# ATTACHMENT E

## **Contract Summary**

BC	=
DU	

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	18/19
D2.	Department Name:	Resource Recovery and Waste Management
D3.	Contact Person:	Todd Curtis
D4.	Telephone:	(805) 882-3621
K1.	Contract Type:	Construction
<b>K</b> 2.	Brief Summary of Contract Description/Purpose:	SCRTS Storm Drain Improvements Project Phase 3 – Sewer Improvements
<b>K</b> 3.	Department Project Number:	828361
K4.	Original Bid Amount:	\$325,640.00
K4a	Supplemental:	\$20,000.00
K4b	Contingency:	\$28,782.00
<4c	Total Contract Amount:	\$374,422.00
<b>&lt;</b> 5.	Contract Begin Date:	Per terms of Contract
<6.	Original Contract End Date:	Per terms of Contract
<7.	Amendment? (Yes or No):	No
⟨8.	- New Contract End Date:	N/A
<b>&lt;</b> 9.	- Total Number of Amendments:	0
<10.	- This Amendment Amount:	N/A
<b>&lt;11.</b>	- Total Previous Amendment Amounts:	N/A
<12.	- Revised Total Contract Amount:	N/A
31.	Is this a Board Contract? (Yes/No):	Yes
31a	Intended Agenda Date:	August 14, 2018
32.	Number of Workers Displaced (if any):	None
33.	Number of Competitive Bids (if any):	5
34.	Lowest Bid Amount (if bid):	325,640.00
B5.	If Board waived bids, show Agenda Date:	N/A
	and Agenda Item Number:	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	No No
F1.		
F2.	Fund Number:	1930
F3.	Department Number:  Line Item Account Number:	054
F4.		8200
	Project Number (if applicable):	828369
F5.	Program Number (if applicable):	1750
F6. F7.	Org Unit Number (if applicable):	NET 20
7.	Payment Terms:	NET 30
<b>V</b> 1.	Auditor-Controller Vendor Number:	
V2.	Payee/Contractor Name:	Cedro Construction, Inc.
√3.	Mailing Address:	120 E. Santa Maria Street
V4.	City State (two-letter) Zip (include +4 if known):	Santa Paula, CA 93060
V5.	Telephone Number:	805-525-0599
<b>V</b> 6.	Vendor Contact Person:	Andy Cedro
<i>J</i> 7.	Workers Comp Insurance Expiration Date:	
<b>V</b> 8.	Liability Insurance Expiration Date:	
V9.	Professional License Number:	775943
V10	Verified by (print name of county staff):	
V11		prietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 79/18

Authorized Signature:

Revised 9/23/2015



# COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS

### CONTRACT FOR

SOUTH COAST RECYCLING AND TRANSFER STATION STORM DRAIN IMPROVEMENTS PROJECT PHASE 3 – SEWER IMPROVEMENTS IN THE SECOND SUPERVISORIAL DISTRICT

**COUNTY PROJECT NO. 828369** 

RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION

SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS



#### COUNTY OF SANTA BARBARA AGREEMENT FOR:

#### County Project No. 828369

Auditor –	Controller	Contract No.	

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and Cedro Construction, Inc. hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

#### 1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

- 1. Notice to Bidders and Special Provisions
- 2. Project Plans
- 3. State of California, Department of Transportation 2010 Standard Specifications
- 4. State of California, Department of Transportation 2010 Standard Plans
- 5. State of California, Department of Transportation 2010 Revised Standard Specification
- 6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
- 7. Santa Barbara County Code
- 8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
- 9. The Proposal executed and submitted by the Contractor
- 10. Notice to Bidders
- 11. The Faithful Performance and Payment Bonds, and
- 12. Any Addenda

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents"

Copies of all said documents are on file in the Department of Public Works Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR SOUTH COAST RECYCLING AND TRANSFER STATION STORM DRAIN IMPROVEMENTS PROJECT PHASE 3 – SEWER IMPROVEMENTS IN THE SECOND SUPERVISORIAL DISTRICT

The project plans for the work to be done are entitled:

PROJECT PLANS FOR CONSTRUCTION OF SEWER LINE (AT COUNTY ROAD FROM CALLE REAL TO TRANSFER STATION) IN SANTA BARBARA, CALIFORNIA, COUNTY PROJECT NO. 828369

#### 2. WORK

CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the County, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

