SAPULPA MUNICIPAL AUTHORITY MEETING

CITY HALL - 425 EAST DEWEY AVENUE COUNCIL CHAMBERS, 2ND FLOOR 7:00 P.M., MONDAY, MAY 7, 2018

MEETING PROCEDURE: Comments from the public are welcome at two different times during the course of the meeting. A Sign in Sheet is located at the back of the room. Those wishing to address the Municipal Authority are to sign in prior to the start of the meeting and identify the item(s) they wish to address. Comments concerning items scheduled on the Agenda will be heard immediately following the presentation by staff or petitioner and Comments concerning items not scheduled on the Agenda will only be heard under the Public Comments section. The Municipal Authority will act on an Item after all comments have been heard.

PLEASE COME TO THE PODIUM WHEN THE CHAIRMAN CALLS YOUR NAME

- AGENDA -

- 1. CALL TO ORDER.
- 2. ROLL CALL.
- 3. MINUTES.
 - **A.** Consider approving April 16, 2018, minutes of the Regular Municipal Authority meeting.
- 4. APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.
- **CONSENT ITEMS:** All matters under "Consent" are considered by the Municipal Authority to be routine and will be enacted by one motion. Any Municipal Authority Trustee may, however, remove an item from consent by request.
 - **A.** Consider approving Claims in the amount of \$550,679.73. (Refer to: Purchase Order Claim Register with City Agenda)
- 6. PUBLIC HEARINGS.

7. ADMINISTRATION.

- A. Discussion and possible action regarding close-out of the Dewey Avenue Connection wastewater line project with B&B Utility, LC, and payment of the final pay request in the amount of \$11,562.30. This also includes the approval of one change order due resulting in a \$175.25 increase in the project cost. The total project cost (less liquidated damages) is \$50,983.03. This includes the approval of all close out documents; establishing the warranty date effective March 24, 2018 through March 23, 2019.
- 8. <u>NEW BUSINESS.</u>
- 9. <u>INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.</u>
- 10. <u>PUBLIC COMMENTS:</u> The purpose of the Public Comments Section of the Agenda is for members of the public to speak to the Municipal Authority on any subject not scheduled on the Regular Agenda. The Municipal Authority shall make no decision or action, except to direct the Trust Manager to take action, or to schedule the matter for Municipal Authority discussion at a later date.

Please come to the podium when the Chairman calls your name and keep your comments as brief as possible.

11. ADJOURNMENT.

Posted this	day of	, 2018 at or before 5:00 p.m., at the Sapulpa
City Hall, $4\overline{25}$	East Dewey, Sapulpa, Oklahoma.	

Name: Anna Jo Fife

Title: Administrative Assistant



AGENDA ITEM

Municipal Authority Regular

3.A.

Meeting Date: May 7, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving April 16, 2018, minutes of the Regular Municipal Authority meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.04-16-2018 sma

DRAFT

SAPULPA MUNICIPAL AUTHORITY

TRUST PROCEEDINGS Meeting of April 16, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, April 16, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Chairman Reg Green

Vice-Chairman Louis Martin Trustee John Anderson Trustee Marty Cummins Trustee Wes Galloway Trustee Craig Henderson Trustee Alan Jones

Trustee Hugo Naifeh
Trustee Charles Stephens
Trustee Carla Stinnett

Staff Present: Joan Riley, Trust Manager; Rick Rumsey, Assistant Trust Manager; Pam Vann, Trust Treasurer; David Widdoes, Trust Attorney; Shirley Burzio, Secretary

1. MINUTES, CONSENT ITEMS AND ADMINISTRATION.

Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Hugo Naifeh, to approve the following items of business:

- **A.** Consider approving minutes of the April 2, 2018, regular municipal authority meeting.
- **B.** Approve claims in the amount of \$350,343.57;
- C. Approve the agreement for Geotechnical Engineering Services with Kleinfelder, Inc., for borings to determine the ground composition at the site of the new one-way surge tank to the Skiatook Raw Water Conveyance System (SRWCS) in a shared total amount of \$6,300.00, of which the City of Sapulpa is obligated for \$2,520.00.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Niafhe, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

2.	INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES,
	TRUST MANAGER, OR TRUST ATTORNEY.

A. A status report from Tetra Tech, Inc., regarding various City and SMA projects was presented for review and discussion. No action was taken by the board.

