City of Jonesboro

Invitation to Bid - Not an Order

P.O. Box 1845 300 South Church St. Rm 421 (72401)

Purchas	ing Office	
Bid No	<u>2018:35</u>	

Jonesboro, Arkansas 72403 Date <u>August 30, 2018</u>

Sealed bids, subject to the conditions on the reverse hereof, and as may be attacoffice until <u>2:00pm Wed, Sept 19, 2018</u> and then publicly opened, for fu and/or services as described below and tabulated for presentation to the City Co	ırnishing tl	he sup	plies, mate		S
D. C. Start and D. C. Start and D. Start and	Steve A Purchasin (870)932	g Age			
Item # Description	Quantity	Unit	Unit Price	Amour	nt
It is the intent of these specifications to receive bids on Asbestos Abatement and Demolition on a structures located at 700 Cate Avenue. Bid prices shall include all licenses, disposal fees, permits, royalties, and all taxes (invoice price). Bid price shall represent full compensation for completion of the work for each job (Abatement and Demolition) The city of Jonesboro reserves the right to accept all, or either bid, or reject all bids. (Bid may be split between companies depending on prices received.)					
1. Bid price (invoice) Abatement 700 Cate Ave	1	EA	51,334,50	\$ <u>51.334</u>	وج
2. Bid price (invoice) on Demolition 700 Cate Ave	1	EA	73,500,0	\$ <u>1350</u> 0, \$12483	- - - - - -
Estimated time of abatement after order is given:				, m. p. s	
			7		
Has bidder reviewed attached data files pertaining to this bid? yes no	Plea	se C	nsider	our	
A Mandatory pre-bid meeting on site will be at 10:00am, Wednesday, Sept 12, 2018 Job site There are 5 (five) pages to this bid. All pages must be returned as a complete bid. There is a data files (inspection report) which coincide with this bid. Bidder should download from the Purchasing web site (large files) and become familiar with their contents before bidding. Bid Bond: A bid bond or Certified Check in the amount of 5% of the total bid price required of	Bid	"A 11	or None Than	u es, sby Ti	c,
all bidders at time of bid opening or bid will be rejected. Personal & company checks are not acceptable. A Performance Bond only (no checks of any kind allowed) in the amount of 100% of total bid price will be required of successful bidder prior to providing goods/services.					
The City of Jonesboro reserves the right to accept or reject any and or all or any part of any bids received. Bid number (2018:35) <u>must</u> be annotated on the outside of the bidder's envelope Bid <u>must</u> be signed or bid will be rejected.					
Email Address: Stgriffin 1 Shellsouth . net Fax Number: (870) 763-0244 Any addendums to this bid will be posted on the purchasing web site no later than 1 (one) week before bid opening. www.jonesboro.org -> doing business					
Bid opening will be in Engineering Conference Room 3rd floor if bidder is attending.					
Cash Discounts % Days	<u> </u>		<u> </u>		<u> </u>
Execution of Bid	,				
	Date		•		
We, the undersigned, have read all the requirements set forth in this bid proposal includin and pertinent information regarding the articles being bid on, and we agree to furnish articles arkansas Use Tax Register No. 132158 - 47-001	les at the p	rices st	etructions, co ated.) <u>26 3 - 9</u>		<u>.</u>
Bidder Goolsby Jak, Address 3002 Wes By Juan Stuffy Contracting Officer City Blytheville (Person Authorization Sign Bids)	+ Mail	n St.			
(Person Authorized to Sign Bids) (Title) Unsigned Bids Will Be Rejected					

Bids number <u>MUST</u> be annotated on Bidder's envelope. Bids are subject to rejection unless submitted on this form. <u>Notice to bidders</u>: See reverse side for instructions and conditions.

CITY OF JONESBORO, ARKANSAS

CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

- 1. **SIGNATURE** This bid must be signed with the firm name and by an authorized officer, employee, or agent.
- 2. **SALES OR USE TAX** is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
- 3. FREIGHT & OTHER DELIVERY CHARGES to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
- 4. **DISCOUNTS** Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
- 5. *FIRM PRICE* All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder.
- 6. *IDENTICAL BIDS* In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
- 7. **LIQUIDATED DAMAGES** Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
- 8. AMBIGUITY IN BID Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
- 9. **CONSTRUCTION** -
 - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. SS51-632.SS51-565 as amended.)
- 10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
- 11. Minority Business Policy It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

- 1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
- 2. Address all bids to: Purchasing Agent. P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
- 3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
- 4. State Manufacturer, Brand Name, Model, etc for each item bid on.
- 5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City
- 6. Bids received after stated time will not be considered.
- 7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
- 8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
- 9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
- 10. Additional information may be obtained from the Purchasing Office.

THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.

Any damage made by successful bidder during work, is the sole responsibility of the bidder.

Both the Asbestos Abatement and Demolition Contractor shall be responsible for securing their respective work areas during the progression of the project.

ASBESTOS ABATEMENT

The successful bidder will be required to submit Notice of Intent (NOI) to ADEQ within 3 days after receipt of Purchase Order and to complete all work within forty-five (45) days from the starting date of the NOI. A copy of the NOI must be forwarded the City of Jonesboro for the project file.

Bid price shall include all insurance, disposal fees, taxes, permits, ADEQ notifications, license, labor, equipment, and material necessary to complete the work. Actual quantity of material to be removed may differ slightly from the estimated amount shown in the attachment. Bid price shall reflect actual quantity of material to be removed and bidders are strongly encouraged to inspect the premises prior to bidding to verify the quantity (On site pre-bid meeting). All asbestos abatement work must be done according to the method and requirements contained in the "SPECIAL PROVISIONS" which will be attached and made a part of the bid and contract.

Contractor shall comply with all state, local, and federal laws associated with this work.

NOTE: CONTRACTOR MUST FILE TEN (10) DAY NOTICE WITH ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ); HOWEVER, BIDS SHOULD INCLUDE REGISTRATION FEE ON EACH PROJECT. Dumping of demolition waste materials shall be at a landfill permitted by the Arkansas Department of Environmental Quality (ADEQ). Contractor must call ONE CALL for location of other utilities at this job site.

Contractor shall be required to hold a current license issued by the Arkansas Department of Environmental Quality for the removal of asbestos.

Note 1: Lead-based paint and mold are likely present due to the age and condition of the building. The contractor shall be solely responsible for site safety and for the use of applicable Personal Protective Equipment (PPE) at the site during the progression of this work.

Note 2: This document is to be returned with bid and becomes part of the Bid.

Disclaimer:

Samples were collected from materials identified as Homogeneous Materials based upon visual inspection of the site. City of Jonesboro is not responsible for assumptions on homogeneity which prove to be incorrect. In addition, samples collected represent only that portion of the entire homogeneous material. City of Jonesboro is not responsible for materials not identified and sampled due to the restraint on accessibility of the material due to the type of construction and finish materials of the building. This report refers to the Site and Facility as it appeared on the day of the inspection. No warranties, expressed or implied, relate to the previous and or future conditions at the Site.

CITY OF JONESBORO SPECIAL PROVISION

GENERAL

Material which contains asbestos (ACM) has been identified in these buildings. The ACM must be removed and disposed of in compliance with this special provision and the asbestos regulations promulgated by Arkansas Department of Environmental Quality (ADEQ) and the Environmental Protection Agency.

DESCRIPTION OF WORK

All work performed under this special provision shall be in compliance with the Arkansas Asbestos Abatement Regulations promulgated by the Arkansas Department of Environmental Quality (ADEQ), as adopted pursuant to Part Two of the Arkansas Water and Air Pollution Act. (Date of Regulations: November 29, 1990)

Except as specified in this special provision, the contractor shall comply with all notification, record keeping, work procedure, containerization, storage, transportation, disposal and licensing requirements of the Arkansas Asbestos Abatement Regulations for the removal of ACM and applicable OSHA worker protection requirements (29 CFR, 19 10 - Respiratory protection). Disposal and record keeping requirements of NESHAP - National Emission Standards for Hazardous Air Pollutants (40 CFR 61 Subpart M) shall also be incorporated into the project's work procedures and designated in the work plan of the asbestos abatement contractor.