#### 3. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work

performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

- 4. **EXECUTION OF COUNTERPARTS** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument."
- 5. RECORDS, AUDIT, AND REVIEW CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**6. PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$325,640.00, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$20,000.00 to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$28,782.00 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

	Cedro Construction, Inc.
	120 E. Santa Maria Street
	Santa Paula, CA 93060
	All III
BY:	BY:
Das Williams, Chair, Board of Supervisors	
County of Santa Barbara	Name: A- Cosko
,	License No. <u>775943</u>
Date:	Business Type: Corporation
	71
The state of the s	70 y
BY: / C	
Scott D. McGolpin	
Director of Public Works	
ATTEST:	
Mona Miyasato	
County Executive Officer	
Clerk of the Board	
Clork of the Board	
BY:	
Deputy	_
• •	
APPROVED AS TO FORM:	
Michael Ghizzoni	
County Counsel	
$\wedge$	
DV. Andm/	
BY: Opening Country	_
Deputy County Counsel	
APPROVED AS TO ACCOUNTING FORM:	APPROVED AS TO FORM:
Theodore A. Fallati, C.P.A.	Ray Aromatorio, ARM, AIC
Auditor–Controller	Risk Manager
Addition Controller	Not Manager
•	
M. F 7. N. 11 -	
BY: BUSH Man Adagh	BY: Ma lan
	- Marian
	( ' ')
Fiscal Responsibility	

CONTRACTOR

**COUNTY OF SANTA BARBARA** 

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
054	-	-	1750	-	1930	8200	

#### CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

By

PRSSIDSN

Title

OF-05-201P

Date

#### CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self–insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By

PRSSIDSWI

Title

02-05-2018

Date

(Submit completed form with your Agreement, Bonds and Certificates of Insurance)

#### PERFORMANCE BOND

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT PRICE

#### KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Cedro Construction, Inc. (hereinafter referred to as Principal) have by written agreement dated , entered into a Contract identified as:

Project Title: SOUTH COAST RECYCLING AND TRANSFER STATION STORM DRAIN IMPROVEMENTS PROJECT PHASE 3 – SEWER IMPROVEMENTS IN THE SECOND SUPERVISORIAL DISTRICT

County Project No. 828369

(Hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and

Old Republic Surety Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$374,422.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Cedro Construction, Inc.	Old Republic Surety Company
Principal And	Surety Red
Ву	Signature of Attorney-in-fact, Randy Spohn
7-20-2014	July 19th, 2018
DATED:	
	14728 Pipeline Avenue, Suite E, Chino Hills, CA 91709
•	Address
Surety's Agent for Service of Process (located within	the State of California):
	R S Bonding & Insurance Agency, Inc.
	Name of Agent
	1633 E. 4th Street, Suite 228
	Address
	Santa Ana, CA 92701
	City, State & Zip
	1(714) 541-4740
	FAX Number
	1 / VX I MILLIOU

NOTE: Signature of those executing for Surety must be properly acknowledged.



#### **POWER OF ATTORNEY**

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

RANDY SPOHN, MATTHEW R. DOBYNS, HAMILTON KENNEY, OF SANTA ANA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, 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 TWENTY MILLION DOLLARS (\$20,000,000) ------FOR ANY SINGLE 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

fixed this18TH	_day ofJUNE, 20	JIN.	OLD REPUBLIC	SURETY COMPANY
Assista	Secretary Kens	SEAL SEAL	Un Vale	2400
TATE OF WISCONSIN,	COUNTY OF WAU	VESUA-22	President	
On this 18TH Jane E Cherney	day of JUNE, 20	, personally came before	re me,Alan Pavlic s of the OLD REPUBLIC SURETY COI	and MPANY who executed the above
Jane E Cherney instrument, and they each ac corporation aforesaid, and th	, to me knowledged the execution at the seal affixed to the	, personally came before known to be the individuals and officers on of the same, and being by me duly sw	s of the OLD REPUBLIC SURETY COl yorn, did severally depose and say; that to oration, and that said corporate seal and to	MPANY who executed the above hey are the said officers of the
Jane E Cherney instrument, and they each ac corporation aforesaid, and th	, to me knowledged the execution at the seal affixed to the	known to be the individuals and officers on of the same, and being by me duly swe above instrument is the seal of the corp	s of the OLD REPUBLIC SURETY COl yorn, did severally depose and say; that to oration, and that said corporate seal and to	MPANY who executed the above hey are the said officers of the

force.