3. **PUBLIC COMMENTS:**

There were no comments made to the board.

4. <u>ADJOURNMENT.</u>

	There being no further business to consider, the meeting adjourned.	
		Chairmar
Attest:		
Secreta	ary	



Consent Agenda 5.A.

Municipal Authority Regular Meeting Date: May 7, 2018

Submitted For: Amber Fisher, Accounts Payable Clerk **Submitted By:** Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$550,679.73. (Refer to: Purchase Order Claim Register with City Agenda)



AGENDA ITEM

Administration 7.A.

Municipal Authority Regular Meeting Date: May 7, 2018

Submitted By: Anna Jo Fife, City Manager Assistant

Department: City Manager **Presented By:** Rick Rumsey

SUBJECT:

Discussion and possible action regarding close-out of the Dewey Avenue Connection wastewater line project with B&B Utility, LC, and payment of the final pay request in the amount of \$11,562.30. This also includes the approval of one change order due resulting in a \$175.25 increase in the project cost. The total project cost (less liquidated damages) is \$50,983.03. This includes the approval of all close out documents; establishing the warranty date effective March 24, 2018 through March 23, 2019.

BACKGROUND:

This project was for the replacement of the wastewater line from East Dewey Avenue to East Lee Avenue in the alleyway between Oak Street and the County Courthouse. All items of the project have been completed and inspected and the City's Engineer is recommending close-out of the project. The total cost of the project (less liquidated damages) is \$50,983.03. Staff concurs with the recommendation to close the project, approve change order, fund the final payment of \$11,562.30, and establishment of one (1) year warranty date commencing on March 24, 2018.

RECOMMENDATION:

Staff recommends closeout of this project as stated.

Fiscal Impact

Amount: \$11,562.30

To be paid from: Capital Improvement Fund

Account number: 45-546-405B

Attachments

TetraTech Letter

Application for Payment

Change Order No. 1

Contractors Final Release Affidavit

Surety Bond



April 19, 2018

City of Sapulpa Mr. Rick Rumsey 425 E. Dewey Sapulpa, OK 74067-1130

RE: SAPULPA MUNICIPAL AUTHORITY - DEWEY AVENUE CONNECTION

Dear Mr. Rumsey:

A final inspection was conducted Friday, March 23, 2018, on the above-referenced project, and no further punch list items were noted. The scheduled completion date for this work was December 28, 2017. Contractor finished work 85 days after the scheduled completion date. Per contract documents, Liquidated Damages are \$250.00 per day which is \$21,250.00 for the 85-days. At the request of the City of Sapulpa, we have applied liquidated damages in the amount of \$21,250.00 to the final pay estimate. To the best of our knowledge, this project has been constructed in accordance with the approved Contract Documents; therefore, Tetra Tech recommends acceptance of the improvements, and the warranty date starts March 24, 2018 and ends March 23, 2019.

Attached are five copies of Pay Estimate No. 3 (final) and five copies of the final quantity change order for review, approval, and payment. Each copy is marked for final distribution. Other closing documents included are the Consent to Surety for Final Payment, Lien Releases, the Contractor's Final Release Claims of Payment of Debts Affidavit, and one set of 11x17 record drawings.

Sincerely,

Tetra Tech, Inc.

