



Allen & Hoshall

1675 Lakeland Drive, Suite 207
Jackson, Mississippi 39216
Office 601.977.8993
Fax 601.949.4344
www.allenhoshall.com

24 September 2018

MM _____
GF _____
AM _____

SEP 25 2018

To: Garnet

Reg # 1812904

**The Mayor and Aldermen of
The City of Vicksburg, Mississippi**
P.O. Box 150
Vicksburg, Mississippi 39180

**Re: 2017 Water Treatment Plant Filter, Sludge Pumps, and Chemical Tank Upgrades
Vicksburg, Mississippi**

Gentlemen:

Enclosed is Application for Payment No. 9 from Hemphill Construction Co., Inc. in the amount of \$31,092.49 for work completed on the referenced project. Also enclosed is Application for Payment No. 10 Final from Hemphill Construction Co., Inc. in the amount of \$2,873.49 for completion of work on the project. We have reviewed these applications and recommend their payment. Hemphill requests that the previously submitted Certificates of Deposit in lieu of retainage be returned.

Also enclosed is the Consent of Surety to Final Payment, Contractor's Affidavit of Release of Liens, Contractor's Conditional Release of Waivers of Liens, and letter of substantial completion.

Please let me know if you have any questions or need additional information.

Sincerely,

Allen & Hoshall

Edwin K. Dedeaux, PE
Project Manager

601-214-6000 cell

ededeaux@allenhoshall.com

Enclosures

pc: Mr. Garnet Van Norman, City of Vicksburg, w/Enclosures
Hemphill Construction Co., Inc., w/Enclosures

Name and Location of Project:
Vicksburg WTP Filter, Sludge Pump
Vicksburg, MS

Name and Address of Contractor:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Periodic Estimate No. 9
Period 9/1/18-9/11/18

MM
DD
YY

SEP 25 2018

Item No.	Description of Item	Contract Quantity	Unit	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Cost of Uncompleted Work	% Comp.
1	Filters 9 and 10 including piping, media, valves, underdrains, surface wash, controls, and all appurtenances	1.00	LS	\$953,685.00	\$953,685.00	1.00	0.00	1.00	\$953,685.00	\$0.00	\$953,685.00	\$0.00	100%
2	Lime Sludge Pumps	1.00	LS	\$120,500.00	\$120,500.00	1.00	0.00	1.00	\$120,500.00	\$0.00	\$120,500.00	\$0.00	100%
3	Chemical Tank and Containment Basin	1.00	LS	\$69,000.00	\$69,000.00	1.00	0.00	1.00	\$69,000.00	\$0.00	\$69,000.00	\$0.00	100%
	Total Original Contract				\$1,143,185.00				\$1,143,185.00	\$0.00	\$1,143,185.00	\$0.00	100.00%
CO 1.1	Change Order 1 Addition of a 6' by 6' hatch in the top of the sludge pit.	1.00	LS	\$11,376.00	\$11,376.00	1.00	0.00	1.00	\$11,376.00	\$0.00	\$11,376.00	\$0.00	100%
	Total Change Order 1				\$11,376.00				\$11,376.00	\$0.00	\$11,376.00	\$0.00	100.00%
CO 2.1	Change Order 2 Install Leopold designed uni-strut anchoring system to bring underdrain to the same elevation in all 4 filter cells due to existing uneven filter floors, and poured extra grout bed underneath underdrain to create a level floor.	1.00	LS	\$64,077.00	\$64,077.00	1.00	0.00	1.00	\$64,077.00	\$0.00	\$64,077.00	\$0.00	100%
	Total Change Order 2				\$64,077.00				\$64,077.00	\$0.00	\$64,077.00	\$0.00	100.00%
CO 3.1	Change Order 3 The addition of automatic air compressor system for the lime sludge pumps to keep the pulsation dampers charged and VFD drives, revision of the piping paint colors to match the colors the operator plans for the existing piping, addition of two differential pressure transmitters for communication between the rate of flow control valves and the filter controls,	1	LS	\$49,731.67	\$49,731.67	0.50	0.50	1.00	\$24,865.84	\$24,865.84	\$49,731.67	\$0.00	\$1.00
	Total Change Order 3				\$49,731.67				\$24,865.84	\$24,865.84	\$49,731.67	\$0.00	100.00%
CO 4.1	Change Order 4 The addition of electrical work to install start/stop controller for backwash pump to coordinate between new filter controls and the existing backwash pump, install NEMA enclosure for sludge pump VFDs, and patch water leaks in existing filter concrete wall at existing pipe penetrations.	1	LS	\$9,100.15	\$9,100.15	0.00	1.00	1.00	\$0.00	\$9,100.15	\$9,100.15	\$0.00	\$1.00
	Total Change Order 4				\$9,100.15				\$0.00	\$9,100.15	\$9,100.15	\$0.00	100.00%
	Total Current Contract				\$1,277,469.82				\$1,243,503.84	\$33,965.99	\$1,277,469.82	\$0.00	100.00%

