



EVENT CENTER

DATE: October 17, 2016
FROM: Charlie Jeske, Director
ITEM: Final Payment to Scull Construction, Inc.

REQUEST

Please place on the October 25 Commission agenda the request to finalize final payment to Scull Construction, Inc. on money held until proof the exhibit hall floor was completed properly.

BACKGROUND INFORMATION

The city has never accepted the final work on the exhibit hall floor until proof was given which states the work was satisfactory. An outside firm, Braun Intertec Corporation, performed a petrographic examination on various floor locations in exhibit hall A & B. Braun's findings show the sealant was properly applied and the strength of the concrete work was satisfactory. The amount the city withheld until this study was completed totaled \$105,000.

RECOMMENDED CITY COMMISSION ACTION

Award the final payment of \$105,000 to Scull Construction, Inc.

STAFF CONTACT INFORMATION

I will not be present at the City Commission meeting so please contact me at 355-1370 or cjeske@bismarcknd.gov if you have any questions or require additional information prior to the meeting.

CONTRACT CHANGE ORDER FORM

DEPARTMENT

Contract between the City of Bismarck and Scull Construction Services Inc

Contract Number: 2013-00000056 Change Order Number: _____

Project/Subproject: _____ Original Contract Amt: 18,800,000

Project Description: Exhibit Hall Expansion

Previous Contract Amount: _____

Change Order Amount: _____

Original Contract Date: 6/26/13 Change in Contract Timeline: 10/31/16

Within Project Scope: (Y) / N*

Within Project Funding: (Y) / N**

**If not within project scope, attach description of change in scope for Board approval.*

***If not within project funding, attach revised Project Budget for Board approval.*

Type of Change Order

Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.

Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.

Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

Other: (describe) _____

Project Manager Signature: (<\$15,000) _____

Date

Department Head Signature: (<\$25,000) _____

Date

ADMINISTRATION

City Administrator Signature: (<\$50,000) _____

Date

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: _____

Attach minutes for Commission Approval

FISCAL

Comments: _____

Signature

Date Completed

TO ALL DEPARTMENTS: Please attach a copy of the change order

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
 City of Bismarck
 221 N. Fifth Street, Forth Floor
 Bismarck, ND 58501

PROJECT:
 Bismarck Civic Center - Exhibit Hall Expansion
 315 South 5th Street
 Bismarck, ND 58504

FROM CONTRACTOR:
 Scull Construction Service, Inc.
 P.O. Box 7636
 Rapid City, SD 57709

VIA ARCHITECT:
 UBL Design Group
 210 South 12th Street
 Bismarck, ND 58504

APPLICATION NO: 21
APPLICATION DATE: 01-May-15
PERIOD TO: 31-Dec-15
PROJECT NOS: ND201321

Distribution to:

X	OWNER
	ARCHITECT
X	CONTRACTOR

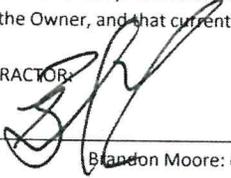
CONTRACTOR'S APPLICATION FOR PAYMENT

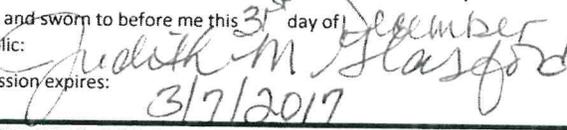
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	18,800,000.00
2. NET CHANGE BY CHANGE ORDER	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	18,800,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	18,598,780.00
5. RETAINAGE:	
3. <u>5% % of Completed Work</u>	0.00
(Column D + E on G703)	
3. <u>5% % of Stored Material</u>	0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	0.00
5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	18,598,780.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	18,493,780.00
1. CURRENT PAYMENT DUE	105,000.00
1. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	201,220.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0.00
<i>See Owners Contingency Summary log</i>		
Total approved this Month	\$0	\$0.00
TOTALS	\$0	\$0.00
NET CHANGES by Change Order		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: 
 By: _____ Date: 12/31/15
 Brandon Moore: Project Manager

State of: South Dakota County of: Pennington
 Subscribed and sworn to before me this 31st day of December, 2015
 Notary Public: 
 My Commission expires: 3/7/2017

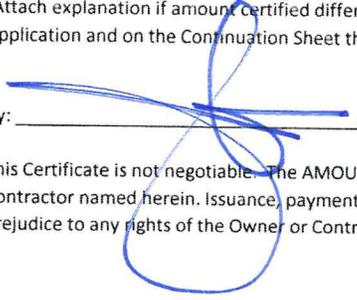


ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 105,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By:  Date: 10/5/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

IA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

contractor's signed Certification is attached.