Ryan Mittasch, P.E. Project Manager

JB/lv

Xc: Ryan Mittasch, P.E., Project Manager

TETRA TECH CONSTRUCTION ADMINISTRATORS FINAL INSPECTION REPORT

Project Name & Location Dewey Avenue Connection, Sapulpa, OK Project No. 200-11390-17001 Contract _____ Date Inspection Made __March 23, 2018 Type of Work Sewer Contractor B&B Utility LC Inspection Made By: SEE ATTACHED FINAL INSPECTION SIGN IN SHEET Date Contractor Finished 3/23/19

Does work done conform to Plans and Specifications and/or approved Change Orders? Yes No Has work been completed within time allowed? Yes No 85 DAY O VER RUN. 1. 2. 3. Have Final Estimate and supporting papers been prepared? Yes X No 4. Character of work: Poor ___ Fair __ Good __ Excellent __ Do you recommend acceptance of work and release of the Contractor? Yes X No ___ 5. 6. 7. Do you recommend payment of Final Estimate? Yes X No ____ Remarks: RECOMMEND FINAL PAYMENT, LESS LIQUIDATED DAMAGES. 8. Maintenance Period effective beginning March 24, 2018 and ending March 23, 2019. Recommended for Acceptance: Tetra Tech Project Manager Company Accepted: City Manager Sapulpa Municipal Authority

Company

Oklahoma CA No. 2388 Expires 6/30/2019

Rick Rumsey

Title

ENGINEER'S CERTIFICATE FOR PAYMENT MACEURADICA with the Contact Documents, based upon the on-set observations and the data compensey the above application, the Engineer certifies to the Owner that the Work has proplessed to the point and above, that to the best of his browkedgo, information and belief, the quality of the Work is in accordance with the Contract Occuments, and that the Contract to be ended to payment of the Work is in accordance with the Contract Occuments, and that the Contract Occuments is ended to payment of the AMOUNT CERTIFIED. HECOMMENDED FOR PAYMENT OWNER Sepulpa Municipal Authority DATE OWNER Sepulpa Municipal Authority	COMPRACT BY B LIMITY LC BY THE BUTTON AREA BLANKE. Dans Dans Dans Dans Dans Dans Dans Dans	reprint the contractor states that to the best of the Contractor's hardwesty toward Contractor's hardwesty covered by the Appication for Payment has been completed in according that all amounts have been part by the Contactor for Work for which were issued and payments received from the Owner, and that current	S 175.25 S	Number Date Approved S 175.25	Change Orders approved in previous months by Owner TOTAL ADDITIONS DEDUCTIONS	CONTRACTOR'S APPLICATION FOR PAYMENT CHANGE ORDER SUMMARY	425 E. Dowey Ave. Sapulpa, Oklahoma 74066 FROM (CONTRACTOR): B & B Utility LC P.O. Box 858 - R7. / Box 429 [910] 299-2600 Nowata, OK 74048	Authority
AMOUNT CERTIFIED ANALY ENGINEER: TO ARCH ANALY THE CERTIFIED IN PARTICULAR OF THE CONTROL CONTROL TETTA TECH: BY. Hyan Millasch, P.E. TITLE: Project Engineer 1/4/18 TETTA TECH: BY. Hyan Millasch, P.E. TITLE: Project Engineer 1/4/18	State of: OKLAHOMA County of: The Subscribed and sworm to be the 972 day of APAIL 2018 Notary Public: Ox APAIL 2018 My Commission Expires: 3-11-17	Notary Public Okiahoma OFFICIAL SEAL LARRY H. HANEY TULSA COUNTY COMMISSION #11001572 Comm. Exp. 02-23-2014	(Line 3 less Line 6)	a. Iolal Completed S 70,158.25 b. Total Stored S 2,074.78 5. Retainage: 5% of Total work completed and Stored Materials S 2,074.78 6. Total Earned Plus Retainage (4.5) S 72,233.03 7. Loss Previous Certifled For Payment To Contractor S 39,420.73 8. Less Liquidated Damages S (21,250.00) 9. CURRENT PAYMENT DUE TO CONTRACTOR S 11,562.30	nge Orders sie (Line 1 + 2) d Slored To Dale	yment, as shown below, in connection with the Contract. actor's Schedule of Values, is attached.		PROJECT: Dewey Avenue Connection APPLICATION NO.: Three (3) First DISTRIBUTION TO.