PERIODIC ESTIMATE FOR PARTIAL PAYMENT		HCC Project # H17089	Purchase Order #
Name of Project: Vicksburg WTP Filter, Sludge Pump		Periodic Estimate No. 9	
		Period 9/1/18-9/11/18	
Location of Project: Vicksburg, MS			
Name and Address of Owner: City of Vicksburg, Mississippi C/O Allen & Hoshall, Ltd. 1675 Lakeland Drive Suite 207 Jackson, MS 39216 Attn: Ed Dedeaux, Engineer		Name and Address of Contractor: Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073	

Schedule of Contract Change Orders
(List every change order issued to date of this request even if no work has been done under one or more such orders.)

Contract Change Order No. (1)	Date (2)	Description (3)	Additions to Contract Price as Shown on Change Order (4)	Deductions from Contract Price as Shown on Change Order (5)
1	12/12/2017	The addition of a 6-foot by 6-foot hatch in the top of the sludge pit to allow for better installation and maintenance of the new sludge pumps included in the project.	\$11,376.00	
2	01/22/18	Install Leopold disgned uni-strut anchoring system.	\$64,077.00	
3	7/2/2018	The addition of automatic air compressor system for the lime sludge pumps to keep the pulsation dampers charged and VFD drives, revision of the piping paint colors to match the colors the operator plans for the existing piping, addition of two differential pressure transmitters for communication between the rate of flow control valves and the filter controls,	\$49,731.67	
4		The addition of electrical work to install start/stop controller for backwash pump to coordinate between new filter controls and the existing backwash pump, install NEMA enclosure for sludge pump VFDs, and patch water leaks in existing filter concrete wall at existing pipe penetrations.	\$9,100.15	
Totals			\$134,284.82	\$0.00

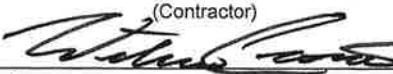

Analysis of Adjusted Contract Amount

(a)	Original Contract Amount	\$1,143,185.00
(b)	Plus: Additions Scheduled in Column 4 Above	\$134,284.82
(c)	Less: Deductions Scheduled in Column 5 Above	\$0.00
(d)	Adjusted Contract Amount to Date	\$1,277,469.82

Analysis of Work Performed to Date

(a)	Cost of Original Contract Work Performed to Date	\$1,143,185.00
(b)	Extra Work Performed to Date by Change Order	\$134,284.82
(c)	Total Cost of Work Performed to Date	\$1,277,469.82
(d)	Add: Materials Stored at Close of Period	\$0.00
(e)	Subtotal of (c) and (d)	\$1,277,469.82
(f)	Less: Retainage (CD)	\$2,873.49
(g)	Subtotal of (e) and (f)	\$1,274,596.33
(h)	Less: Amount of Previous Estimates	\$1,243,503.84
(i)	Amount Due This Estimate	\$31,092.49

Note: Actual 10% retainage of the first half of the contract is \$63,873.49. Retainage is held constant per the contract. A CD has been placed in lieu of retainage in the amount of \$61,000.00. Additional amount is deducted above.