Tabulations below, amounts are stated to the nearest dollar.

See Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 21

APPLICATION DATE: 5/1/2015

PERIOD TO: 12/31/2015

Revised: n/a

ARCHITECT'S PROJECT NO: ND201321

B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
	ORIGINAL	FROM PREVIOUS APPLICATION (D + E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			% (G / C)			
JILDING PERMIT	60000	60,000.00				60,000.00	100%	-	-
QUIPMENT	83676	83,676.00		-		83,676.00	100%	-	-
VEHICLES	24000	24,000.00		-		24,000.00	100%	-	-
VEHICLE FUEL	19200	19,200.00		-		19,200.00	100%	-	-
WALL TOOL ALLOWANCE	10000	10,000.00		-		10,000.00	100%	-	-
ISC JOB MATERIAL	30000	30,000.00		-		30,000.00	100%	-	-
SAFETY	11900	11,900.00		-		11,900.00	100%	-	-
CASH FEES	22400	22,400.00		-		22,400.00	100%	-	-
BUILDERS RISK INSURANCE	20400	20,400.00		-		20,400.00	100%	-	-
BOND	139797	139,797.00		-		139,797.00	100%	-	-
PER DIEM	20800	20,800.00		-		20,800.00	100%	-	-
LOADING	40000	40,000.00		-		40,000.00	100%	-	-
OWNER CONTINGENCY	201220					-	0%	201,220.00	
SUPERVISION	142400	142,400.00		-		142,400.00	100%	-	-
ASSIST SUPERVISION	118400	118,400.00		-		118,400.00	100%	-	-
PROJECT MANAGEMENT	44000	44,000.00		-		44,000.00	100%	-	-
TELEPHONE MOBILIZATION	7000	7,000.00		-		7,000.00	100%	-	-
TEMP ELECTRICITY	3200	3,200.00		-		3,200.00	100%	-	-
TEMP HTG	21000	21,000.00		-		21,000.00	100%	-	-
TEMP TELECOMMUNICATIONS	9600	9,600.00		-		9,600.00	100%	-	-
UNITARY FACILITIES	5600	5,600.00		-		5,600.00	100%	-	-
TEMP BARRICADES	42500	42,500.00		-		42,500.00	100%	-	-
TEMP FENCING	33000	33,000.00		-		33,000.00	100%	-	-
TEMP SECURITY ENCLOSURES	1800	1,800.00		-		1,800.00	100%	-	-
PROGRESS CLEANING	60000	60,000.00		-		60,000.00	100%	-	-
FINAL CLEANING	26500	26,500.00		-		26,500.00	100%	-	-
INCHLIST	5000	5,000.00		-		5,000.00	100%	-	-
TEST SURVEYS	8000	8,000.00		-		8,000.00	100%	-	-
MATERIAL TESTING	38495	38,495.00		-		38,495.00	100%	-	-
LECTIVE BUILDING DEMO	25000	25,000.00		-		25,000.00	100%	-	-
BUILDING DEMOLITION/SITE UTILITIES/EARTHWORK	2168640	2,168,640.00		-		2,168,640.00	100%	-	-
REINFORCING STEEL	175162	175,162.00		-		175,162.00	100%	-	-
CONCRETE MATERIAL	417203	417,203.00		-		417,203.00	100%	-	-
CONCRETE SUBCONTRACTOR	555500	555,500.00		-		555,500.00	100%	-	-
LAB ON GRADE PLACE	312500	312,500.00		-		312,500.00	100%	-	-
CAST CONC HOLLOW CORE PLANK	1056653	1,056,653.00		-		1,056,653.00	100%	-	-

CONTINUATION SHEET

AIA DOCUMENT G703

IA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 21

ontractor's signed Certification is attached.