74-7097



Signed and sealed at the City of Brookfield, WI this 19th

Assistant Secretary

R.S. BONDING & INSURANCE

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 before me<u>, ERIKA GUIDO, NOTARY PUBLIC</u>, personally appeared <u>RANDY SPOHN</u>  $\boxtimes$ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. **ERIKA GUIDO** COMM. # 2190052 COMM. # 2190052 NOTARY PUBLIC CALIFORNIA WITNESS my hand and official seal. ORANGE COUNTY My comm. expires May 5, 2021 Signature of Notary **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER **DESCRIPTION OF ATTACHED DOCUMENT** ■ INDIVIDUAL ☐ CORPORATE OFFICER PARTNER(S) ☐ LIMITED TRUSTEE(S) **GUARDIAN/CONSERVATOR** SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

Bond No.: WCN 3433996
\*\* In Duplicate \*\*

#### **PAYMENT BOND**

#### KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Cedro Construction, Inc. (hereinafter referred to as Principal) have by written agreement dated \_\_\_\_\_\_, entered into a Contract identified as:

Project Title: SOUTH COAST RECYCLING AND TRANSFER STATION STORM DRAIN IMPROVEMENTS PROJECT PHASE 3 - SEWER IMPROVEMENTS IN THE SECOND SUPERVISORIAL DISTRICT

County Project No. 828369
(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and	Old Republic Surety Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$374,422.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Cedro Construction, Inc.	Old Republic Surety Company
Principal On Con	Surety Roll
Ву	Signature of Attorney-in-fact, Randy Spohn
7-20-2016 DATED:	July 19th. 2018
	14728 Pipeline Avenue, Suite E, Chino Hills, CA 91709  Address
Surety's Agent for Service of Process (located within	
,	R S Bonding & Insurance Agency, Inc.
	Name of Agent
	1633 E. 4th Street, Suite 228
	Address
	Santa Ana, CA 92701
	City, State & Zip
	1(714) 541-4740 FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.



#### POWER OF ATTORNEY

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

RANDY SPOHN, MATTHEW R. DOBYNS, HAMILTON KENNEY, OF SANTA ANA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, 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 TWENTY MILLION DOLLARS (\$20,000,000) -----FOR ANY SINGLE 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.

fixed this 18TH	_ day ofJUNE, 2013	O. SURE	OLD 1	REPUBLIC SURE	TY COMPANY
Assista	2. Kern	SEAL SEAL	Ma Ma	Police	461
STATE OF WISCONSIN,	COUNTY OF WAUK	ESHA-SS **	P	resident	
On this 18TH Jane E Cherney	day ofJUNE, 2018	8 , personally came			and Y who executed the above
Jane E Chemey	, to me k	movin to be the marriadans and on	noons of the ODD RELICOR	CILLII I COMILIAN	
instrument, and they each ac corporation aforesaid, and th	knowledged the execution at the seal affixed to the a	n of the same, and being by me du above instrument is the seal of the	y sworn, did severally depose ar corporation, and that said corpor	nd say; that they are	the said officers of the
instrument, and they each ac corporation aforesaid, and th	knowledged the execution at the seal affixed to the a	n of the same, and being by me du	y sworn, did severally depose ar corporation, and that said corpor	nd say; that they are	the said officers of the
instrument, and they each ac corporation aforesaid, and th	knowledged the execution nat the seal affixed to the a	n of the same, and being by me du above instrument is the seal of the	y sworn, did severally depose ar corporation, and that said corpor directors of said corporation.	nd say; that they are rate seal and their signature.	the said officers of the

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.

74-7097



Signed and sealed at the City of Brookfield, WI this 19th

R.S. BONDING & INSURANCE

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 <u>CALIFORNIA</u> County of ORANGE before me, ERIKA GUIDO, NOTARY PUBLIC, personally appeared <u>RANDY SPOHN</u>  $\boxtimes$ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. ERIKA GUIDO COMM. # 2190052 NOTARY PUBLIC CALIFORNIA COMM. # 2190052 WITNESS my hand and official seal. **ORANGE COUNTY** My comm. expires May 5, 2021 Signature of Notary **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER **DESCRIPTION OF ATTACHED DOCUMENT** INDIVIDUAL CORPORATE OFFICER PARTNER(S) ☐ LIMITED **◯** ATTORNEY-IN-FACT TRUSTEE(S) **GUARDIAN/CONSERVATOR** OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)