<p align="center">Certificate of Contractor</p> <p>According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.</p> <p align="center">HEMPHILL CONSTRUCTION COMPANY, INC. (Contractor)</p> <p>By: </p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>9/17/18</u></p>	<p align="center">Recommendation of Engineer / Owner</p> <p>This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.</p> <p align="center">ALLEN & HOSHALL, LTD. (Engineer)</p> <p>By: </p> <p>Recommended Amount: <u>\$ 31,092.49</u></p> <p>Date: <u>9/24/18</u></p> <p align="center">CITY OF VICKSBURG, MISSISSIPPI (Owner)</p> <p>By: _____</p> <p>Recommended Amount: _____</p> <p>Date: _____</p>
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Name and Location of Project:
Vicksburg WTP Filter, Sludge Pump
Vicksburg, MS

Name and Address of Contractor:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Periodic Estimate No. 10 Final
Period 9/12/18-9/12/18

MM
DD
AM

SEP 25 2018

Item No.	Description of Item	Contract Quantity	Unit	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Cost of Uncompleted Work	% Comp.
1	Filters 9 and 10 including piping, media, valves, underdrains, surface wash, controls, and all appurtenances	1.00	LS	\$953,685.00	\$953,685.00	1.000	0.000	1.000	\$953,685.00	\$0.00	\$953,685.00	\$0.00	100%
2	Lime Sludge Pumps	1.00	LS	\$120,500.00	\$120,500.00	1.00	0.00	1.00	\$120,500.00	\$0.00	\$120,500.00	\$0.00	100%
3	Chemical Tank and Containment Basin	1.00	LS	\$69,000.00	\$69,000.00	1.00	0.00	1.00	\$69,000.00	\$0.00	\$69,000.00	\$0.00	100%
	Total Original Contract				\$1,143,185.00				\$1,143,185.00	\$0.00	\$1,143,185.00	\$0.00	100.00%
CO 1.1	Change Order 1 Addition of a 6' by 6' hatch in the top of the sludge pit.	1.00	LS	\$11,376.00	\$11,376.00	1.00	0.00	1.00	\$11,376.00	\$0.00	\$11,376.00	\$0.00	100%
	Total Change Order 1				\$11,376.00				\$11,376.00	\$0.00	\$11,376.00	\$0.00	100.00%
CO 2.1	Change Order 2 Install Leopold designed uni-strut anchoring system to bring underdrain to the same elevation in all 4 filter cells due to existing uneven filter floors, and poured extra grout bed underneath underdrain to create a level floor.	1.00	LS	\$64,077.00	\$64,077.00	1.00	0.00	1.00	\$64,077.00	\$0.00	\$64,077.00	\$0.00	100%
	Total Change Order 2				\$64,077.00				\$64,077.00	\$0.00	\$64,077.00	\$0.00	100.00%
CO 3.1	Change Order 3 The addition of automatic air compressor system for the lime sludge pumps to keep the pulsation dampers charged and VFD drives, revision of the piping paint colors to match the colors the operator plans for the existing piping, addition of two differential pressure transmitters for communication between the rate of flow control valves and the filter controls,	1	LS	\$49,731.67	\$49,731.67	1.00	0.00	1.00	\$49,731.67	\$0.00	\$49,731.67	\$0.00	\$1.00
	Total Change Order 3				\$49,731.67				\$49,731.67	\$0.00	\$49,731.67	\$0.00	100.00%
CO 4.1	Change Order 4 The addition of electrical work to install start/stop controller for backwash pump to coordinate between new filter controls and the existing backwash pump, install NEIMA enclosure for sludge pump VFDs, and patch water leaks in existing filter concrete wall at existing pipe penetrations.	1	LS	\$9,100.15	\$9,100.15	1.00	0.00	1.00	\$9,100.15	\$0.00	\$9,100.15	\$0.00	\$1.00
	Total Change Order 4				\$9,100.15				\$9,100.15	\$0.00	\$9,100.15	\$0.00	100.00%
	Total Current Contract				\$1,277,469.82				\$1,277,469.82	\$0.00	\$1,277,469.82	\$0.00	100.00%

