

"Amended"

Amended 3-11-19

Sponsor: Elliott/Ondra

ORDINANCE NO. 06-19

AN ORDINANCE OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO TO ACCEPT THE BID OF KENT POWER CORPORATION FOR THE JAMESTOWN SUBSTATION EXCAVATION PROJECT AS IT WAS THE LOWEST AND BEST RESPONSIVE BID SUBMITTED AND DECLARING AN EMERGENCY.

WHEREAS, in response to a request for bids for the Jamestown Substation Excavation Project for the City of Jackson, bids have been reviewed and a determination has been made as to the lowest and best responsive bid; and

WHEREAS, it has been determined that the lowest and best responsive bid was from Kent Power Corporation for the construction of the Jamestown Substation Excavation Project for a total cost of \$4,027,569.00 that included materials already purchased by the City leaving a total cost not to exceed \$1,552,469.00 to be paid from account # None or other provisions; and 405-75555-54005

WHEREAS, the immediate passage of this ordinance constitutes an emergency as delay may cause an increase in price due and for the further reason that the immediate completion of the Jamestown Substation Excavation Project will be beneficial to the operation of City services and is necessary for the preservation of the public's health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

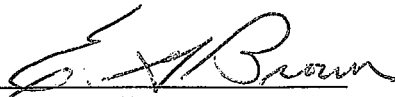
Section 1. The legislative authority of the City of Jackson hereby authorizes the Mayor or Director of Service and Public Safety of the City of Jackson, Ohio to accept the bid submitted and to award a contract to Kent Power Corporation for a cost not to exceed \$1,552,469.00 to be paid from account # 405-75555-54005.

Section 2. This matter is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, Ohio.

Section 3. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

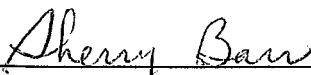
It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this Ordinance were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, wherein meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 18th
day of March, 2019.



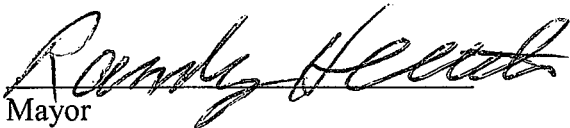
President of Council

ATTEST:



Clerk of the Legislative Authority

Approved this 18th day of March, 2019.



Mayor



February 19, 2019

Bill Sheward
City of Jackson Electric Department
145 Broadway Street
Jackson, OH 45640

Dear Bill:

On February 12, 2019, the City of Jackson held the bid opening for the project referenced below. Power System Engineering has reviewed the bids. The results of our review of the bids is summarized as follows.

Jamestown Substation Excavation Bid

Six bids were received and based upon our review and tabulation of the bids, the lowest bid was submitted by Kent Power based in Kent City, MI in the amount of \$4,027,569.00.

The following summarizes the bids:

Contractor	Bid	Order
Kent Power	\$4,027,569.00	1
Davis H. Elliott	\$4,426,600.00	2
Thompson Electric	\$4,570,319.34	3
Nitro Construction Services	\$4,614,859.00	4
Vaughn Industries	\$4,699,311.95	5

We did not observe any price irregularities in the bid submitted by Kent Power.

It is advisable that you review this letter and the bids with your attorney. After the City of Jackson reviews the bids and makes a decision concerning award of the contract, your attorney will need to provide a legal opinion on the bidding process.

We will be mailing all the original bids that were received back to the City of Jackson. If checks for the Bid Bonds were received, all but the three lowest bidders may be returned now. The remaining Bid Bonds should be retained until a contract is executed. Upon contract execution, the Bid Bonds of the remaining unsuccessful bidders may be returned.

Upon receiving approval from City Council for award of the contract, we will prepare contract forms for execution.

We have appreciated the opportunity to work with you on the construction labor portion of the Jamestown Substation project and look forward to the successful completion of this phase.

Please contact us if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McCutcheon". The signature is written in a cursive, flowing style.