The general work procedure shall include the removal of the ACM and any associated from the designated area in the identified buildings. Estimated quantities of material to be removed and disposed of are provided attached reports. The removal of the ACM must be conducted in a containment area, which includes polyethylene containment barrier walls. This containment area must also include the use of a negative air filtration system

(HEPA filters) to create negative pressure as required by ADEQ regulations. The material shall be removed as required by ADEQ regulations with containerization, storage, transportation and disposal of the ACM accomplished according to ADEQ Asbestos regulations. Wet cleaning and HEPA filter vacuuming shall be repeated until no visible residuals are observed in the work area or until any remaining can be safely encapsulated. All records of the work performed and the disposal at an approved landfill (including the disposal receipt) shall be provided to the City of Jonesboro within three working days of the completion of the contracted work.

All work shall be performed by a licensed asbestos contractor and by trained asbestos abatement workers as required by ADEQ. All appropriate worker protection rules for this removal of asbestos containing materials shall apply as per OSHA and ADEQ regulations. A work plan and worker protection plan shall be provided to City of Jonesboro prior to the commencement of work for review and approval.

DEMOLITION:

A Notice to Proceed for this work will be issued upon completion of asbestos abatement. The successful bidder will be required to submit a Notice of Intent (NOI) to ADEQ within 3 days after receipt of the Notice to Proceed and complete all work within forty-five (45) days from the starting date of the NOI. A copy of the NOI must be forwarded to the City of Jonesboro for the project file.

Demolition: For bidding purposes, demolition includes the removal of any and all improvements on the property. All structures must be completely removed, including slabs, footings, foundations, basements, posts, poles, decks, interior fences, and all debris. Leave site in a safe and level condition.

Demolition of structure located at 700 Cate Avenue, Jonesboro, Arkansas.

The Building is located at 700 Cate Avenue and covers approximately 13,217 square feet of the 1.08 acre property.

Bid prices shall include all labor, materials, and equipment necessary to perform work as specified and shall include all licenses, fees, permits, royalties, and all taxes. Bid price shall represent full compensation for completion of the work, including any and all disposal fees.

Contractor shall comply with all local, state, and federal laws and regulations associated with this work. The structure must be completely removed, including slabs, footings, foundations, private walks, decks, basements, posts, poles, and fences on the site along with all debris. Determination of the extent of work necessary for the complete removal of the structure is strictly the responsibility of the bidder. Basements (pits, storm shelters, pools) (if applicable) will be removed, backfilled with a suitable material, and left level with the surrounding area. Water wells (if applicable) shall have equipment removed and casing securely covered for safety. Septic tanks (if applicable), in or out of right of way, shall be pumped empty, removed, and void backfilled with suitable material and left level with the surrounding area. Contractor will leave all public sidewalks next to the curb for public safety.

The Demolition Contractor must obtain a demolition permit from the City of Jonesboro before starting to work. There is no cost for the permit for this project.

The Demolition Contractor is to provide and maintain appropriate onsite storm water management and storm drain inlet protection during the course of the work

It is understood that all combustible material, construction material, and all other rubbish, including shrubbery and trees which are uprooted to facilitate operations, will be cleared from the premises by the contractor and the premises will be left in a generally level, safe, and sanitary condition, a condition in which is can be mowed and maintained safely. The contractor shall endeavor to avoid unnecessary damage or destruction of trees, shrubs, and plants on the premises.

NOTE: CONTRACTOR MUST FILE TEN (10) DAY NOTICE WITH ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ); HOWEVER, BIDS SHOULD INCLUDE REGISTRATION FEE ON THE PROJECT. Dumping of demolition waste materials shall be at a landfill permitted by ADEQ or at an un-permitted site approved by ADEQ. Contractor must call ONE CALL for location of other utilities at this job site.

In the event that utility lines, meters, etc., are disconnected, destroyed, or otherwise impaired in any way by reason of performance of this operation by the contractor, the contractor shall, at his own expense, be responsible for all replacement utility service in lieu of those affected. Contractor must call ONE CALL for location of other utilities at this job site.

For demolition, State Law requires a contractor's license for all jobs over \$20, 000.00. Changes in the scope of the work must have prior approval by the City in order to be eligible for payment.

The Demolition Contractor shall assist the Asbestos Contractor with the removal of the roof that is presumed to contain regulated Asbestos Containing Material (ACM) so that the presumed ACM roofing may be properly abated prior to demolition.

The Demolition Contractor shall break the floor and collapse the side walls in the basement of the building to be used as hard fill onsite. Additional cleaned hard fill (concrete and brick) sourced from the building demolition may be used as necessary. The Demolition Contractor shall cap any hard fill with suitable material to level the lot with the surrounding area and leave it in a condition so that it may be moved and maintained safely.