PERIODIC ESTIMATE FOR PARTIAL PAYMENT		HCC Project # H17089	Purchase Order #
Name of Project: Vicksburg WTP Filter, Sludge Pump		Periodic Estimate No. 10 Final	
Location of Project: Vicksburg, MS		Period 9/12/18-9/12/18	
Name and Address of Owner: City of Vicksburg, Mississippi C/O Allen & Hoshall, Ltd. 1675 Lakeland Drive Suite 207 Jackson, MS 39216 Attn: Ed Dedeaux, Engineer		Name and Address of Contractor: Hemphill Construction Company, Inc. P.O. Drawer 879 Florence, MS 39073	

Schedule of Contract Change Orders

(List every change order issued to date of this request even if no work has been done under one or more such orders.)

Contract Change Order No. (1)	Date (2)	Description (3)	Additions to Contract Price as Shown on Change Order (4)	Deductions from Contract Price as Shown on Change Order (5)
			(4)	(5)
1	12/12/2017	The addition of a 6-foot by 6-foot hatch in the top of the sludge pit to allow for better installation and maintenance of the new sludge pumps included in the project.	\$11,376.00	
2	01/22/18	Install Leopold disigned uni-strut anchoring system.	\$64,077.00	
3	7/2/2018	The addition of automatic air compressor system for the lime sludge pumps to keep the pulsation dampers charged and VFD drives, revision of the piping paint colors to match the colors the operator plans for the existing piping, addition of two differential pressure transmitters for communication between the rate of flow control valves and the filter controls,	\$49,731.67	
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Totals			\$134,284.82	\$0.00

Analysis of Adjusted Contract Amount

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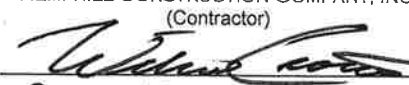
Analysis of Work Performed to Date

(a)	Cost of Original Contract Work Performed to Date	\$1,143,185.00
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(c)	Total Cost of Work Performed to Date	\$1,277,469.82
(d)	Add: Materials Stored at Close of Period	\$0.00
(e)	Subtotal of (c) and (d)	\$1,277,469.82
(f)	Less: Retainage (0%)	\$0.00
(g)	Subtotal of (e) and (f)	\$1,277,469.82
(h)	Less: Amount of Previous Estimates	\$1,274,596.33
(i)	Amount Due This Estimate	\$2,873.49

Certificate of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

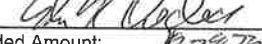
HEMPHILL CONSTRUCTION COMPANY, INC.
(Contractor)

By: 
Title: Project Manager
Date: 9/17/18

Recommendation of Engineer / Owner

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

ALLEN & HOSHALL, LTD.
(Engineer)

By: 
Recommended Amount: \$28,734.90
Date: 9/24/18

CITY OF VICKSBURG, MISSISSIPPI
(Owner)

By: _____
Recommended Amount: _____
Date: _____

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

September 17, 2018

City of Vicksburg, Mississippi
C/O
Allen & Hoshall, Ltd.
713 S. Pear Orchard Road
#100
Ridgeland, MS 39157

Attn: Ed Dedeaux, Engineer

Re: Vicksburg WTP Filter and Sludge Pump

Dear Sir:

Hemphill is submitting our final pay application. We ask that as you process our final estimate, that you also process any paper work necessary to release our Certificates of Deposit (totaling \$61,000.00) that you are holding as retainage. Please, have the Owner enclose the certificates with our payment for the final estimate when you mail it to us. Your immediate help in closing this project out is greatly appreciated. **Please, return the original powers of attorney and certificates of deposit. We will return it to the bank. You will not need to take any other action. Thank you.**

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read "Richard A. Rula".

Richard A. Rula, P.E.
President

RR/rg

The difficult we do immediately, the impossible takes a little longer!