Kevin L. McCutcheon
Regional Manager – Utility Engineering Services

SECTION 00 52 00 – CONTRACT

CITY OF JACKSON, OHIO

JAMESTOWN SUBSTATION CONSTRUCTION

THIS CONTRACT, made this ____ day of _____, by and between Kent Power hereinafter called the "CONTRACTOR", and City of Jackson, 145 Broadway Street, Jackson, OH 45640 hereinafter called the "OWNER".

WITNESSETH: That the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK: The Contractor shall perform everything required to be performed and shall provide and furnish the labor, and/or equipment, materials, necessary tools, expendable equipment and all utility and transportation services required to:

Complete construction of the Jamestown sub including purchase and installation of equipment and materials as described in the plans and specification.

all in accordance with the drawings and specifications, including any and all addenda, prepared by POWER SYSTEM ENGINEERING, INC., "ENGINEER", which drawings and specifications are made part of this Contract; and in strict compliance with the Contractor's proposal and other component parts of the Contract Documents herein mentioned, which are a part of this Contract. The Contractor shall do everything required by this Contract including all the component parts of the Contract Documents constituting a part hereof.

ARTICLE II, CONTRACT PRICE: The Owner shall pay to the Contractor for the performance of this Contract, subject to any addition or deduction provided therein, in current United States funds, the amount of \$1,552,469 Dollars and 00 Cents (\$_____). This said amount includes

Complete construction of the Jamestown substation including purchase and installation of equipment and materials as described in the plans and specifications.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract Documents made a part of this Contract.

ARTICLE III, CONTRACT DOCUMENTS: The Contract Documents consist of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. All documents as outlined in the Table of Contents.
2. Agreed upon clarifications between the Owner and Contractor after receipt of proposal.
3. The Contractor's proposal.
4. All other documents affixed to this Contract.

And I feel
good & free

ORD. NO. APPROVED ON
DATE APPROVED

TIME

REMITTED BY: Valued Customer Robert

REMITTED BY:

In the event that any of the provisions in any of the above component parts of this Contract conflict with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV, CONTRACT EXECUTION: This Contract is executed in triplicate.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed the day and year first above written.

CONTRACTOR:

Attest:

By _____

(CORPORATE SEAL)

Print Name _____

Title _____

By _____

(CORPORATE SEAL)

Print Name _____

Title _____

OWNER:

City of Jackson
145 Broadway Street
Jackson, OH 45640

Attest:

By _____

Print Name _____

Title _____

By _____ (Seal)

Print Name _____

Title _____

INSTRUCTIONS FOR EXECUTING THE CONTRACT

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with an official signature. The name of the signing party or parties shall be printed legibly under all signatures to the Contract.

If the Contractor be a corporation the following certificate shall be executed:

I, _____, certify that I am the _____ secretary of the corporation named as

Contractor herein; that _____ who signed the foregoing Contract on behalf of the

Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

By _____ (Seal)

Title _____

In lieu of the foregoing certificate there may be attached to the Contract, a certified copy of the resolution of the board of directors of the corporation evidencing the authority of such official to sign the Contract.

The Contract shall also bear the attesting signature of the secretary or the assistant secretary of the corporation, and impressions of the corporate seal where indicated if a seal exists. Contracts which are signed by the secretary of the corporation shall be attested by some other officer of the corporation. If the corporation has no seal, include a statement or notation stating that the corporation has no seal.

If the Contractor be a partnership, the trade name (if the Contractor be operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by each partner. If the Contract is not signed by each partner, there shall be attached to the Contract, a duly authenticated power of attorney executed by the partners evidencing the signer's authority to sign such Contract for and in behalf of the partnership or the partner.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If the Contract is signed by one other than the individual, there shall be attached to the Contract, a duly authenticated power of attorney executed by the individual evidencing the signer's authority to sign such Contract for and in behalf of the individual.