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CONTRACTOR SCHEDULE OF VALUES

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Tetra Ted		CONTRACTOR CHANGE ORDER	7	
TULSA,	OK 74133	2388 Expires 6/30/2019		Sheet 1 of 2
PROJEC	T:	SAPULPA MUNICIPAL AUTHORITY DEWEY AVENUE CONNECTION SAPULPA, OK	CHANGE ORDER NO.	1
CONTRA	CTOR	B&B Utility LC	OWNER.	SAPULPA MUNICIPAL AUTHORIT 425 E DEWEY AVE SAPULPA, OK 74066
		P.O. Box 268 Nowata, OK 74048	PROJECT NO.: DATE:	200-11390-17001 March 29, 2018
You are h	nereby requ	uested to comply with the following changes from the Contract Plans and St	pecifications	5.4
C.O. NO.	BID ITEM NO.	DESCRIPTION OF CHANGES - Quantities, units, unit prices, change in completion schedule, stc.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
410	and the second s	Reconciliation of Final Quantities	**************************************	\$175.25
			Andreas Andrea	A COLOR DESCRIPTION OF THE PROPERTY OF THE PRO
	Total dec	n Contract price due to this Change Order rease ease .2% ase in Contract price	\$0.00	\$175.25
JUSTIFIC This chan	ATION:	aconciles final quantities measured in the field.	1	1 31122
The sum (of \$175.25	is hereby added to the Contract price of \$69,983,00 and the revised Contra	act price to date is \$70,15	8 25.
This docu	ment shall	become an amendment to the Contract and all provisions of the Contract v	will apply hereto.	
Approved	by:	Engineer - Tetra Tech, Inc.		4/9/18 Date
Accepted	ру:	Engineer - Tetra Tech, Inc. Rehard L Rlaybo Co of	1WEN	3-30-18 Date
Approved	by:	Owner - Sapuipa Municipal Authority		Date

SAPULPA MUNICIPAL AUTHORITY - DEWEY AVENUE CONNECTION

Page 2 of 2

Change Order No. 1

Change	Order No. 1	CONTR	RACT	ITEMS	CHAN	GE ORDER EF	FECT
BID		CONTRACT		UNIT	REVISED	QUAN.	\$ AMOUNT
ITEMS	DESCRIPTION	QUAN.		PRICE	QUAN.	(+/-)	(+/-)
1	RIGHT-OF-WAY CEARING AND RESTORING	481	LF	\$1.50	489	8.00	12.00
2	EXCAVATION AND BACKFILL, UNCLASSIFIED	250	CY	\$35.00	268	18.00	630.00
3	8° DUCTILE IRON PIPE AWWA C-151, CL 51	481	LF	\$79.00	489	8.00	632.00
4	4' DIA. MANHOLE, COMPLETE IN PLACE	1	EA	\$2,500.00	1	0.00	0.00
5	4' DIA. DROP MANHOLE, COMPLETE IN PLACE	4	EA	\$3,000.00	1	0.00	0.00
6	LAMPHOLE, COMPLETE IN PLACE	1	LS	\$750.00	1	0.00	0.00
7	CONNECTION TO MANHOLE	3		\$100.00	2	(1.00)	(100.00)
8	REMOVE AND REPLACE ASHPAHLT PAVEMENT	163	SY	\$27.50	168	5.00	137.50
9	REMOVE AND REPLACE CONCRETE SIDEWALK	160	SY	\$13.75	165	5.00	68.75
10	EROSION CONTROL	1	LS	\$100.00	1	0.00	0.00
11	4° DUCTILE IRON PIPE SERVICE RECONNECTION	3	EA	\$1,200.00	4	1.00	1,200.00
12	TRAFFIC CONTROL	1	LS	\$1,000.00	1	0.00	0.00
13	VIDEO PRE-INSPECTION	481	LF	\$5.00	0	(481.00)	(2,405.00)
14	MOBILIZATION	1	L5	\$250.00	1	0.00	0.00
15	CONSTRUCTION STAKING	1	LS	\$600.00	1	0.00	0.00
16	PHOTORAPHIC DOCUMENTATION	1	LS	\$50.00	1	0.00	0.00
17	PLUG AND ABANDON EXISTING 8" SEWER LINE	55	LF	\$5.00	55	0.00	0.00
18	REMOVAL OF EXISTING 4' ID MANHOLE	1	EA	\$500.00	1	0.00	0.00
19	REMOVAL OF EXISTING LAMP HOLE	1	EA	\$500.00	1	0.00	0.00
	CONTRACT AMOUNT					1	\$69,983.00
	CHANGE ORDER #1						\$175.25
	TOTAL PROJECT					-	\$70,158.25
					-		