The Demolition Contractor is to remove all concrete and asphalt drives and parking areas on the property as part of the work. The retaining wall on the East side of the lot is to remain.

Bid Bond or Certified Check in the amount of 5% of the total bid price is required of all bidders at the time of bid opening or bids will be rejected. Personal and company checks are not acceptable as Bid Bonds.

Performance Bond only (no checks of any kind are allowed) in the amount of 100% of total bid price will be required of the successful bidder prior to providing goods/services.

Name, Address, and Phone Number of the Disposal Site: Ligacy Sandfill

238 County Rd 416 Joneshow, AR 870-972-6353

Disclaimer:

Asbestos has been identified and is present on this property and is required to be abated prior to demolition. Mold and mildew are likely present given the condition of the structure. The contractor shall be solely responsible for the site safety and for the use of applicable Personal Protective Equipment (PPE) at the site during the progression of this work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2018

\$150,000

\$2,500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Kelly Myers		
McDaniel-Whitley, Inc.		PHONE (A/C, No, Ext): (901)881-6464 FAX (A/C, No): (901)881-6467		
P.O. Box 382007		E-MAIL ADDRESS: kmyers@mcwins.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #	
Memphis	TN 38183-2007	INSURER A: Berkley Assurance Company		
INSURED		INSURER B: Ohio Security Insurance Company	24082	
Goolsby, Inc; Goolsby Iron & Metal LLC; Goolsby Storage & Rentals, LLC		INSURER C: Peachtree Special Risk Brokers	31895	
		INSURER D: American Interstate		
3002 West Main	Street	INSURER E:RLI Insurance Company		
Blytheville	AR 72315	INSURER F :		
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. IADDLISUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** INSD WVD X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) s 1,000,000 CLAIMS-MADE X OCCUR 100,000 \$ VUMB0057553 4/5/2018 4/5/2019 \$ MED EXP (Any one person)

1,000,000 \$ PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE 3 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT s 1,000,000 AUTOMOBILE LIABILITY S BODILY INJURY (Per person) ANY AUTO В ALL OWNED AUTOS SCHEDULED AUTOS BODILY INJURY (Per accident) 4/10/2018 4/10/2019 X BAS55101258 NON-OWNED AUTOS PROPERTY DAMAGE X HIRED AUTOS \$ X UMBRELLA LIAB 1,000,000 Х OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** AGGREGATE \$ 1,000,000 CLAIMS-MADE C DED X RETENTIONS 4/10/2018 4/5/2019 HX8100037301 10,000 WORKERS COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A AVWCAR2657252017 12/18/2017 12/18/2018 E.L. DISEASE - EA EMPLOYEE \$ 500,000 (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ILM0703702

CERTIFICATE HOLDER	CANCELLATION		
To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		
	M McDaniel/MYERSK		

4/5/2019

Rented/Leased Limit

Deductible

4/5/2018

Contractors Equipment

Special Form



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Goolsby, Inc., 3002 W. Main Street, Blytheville, AR 72315

as Principal, hereinafter called the Principal, and SureTec Insurance Company

a corporation duly organized under the laws of the State of Texas

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jonesboro, 300 S. Church St., Room 421, Jonesboro, AR 72401

as Obligee, hereinafter called the Obligee, in the sum of Five percent of 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 Bid No. 2018;35: Asbestos Abatement and Demolition on Structures Located at 700 Cate Avenue, Jonesboro, AR.

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	19 th	day of	September,	2018.	1	
Witne	(220	opl	<u>~</u> {	Goolsby, Ing.	an Muffer (Principal) hasting Of	(Seal)
				SureTec Insura	nce Company	,
o/			{		(Surety)	(Seal)
Gan Welt	ess)			Mickay	O. A. Ulcom (Title)	· l
Jan Melton	,			Michael A. McD	Daniel, Attorney-in-	fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 29th day of June, A.D. 2018.

State of Texas County of Harris ss:

SURETEC INSURANCE COMPANY

John Knox Jr., CBO

On this 29th day of June, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ

Notary Public, State of Texas

Comm. Expires 09-10-2020

Notary ID 129117659

Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

September -

Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.