END OF SECTION



February 11, 2019

Jackson Ohio Jamestown Substation

Clarifications

Document List and Dates

- Please be aware that a delay in receiving a PO for this project may affect our ability to start the project as scheduled.
- This price is based on construction per the provided schedule/timeline. If the schedule is needed to be changed due to reasons above and out of our control, additional charges will be applicable.
- Our pricing is valid for 30 days from submission. Should an award letter or PO be issued after the 30-day time period, we reserve the right to reprice any and all related items.
- If KPI crews or subcontractors have to demobilize and remobilize for reasons unplanned and outside of our control, an extra will be paid.

Power Line Division, Substation Division, Natural Gas Division, Cellular Division, Steel Structures Division, Renewable Energy Division

70 Spring St., Kent City, MI 49330 • (616) 678-5775 phone • (616) 678-4100 fax • www.kentpower.com

City of Jackson Jamestown Substation
Contract Labor and Materials Tabulation

Item	Description	Quantity	Contractor Furnished LABOR	Contractor Furnished MATERIALS	Owner Furnished MATERIALS	Total Materials	Labor & Materials	Extended Price Labor and Materials
A1	138 kV Dead end structure, conductor, insulator and fittings	1	\$ 381.00			\$ -	\$ 381.00	\$ 381.00
A2	138kV Switch Structures with anchor bolts, nuts, and washers	3	\$ 144.00			\$ -	\$ 444.00	\$ 432.00
A3	138kV Bus support structures with bus, insulators, fittings, anchor bolts, nuts & washers	6	\$ 64.00			\$ -	\$ 64.00	\$ 384.00
A4	15kV 5 Bay Structure including conductor, insulators & fittings	1	\$ 19,053.00			\$ -	\$ 19,053.00	\$ 19,053.00
A5	15kV Switch Structure, bus, insulators & fittings	2	\$ 572.00			\$ -	\$ 572.00	\$ 1,144.00
A6	15kV Bus support structures with bus, insulators, fittings & anchor bolts	5	\$ 381.00			\$ -	\$ 381.00	\$ 1,905.00
A7	Shielding Masts including hardware, anchor bolts, nuts & washers	3	\$ 572.00			\$ -	\$ 572.00	\$ 1,716.00
A8	Lighting pole, direct burial 40'	1	\$ 200.00			\$ -	\$ 200.00	\$ 200.00
B1	138kV, 2000 Amp 3ph motor-operated switch	1	\$ 200.00			\$ -	\$ 200.00	\$ 200.00
B2	138kV 1200 Amp 3 ph gang operated air switch	3	\$ 3,430.00			\$ -	\$ 3,430.00	\$ 10,290.00
B3	15kV, 3000 Amp 30 Motor-operated dead break switch	2	\$ 100.00			\$ -	\$ 100.00	\$ 200.00
