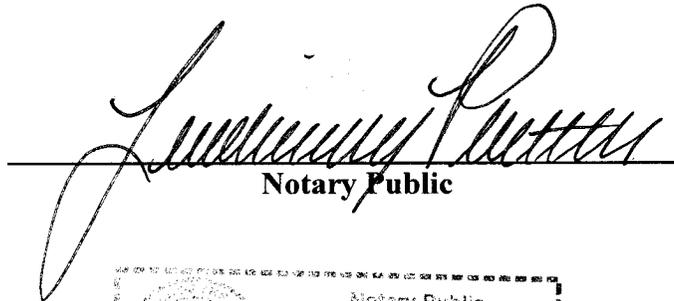
By: Bradley J. Razook  
Title: President & CEO

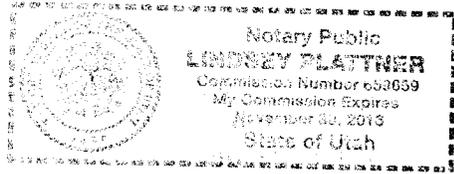


**SURETY ACKNOWLEDGMENT**

STATE OF UTAH                    }  
COUNTY OF SALT LAKE    } **SS**

On this 23RD day of MAY, 2014, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

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

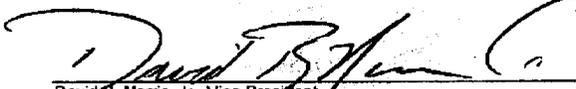
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jessica Arnold, Tina Davis, Lisa Hall and Lindsey Plattner of Salt Lake City, Utah**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **27th** day of **March, 2013**.

  
\_\_\_\_\_  
David J. Edwards, Assistant Secretary

  
\_\_\_\_\_  
David B. Norris, Jr., Vice President

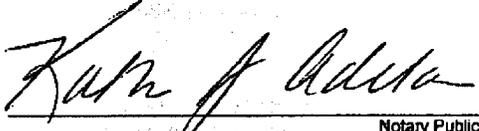
STATE OF NEW JERSEY  
County of Somerset ss.

On this **27th** day of **March, 2013** before me, a Notary Public of New Jersey, personally came David J. Edwards, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said David J. Edwards, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No 2316685  
Commission Expires July 16, 2014**

  
\_\_\_\_\_  
Notary Public

**CERTIFICATION**

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

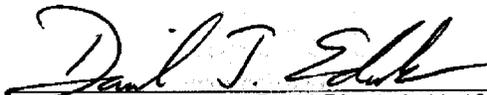
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, David J. Edwards, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **23RD** day of **MAY, 2014**



  
\_\_\_\_\_  
David J. Edwards, Assistant Secretary

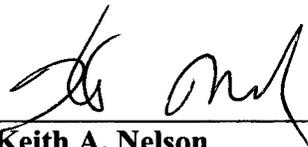
**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com**

**CITY OF WINONA  
WINONA, MINNESOTA**

**SPECIFICATIONS  
FOR  
ASPHALTIC MATERIALS**

**I hereby certify that these specifications were prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.**

**DATE:** 4/18/2014

  
\_\_\_\_\_  
**Keith A. Nelson**  
**Assistant City Manager for Public Works**  
**Reg. No. 17058**

**ADVERTISEMENT FOR BIDS  
FOR FURNISHING  
ASPHALTIC MATERIALS**

**Sealed proposals marked "Asphaltic Materials" will be received at the office of the City Clerk, City Hall, P.O. Box 378, Winona, MN 55987, until 10:00 a.m., Friday, May 23rd, 2014, for furnishing the Winona Street Department with the season's requirements of Asphaltic Materials in accordance with the specifications prepared by the Assistant City Manager for Public Works, City of Winona, Minnesota.**

**Specifications and proposal forms may be obtained at the Engineering Office, City Hall, Winona, MN.**

**All bids must be on the proposal forms furnished.**

**A certified check, cashier's check or bidder's bond shall accompany each bid in an amount equal to five percent (5%) of the bid, made payable to the City of Winona, which shall be forfeited to the City in the event the successful bidder fails to enter into a contract with the City.**

**The City reserves the right to reject any and all bids and to waive informalities.**

**Dated: April 21<sup>st</sup> 2014**

---

**Monica Hennessy Mohan  
City Clerk**

**CITY OF WINONA  
WINONA, MINNESOTA**

**SECTION B  
GENERAL INFORMATION**

**B1. GENERAL:**

The City of Winona desires to purchase 46,800 gallons more or less of asphaltic materials. The amount of materials actually purchased will vary according to the demand. The emulsion (asphalt HFRS-2) shall be furnished in truck transport lots.