CONTRACTOR'S FINAL RELEASE CLAIMS OF PAYMENT OF DEBTS AFFIDAVIT

TO:	Sapulpa Municipal Authority	DATE: March 29, 2018
	425 E. Dewey Sapulpa, OK 74066	
	Барагра. ОК 74000	
CONT	TRACT FOR: Dewey Avenue Connection	
The un (\$70,1	ndersigned hereby acknowledges the receip 58.25) in full payment of the Contract date	ot of Seventy thousand, One hundred fifty eight and 25 cents ed 4 November, 2017.
that, e: and eq agains	scept as listed below or attached, he has pai uipment furnished, for all work, labor, and t the Contractor for damages arising in a	eral Conditions of the Contract for construction, hereby certifies d in full or has otherwise satisfied all obligations for all materials services performed, and for all known indebtedness and claims my manner in connection with the performance of the Contract perty might in any way be held responsible.
Final p	payment in the amount of \$11.562.30 upon above.	receipt, will complete all payments required as compensation as
EXCE satisfa	PTIONS: (If none, write "None." If require ction to the Owner for each exception.)	ed by the Owner, the Contractor shall furnish bond or other surety
SUPPO	ORTING DOCUMENTS ATTACHED HE	ERETO:
I.	Consent of Surety to Final Payment: Whe attachment: (YesX) (No)	never Surety is involved, Consent of Surety is required. Indicate
2.	Separate Releases or Waivers of Lien fro extent required by the Owner, accompanie	om subcontractors and material and equipment suppliers, to the ed by a list thereof.
CONT	RACTOR: B&B Utility P.O. Box 268- R7 1 86 Nowata, OK 74048	x 429 Nowata ok
ву: <u>К</u>	Lord Blanke	Title: © ONWER
Subscri	bed and sworn to before me this	day of MARCH , 2018
Notary	Public:	My Commission expires: Aptary Public Oklahoma OFFICIAL SEAL
P.\11390\	200-11390-17001\Construction\ConstSchedule\C15. CLOSE O	

RELEASE OR WAIVER OF LIEN

(To be provided by all subcontractors, vendors, & suppliers)

3.30 , 20	18
State of OCC County of TUSA	
WHEREAS, the Undersigned has entered into a Contract with CITY OF SAILLYA, to Eurnish labor and/or material for the project commonly known as DEWEY AUENUE CONNECTION	
NOW THEREFORE, know ye that the undersigned for and consideration of the monies to be paid pursuant to the ab Contract, do hereby waive and release CITY OF SARUM (Owner) B+8 UTILITY (Contractor), from any and all lien that or right of lien on said above described projects	ove and or
Utility Suppli (Campany)	oct
SUBSCRIBED AND SWORN to before me this 30 day of MOYCH COUNTY PROTECTION NOTARY NOTARY	
NOTARY PUBLIC NOTARY PUBLIC OT/22/2002	VANCE OF THE PARTY

RELEASE OR WAIVER OF LIEN

(To be provided by all subcontractors, vendors, & suppliers)

State of Oklahoma
County of Regers

WHEREAS, the Undersigned has entered into a Contract with CITY OF SARULTA, to furnish labor and/or material for the project commonly known as DEWEY AVENUE CONNECTION

NOW THEREFORE, know ye that the undersigned for and in consideration of the monies to be paid pursuant to the above Contract, do hereby waive and release CITY OF SAMUA (Owner) and B+8 UTILITY (Contractor), from any and all lien or claim or right of lien on said above described projects and premises.