B4	15kV, 1200 Amp, 30 Horizontally mounted Gang Operated Switch (Transfer Bus)	5	\$ 172.00			\$ -	\$ 172.00	\$ 860.00
B5	15kV, 2000 Amp, 30 Horizontally mounted Gang Operated Switch (Main & Transfer Bus Tie)	2	\$ 2,858.00			\$ -	\$ 2,858.00	\$ 5,716.00
D1	15kV, 1200 Amp, 10 Recloser hookstick disconnect switch	30	\$ 191.00			\$ -	\$ 191.00	\$ 5,730.00
D2	15kV 1200 AMP type RBI voltage regulator disconnect & bypass switch	15	\$ 200.00			\$ -	\$ 200.00	\$ 3,000.00
D3	15kV 200 amp Fused Disconnect	11	\$ 95.00			\$ -	\$ 95.00	\$ 1,045.00
C1	42kV MCOV Station Class Arresters	3	\$ 50.00			\$ -	\$ 50.00	\$ 150.00
C2	8.4kV MCOV Station Class Arresters	12	\$ 100.00			\$ -	\$ 100.00	\$ 1,200.00
Q1	Wire, Bus, Insulators, and Fittings as required	1	\$ 30,948.00			\$ -	\$ 30,948.00	\$ 30,948.00
	ALL MATERIAL ABOVE INCLUDED IN STEEL PACKAGE INCLUDING INSTALLATION AND ASSEMBLY	1				\$ 700,000.00	\$ 700,000.00	\$ 700,000.00
	TOTAL							
Item	Description	Quantity	Contractor Furnished LABOR	Contractor Furnished MATERIALS	Owner Furnished MATERIALS	Total Materials	Labor & Materials	Extended Price Labor and Materials
H1	138/69-13.2kV 25/33/42 MVA transformer, including jumpers, bus work and fittings	2	\$ 4,573.00			\$ 600,000.00	\$ 604,573.00	\$ 1,209,146.00
I1	7.62 kV Single phase voltage regulator and control, including jumpers, installation and fittings	12	\$ 286.00			\$ 20,000.00	\$ 20,286.00	\$ 243,432.00
E1	138kV Breaker including jumpers, installation, and fittings	2	\$ 953.00			\$ 62,000.00	\$ 62,953.00	\$ 125,906.00
F1	15kV Cooper NOVA Recloser with Form 6 Controls	4	\$ 432.00			\$ 20,000.00	\$ 20,432.00	\$ 81,728.00
K1	Below Grade Conduit and Duct Bank (Lot)	1	\$ 28,126.00	\$ 10,395.00		\$ 10,395.00	\$ 38,521.00	\$ 38,521.00
K2	Above Grade Conduit (Lot)	1	\$ 7,886.00	\$ 3,465.00		\$ 3,465.00	\$ 11,351.00	\$ 11,351.00
K3	Substation Cable Trench, Precast including material and installation	1	\$ 19,355.00	\$ 4,452.00		\$ 4,452.00	\$ 23,807.00	\$ 23,807.00
K4	Power, control and instrument cable including installation and dead end termination (Lot)	1	\$ 28,188.00	\$ 9,584.00		\$ 9,584.00	\$ 37,773.00	\$ 37,773.00
J1	Fiber Pull to Regulators, Reclosers, Transformer and Breakers	1	\$ 6,735.00			\$ -	\$ 6,735.00	\$ 6,735.00
L1	138 kV Deadend Structure A1 Foundation (Detail A)	2		\$ 26,603.00		\$ 26,603.00	\$ 26,603.00	\$ 53,206.00
L2	15 kV Switch Structure Foundation (Detail E)	8		\$ 5,450.00		\$ 5,450.00	\$ 5,450.00	\$ 43,600.00