Proposals shall indicate price per gallon at 60 degrees F., f.o.b. at refinery or distribution point to any point within the City of Winona, Minnesota, as designated by the City of Winona's Street Superintendent for truck transport.

The contractor shall furnish all labor, equipment and tools required to complete the work as specified. The work shall be completed in every detail despite the omission or specific reference to any minor details. All construction work shall be done according to Minnesota Department of Transportation Standard Specifications for Construction dated 2005 edition and updated 2360 specifications.

**B2. METHOD OF BIDDING:**

The Contractor or supplier shall submit an itemized bid on the proposal sheet.

**B3. TERMS OF PAYMENT:**

Asphaltic materials delivered and accepted under these specifications shall be paid for by an estimate to be furnished by the City of Winona's Street Superintendent. The Street Superintendent's estimate will be based on refinery measurements in gallons at 60 deg. F. Payments will be made within 30 days after the date of delivery. The price bid shall remain in effect until July 1, 2015.

City of Winona, Minnesota

**PROPOSAL**

\_\_\_\_\_ May 23 \_\_\_\_\_, 2014

Henry G. Meigs, LLC

*Name of Bidder*

1220 Superior Street	Portage	WI	53901
<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

for the work of furnishing **Asphaltic Materials** for the City of Winona, Minnesota.

**To the City Council of the City of Winona, Minnesota:**

I/we hereby certify that I/we am/are the only person/persons interested in this proposal as principals; that an examination has been made of the specifications including the supplemental requirements contained herein, and understand that the quantities are approximate only and are subject to increase or decrease, and further understand that all quantities of work whether increased or decreased are to be performed at the unit prices stipulated herein; propose to furnish all necessary equipment, tools, labor, and other means of construction and to furnish all materials and do all the work specified in the manner and time prescribed and to do the work at the prices herein set out.

To do all the "extra work" which may be required to complete the work contemplated as set forth in the special provisions of the specifications.

To execute the form of contract within ten (10) days after acceptance of bid in accordance with the bid as accepted and to furnish performance bond with good and sufficient surety or sureties in the full amount of the contract guaranteeing the faithful performance of the work and payment of bills within ten (10) days or forfeit the certified check, cashier's check, or bidder's bond accompanying this proposal in the amount of \$ \_\_\_\_\_ which is at least five percent (5%) of the bid.

To guarantee all work performed under this contract and to renew or repair any work that may be rejected due to defective material or workmanship within two (2) years after acceptance of the work by the City Council.

To begin and complete the work on said project as set forth in the special provisions.

It is our understanding that this proposal cannot be withdrawn within thirty (30) days after the scheduled time for receipt of bids and that the City Council may accept or reject any or all bids.

The following prices are the basis upon which the undersigned will accept the contract and thereafter complete the construction:

**BID SCHEDULE**

**EMULSIFIED ASPHALT**

**Emulsified asphalt HFRS-2(truck transport) f.o.b. refinery at**

---

(a)	HFRS-2	46,800 Gal.	\$ <u>2.0600</u> Gal.	\$ <u>96,408.00</u>
(b)	Freight	46,800 Gal.	\$ <u>0.0500</u> Gal.	\$ <u>2,340.00</u>

**TOTAL:**           \$ 98,748.00

If awarded this contract, the name of the bonding company that will furnish the bond securing the contract is:

\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and the attorney-in-fact of said bonding company who will execute the bond is \_\_\_\_\_. The bond will be executed in \_\_\_\_\_ County, State of \_\_\_\_\_.