GNC Concrete Product

By:

SUBSTRIBED AND SWORN to before me this 30th day of

+)

march 201

Notary Publi

My Commission expires

2022.



RELEASE OR WAIVER OF LIEN

(To be provided by all subcontractors, vendors, & suppliers)

Country of Maricopa

CITY OF SANCEA . to furnish labor and/or material for the propert community Enters as DEWEY AUCHUE CONNECTION

THE THEREFORE, know ye that the undersigned for and in a marderation of the nomies to be paid pursuant to the above contract. I havely write and release CITY OF SAMULA (Dwner) and B+B UTILITY

(Contractor), true any and all lies or large or right of lies on said above described projects and rem, as.

Sunstate Equip. By: Lynn Parson

SUBSCRIBED AND SWORD TO before me this of April

Notary Public

My Commission expires 11-149

, 20

Cater Wenstrom
Notary Public
Maricopa County, Arizona
My Comm. Expires 11-1-19

	BOND NO.: 714580F	Р
TO FINAL PAYMENT Ala Document G707	OWNER ARCHITECT CONTRACTOR SURETY	1 1
(Instructions on reverse side)	OTHER	(
TO OWNER: (Name and address)	ARCHITECT'S PROJECT NO.:	
City of Sapulpa 7645 E. 63rd Street, Suite 301 Tulsa, OK 74133	CONTRACT FOR: \$69,983.00	
PROJECT: Name and address	CONTRACT DATED:	
Dewey Avenue Connection		
In accordance with the provisions of the Contract between threet name and address of Surety)	r the Owner and the Contractor as incleated above, the	
Developers Surety and Indemnity Company 17771 Cowan, Suite 100, Irvine CA 92614		
on band of these nume and address of Contractors		SURETY.
B&B Utility LC P.O. Box 268, Nowata, OK 74048		
hadaaa ah		RACTOR.
nevery approves of the final payment to the Contractor, at any of its obligations to the armane and address of Ourter)	nd agrees that final payment to the Contractor shall not relieve the f	Surery of
City of Sapulpa 7645 E. 63rd Street, Suite 301, Tu'sa, OK 74133		AWS CIT
is set forth in said Surery's bond.	, •	OWNER.
N WITNESS WHERTOF the Surery has hereunto set its han beset in writing its mouth followed by it writing real date and were r	don this date: April 2, 2018	
	Developers Surety and Indemnity Company	
	By: 5 Min J. Jr.	and the second second
Hest Scali	Sean James McCauley Jr.	

thrinted mone and talk t



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POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Sean James McCauley Jr., Christine M. Maestas, Edward N. Hackett, jointly or severally

as their true and lawful Attomey(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney:

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

Mark Lansdon, Vice-President

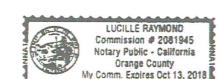


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

Lucille Raymond, Notary Public personally appeared

Daniel Young and Mark Lansdon



Place Notary Seal Above

to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is

WITNESS my hand and official seal

Signature

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective 2-hards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this

2nd day of 2018 -





ATS-1002 (02/17)

Notary Acknowledgement

County of <u>Dallas</u>
on this the
n witness whereof, I hereunto set my hand. Date: 4/2/18

Notary Public

Date:

Print Name:

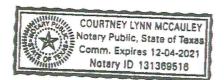
Courtney Lynn McCauley

Notary ID:

131369516

My commission Expires:

12-4-2021



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725 Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104 Austin, TX 78714-9104 Fax# 512-475-1771

web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725 Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104 Austin, TX 78714-9104 Fax# 512-475-1771

web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection atdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarre con el departamento (TDI).

UNA ESTEAVISOA SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



AmTrust Surety 17771 Cowan, Suite 100 Irvine, CA 92614 1-800-782-1546 www.AmTrustSurety.com

ID-1404 (TX) (Rev. 4/17)