H17089 Wilson



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

September 12, 2018

Allen & Hoshall
1675 Lakeland Dr #207
Jackson, MS 39216

Re: Vicksburg Water Treatment Plant Filter, Sludge Pump, and Chemical Tank Upgrades
City of Vicksburg, Mississippi

Attn: Mr. Ed Dedeaux, P.E.

Dear Mr. Dedeaux,

As of September 11, 2018, we have completed all work on the referenced project. We therefore request substantial completion on this project be dated September 11, 2018 and begin the warranty period on that date.

Sincerely,

HEMPHILL CONSTRUCTION COMPANY, INC.

A handwritten signature in black ink, appearing to read "Wilson Crockett", is written over a horizontal line.

Wilson Crockett
Project Manager

The difficult we do immediately, the impossible takes a little longer!

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO OWNER:
City of Vicksburg, Mississippi
C/O
Allen & Hoshall, Ltd.
713 S. Pear Orchard Road
#100
Ridgeland, MS 39157

Attn: Ed Dedeaux, Engineer

PROJECT NAME: Vicksburg WTP Filter and
Sludge Pump

PROJECT ADDRESS: Vicksburg, MS

ARCHITECT'S PROJECT NUMBER: NA

CONTRACT FOR: General Construction

CONTRACT DATED: July 10, 2017

STATE OF MISSISSIPPI
COUNTY OF SIMPSON

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to asset liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Conditional Release or
Waiver of Liens, conditional upon receipt
of final payment.

CONTRACTOR:

Hemphill Construction Company, Inc.

BY: 

Authorized Representative

Wilson Crockett, Project Manager

Printed Name and Title

Subscribed and sworn to before me on this
date: September 17, 2018




Notary Public

My Commission Expires: February 21, 2020

CONTRACTOR'S CONDITIONAL RELEASE OF WAIVERS OF LIENS

TO: City of Vicksburg, Mississippi
C/O
Allen & Hoshall, Ltd.
713 S. Pear Orchard Road, #100
Ridgeland, MS 39157

Attn: Ed Dedeaux, Engineer

We, the undersigned, are General Contractor furnishing services, labor, and/or material for:

Project: Vicksburg WTP Filter and Sludge Pump

Draw/Application #: 10 Final

Applicable Period: 9/12/18 – 9/12/18

For good and valuable consideration, receipt of which is hereby acknowledged, we hereby acknowledge full payment for services rendered, work performed, and/or materials furnished with regard to the above project.

The undersigned warrants that all laborers and furnishers employed by them upon said project have been fully paid for all work performed.

It is further understood and agreed that our signature to this agreement constitutes a full release of all claims, a waiver of lien rights against said project, and an acknowledgment of payment in full for work performed.

WITNESS my signature this 17th day of September, 2018.

CONTINGENT ON PAYMENT OF \$2,873.49 the release of \$61,000.00 in certificates of deposit.

Hemphill Construction Company, Inc.

By: 

Name: Wilson Crockett

Its: Project Manager

STATE OF MISSISSIPPI

COUNTY OF Simpson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of September, 2018, within my jurisdiction, the within named Wilson Crockett, who acknowledged that he is Project Manager of Hemphill Construction Company, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


(NOTARY PUBLIC)



My commission expires: February 21, 2020

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. 8245-00-55

PROJECT: 2017 Water Treatment Plant – Filter, Sludge Pump, and
Chemical Tank Upgrades Vicksburg MS

TO (Owner)
City of Vicksburg
P O Box 150
Vicksburg MS 39181

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: SAME AS ABOVE
CONTRACT DATE: June 20, 2017

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Vicksburg
P O Box 150
Vicksburg MS 39181

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 12 day of September, 2018.

FEDERAL INSURANCE COMPANY

Surety Company



Signature of Authorized Representative

Mary Anne Goodin

Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©
© 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

FORM 15-10-87 (ED. 4-77)

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi—

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **June, 2018**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this **22nd** day of **June, 2018** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 18, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 12, 2018**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com