SECTION 00 41 13 - PROPOSAL
CITY OF JACKSON, OHIO
JAMESTOWN SUBSTATION CONSTRUCTION

* All bids shall be in U.S. Dollars in lawful money of the United States of America.

TO: City of Jackson, Ohio (Hereinafter called the "Owner")

1 Delivered Price:

(Base Bid) - Total Price to furnish and deliver substation construction as specified.

\$ 4,027,569.00

\$ Four Million Twenty-Seven Thousand Five Hundred Sixty-Nine dollars, and No cents.

Exceptions to base bid shall be clearly identified on a separate sheet indicating any and all equipment that deviates from the specifications herein. The bidder may present exceptions to the base bid as an alternative bid and the Owner will evaluate and award the Contract with considerations to any exceptions to the base bid.

2 Alternate Bid:

Alternate bid assuming the alternate items are acceptable.

\$ N/A

\$ _____ dollars, and _____ cents.

3 The equipment proposed is strictly in accordance with the specifications; if not, list all exceptions clearly on a separate sheet and identify them as such. **(Yes/No)**

4 Anticipated Schedule (by calendar days or date) After Notice of Bid Acceptance:

A. Approximate start of construction

2 Week after Bid Award

B. Anticipated lead time for below grade work to be completed

12 Weeks

C. Anticipated lead time to complete the entire work

22 Weeks

5 Construction Unit Cost Breakdown:

Please reference Exhibit 4 – Contract Labor and Materials Tabulation spreadsheet.

6 **Cost Information for Reference – Per Unit Foundation Costs:**

Please reference Exhibit 4 – Contract Labor and Materials Tabulation spreadsheet.

7 **Unit Adjustment Prices (prices for the following will be used as adders for additional material and deducts for items removed from the project):**

Please reference Exhibit 4 – Contract Labor and Materials Tabulation spreadsheet.

8 The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Date	Addendum #
<u>2/1/19</u>	<u>1</u>
<u>2/11/19</u>	<u>2</u>
<u>2/12/19</u>	<u>3</u>

- (a) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the materials and equipment.
- (b) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (c) BIDDER certifies that this proposal is made and submitted without fraud or collusion with any other firm or corporation whatsoever. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- (d) The BIDDER acknowledges the right of the OWNER to reject any or all Bids, waive any irregularities or informalities therein and award the Contract to other than the lowest evaluated Bidder if, in its discretion, the interests of the OWNER would be best served thereby.
- 9 The BIDDER will complete the Work for the prices shown in the above proposal. The award of the contract will be made to the lowest, responsible bidder, based on the proposal with the lowest TOTAL EVALUATED BID PRICE. The OWNER reserves the right to delete from, or add items of work to, the lowest acceptable evaluated bid. No compensation will be paid if deletions are made. All bids shall include sales tax and all applicable taxes and fees if required.
- 10 City of Jackson, Ohio is a tax-exempt entity. Tax exempt information can be provided to the successful bidder if required.
- 11 The following documents are attached to and made a condition of this Bid:
- (a) Required bid security in the form of a Certified Check or Bid Bond, being at least five percent (5%) of the amount bid, and made payable to the OWNER.

Submitted by (Bidder): Kent Power Inc.

ADDRESS: 7800 Childsdale Avenue

Rockford, MI 49341

AUTHORIZED REPRESENTATIVE: Troy Kent

SIGNATURE: 

DATE: February 11, 2019

TITLE: President

END OF SECTION

SECTION 00 42 20 - PROPOSED SUBCONTRACTORS

CITY OF JACKSON, OHIO

JAMESTOWN SUBSTATION CONSTRUCTION

List the name and address of all subcontractors who will perform work in relation to this contract:

Subcontractor

Work

Great Lakes Construction Co.
2608 Great Lakes Way
Hinckley, OH 44233-9590

Excavation/Concrete Work

NOTE: Failure to complete this list may result in rejection of bid. Statements such as "to be determined" are not acceptable.

CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

Kent Power Inc
7800 Childsdale Avenue NE
Rockford MI 49341

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Jackson Ohio
145 Broadway Street
Jackson OH 45640

BOND AMOUNT: Five percent of the accompanying bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

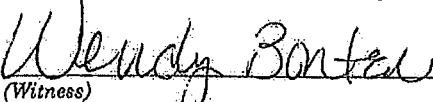
New Jamestown Substation

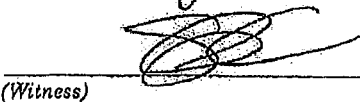
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

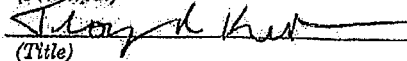
Signed and sealed this 12th day of February, 2019.


(Witness)


(Witness)

Kent Power Inc

(Principal)


(Title)

Western Surety Company

(Surety)


(Title) Tammy VandeStell, 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

Tammy Vander Stelt, Randall Phelps, John B Rogers, James McKinley, Kateri Ann Schutt, Sean Casey, Dean Roberts, John Banovetz, Individually

of Grand Rapids, MI, 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 2nd day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of February, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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.