Signed: \_\_\_\_\_ PO Address: \_\_\_\_\_  
*As an Individual*

Signed: \_\_\_\_\_ PO Address: \_\_\_\_\_  
*As an Individual*

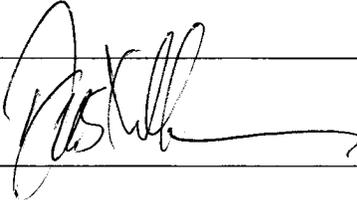
Doing business under the name and style of: \_\_\_\_\_

Signed: \_\_\_\_\_ for \_\_\_\_\_  
*A Partnership*

*Name* \_\_\_\_\_ *Address* \_\_\_\_\_

Partner: \_\_\_\_\_

Partner: \_\_\_\_\_

Signed:  \_\_\_\_\_ for Henry G. Meigs, LLC

a corporation incorporated under the laws of the State of \_\_\_\_\_ Wisconsin \_\_\_\_\_.

The following officers of the corporation will execute the contract and performance bond in behalf of the company.

<i>Name</i>	<i>Address</i>
President: <u>Dustin T. Mueller</u>	<u>1220 Superior St., Portage, WI 53901</u>
Vice President: <u>Dan F. Drew</u>	<u>1220 Superior St., Portage, WI 53901</u>
Secretary: <u>Dustin T. Mueller</u>	<u>1220 Superior St., Portage, WI 53901</u>
Treasurer: <u>Randy C. Scott</u>	<u>1220 Superior St., Portage, WI 53901</u>

(Corporate Seal)

Bond No. \_\_\_\_\_

**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we HENRY G. MEIGS, LLC  
1220 SUPERIOR ST., PORTAGE, WI 53901

as Principal hereinafter called the Principal, and OLD REPUBLIC SURETY COMPANY  
a corporation duly organized under the laws of the state of WISCONSIN as Surety, hereinafter called the Surety,  
are held and firmly bound unto CITY OF WINONA, MN

as Obligee, hereinafter called the Obligee, in the sum of FIVE PER CENT OF TOTAL AMOUNT BID -----

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for HFRS-2

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30TH day of APRIL, 2014

Rachel Zptar  
Witness

HENRY G. MEIGS, LLC  
Principal (Seal)  
By: [Signature] AS PRESIDENT  
Name/Title

Amy Bates  
Witness

OLD REPUBLIC SURETY COMPANY  
Surety  
By: [Signature]  
DUANE MISIEWICZ Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GREG MISIEWICZ, DUANE MISIEWICZ, OF NEW BERLIN, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS(\$750,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of JANUARY, 2014.

OLD REPUBLIC SURETY COMPANY

*Phyllis M. Johnson*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 7TH day of JANUARY, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public  
My commission expires: 9/28/2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5052



Signed and sealed at the City of Brookfield, WI this 30th day of April, 2014.

*Janet Cherny*  
Assistant Secretary

MM INSURANCE ASSOC., INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID



## Exclusive Surface Treatment

# Warranty

*As your SINGLE SOURCE SUPPLIER of both emulsion and application services, should your chip seal project prematurely fail within the first 12 months after completion as a direct result of the asphalt emulsion or distributor equipment, H.G. Meigs will replace the emulsion at absolutely no cost.*

### GUARANTEED SERVICES

- \* Complimentary aggregate analysis to include sampling, evaluation and a written report prior to the project to identify any negative properties that could impact performance before construction begins.
- \* Certified analysis of the asphalt emulsion used on each project conducted by the Asphalt Technologies Group Testing Center of Excellence guaranteeing to meet all WisDOT and AASHTO specifications.
- \* A minimum of two Meigs fully calibrated 7,000 gallon Etnyre emulsion distributors will be assigned to each project. Three distributors will be assigned when deemed necessary for the overall success of the project.
- \* All Meigs tanker trucks will be equipped with real time tracking (GPS) devices to help locate and assure precise deliveries to each specified site.
- \* A fully trained and experienced distributor and shuttle operator will be assigned to each project., allowing the construction process to continue with little to no interruption.
- \* On Time Emulsion Delivery Guarantee assures you that anytime the project is delayed as a direct result of late deliveries, you will be reimbursed at the rate of \$400 per hour.
- \* An experienced field representative will be available on each project to offer assistance where needed.
- \* A written report of each completed project is maintained to record statistical data collected during the construction process to include weather conditions, pavement characteristics, emulsion application rate requested, aggregate conditions, distance between equipment, roller patterns and any other information deemed valuable to the overall success of the project.

Dustin T. Mueller, President