APPLICATION DATE: 5/1/2015

Tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/31/2015

Revised: n/a

See Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: ND201321

CONCRETE UNIT MASONRY	638800	638,800.00	-		638,800.00	100%	-	-
STRUCTURAL STEEL FOR BLDGS	2412702	2,412,702.00	-		2,412,702.00	100%	-	-
STEEL ERECTION	985900	985,900.00	-		985,900.00	100%	-	-
METAL FRAMING/DRYWALL/TAPE AND MUD	1095911	1,095,911.00	-		1,095,911.00	100%	-	-
ISG ROUGH CARPENTRY	34900	34,900.00	-		34,900.00	100%	-	-
WOOD CASEWORK	239860	239,860.00	-		239,860.00	100%	-	-
SELF-ADHERING SHEET WATERPROOFING	98300	98,300.00	-		98,300.00	100%	-	-
EXTRUDED INSULATION	58480	58,480.00	-		58,480.00	100%	-	-
FLUID APPLIED MEMBRANE	8750	8,750.00	-		8,750.00	100%	-	-
METAL WALL PANELS	322191	322,191.00	-		322,191.00	100%	-	-
MEMBRANE ROOFING/FLASHING/PAVERS	1671407	1,671,407.00	-		1,671,407.00	100%	-	-
APPLIED FIREPROOFING	203500	203,500.00	-		203,500.00	100%	-	-
JOINT SEALANTS / FIRESTOPPING	110690	110,690.00	-		110,690.00	100%	-	-
EXPANSION JOINT ASSEMBLIES	33251	33,251.00	-		33,251.00	100%	-	-
ROLLUP METAL DOORS & FRAMES	133000	133,000.00	-		133,000.00	100%	-	-
ACCESS DOORS & PANELS	437	437.00	-		437.00	100%	-	-
SLIDING DOORS & GRILLES	77504	77,504.00	-		77,504.00	100%	-	-
GLASS GLAZING / STOREFRONT	496021	496,021.00	-		496,021.00	100%	-	-
GLAZING	191200	191,200.00	-		191,200.00	100%	-	-
ACOUSTICAL CEILINGS	142600	142,600.00	-		142,600.00	100%	-	-
ISG	174000	174,000.00	-		174,000.00	100%	-	-
CARPETING	254991	254,991.00	-		254,991.00	100%	-	-
VERTICAL SURFACING PANEL SYSTEM	15360	15,360.00	-		15,360.00	100%	-	-
FLOOR POLISHING	150000	150,000.00	-		150,000.00	100%	-	-
PAINTING & COATING	177400	177,400.00	-		177,400.00	100%	-	-
EXTERIOR SIGNAGE	7422	7,422.00	-		7,422.00	100%	-	-
TOILET COMPARTMENTS	33473	33,473.00	-		33,473.00	100%	-	-
PERFORATED PARTITIONS	245000	245,000.00	-		245,000.00	100%	-	-
PROTECTIVE WALL COVERING	7289	7,289.00	-		7,289.00	100%	-	-
TOILET ACCESSORIES	46782	46,782.00	-		46,782.00	100%	-	-
RE EXTINGUISHER CABINETS	1958.42	1,958.42	-		1,958.42	100%	-	-
WINDOW TREATMENT	4177	4,177.00	-		4,177.00	100%	-	-
DEWATERING	100000	100,000.00	-		100,000.00	100%	-	-
CAST-IN-PLACE CONCRETE PIERS	5100	5,100.00	-		5,100.00	100%	-	-
SINGLE COLUMN PIER FOUNDATIONS	217400	217,400.00	-		217,400.00	100%	-	-
ASPHALT PAVING	174579	174,579.00	-		174,579.00	100%	-	-
CONCRETE PAVING	283550	283,550.00	-		283,550.00	100%	-	-
IRRIGATION	18900	18,900.00	-		18,900.00	100%	-	-
LANDSCAPING	64582	64,582.00	-		64,582.00	100%	-	-

CONTINUATION SHEET

AIA DOCUMENT G703

IA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

contractor's signed Certification is attached.

Calculations below, amounts are stated to the nearest dollar.

See Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 21

APPLICATION DATE: 5/1/2015

PERIOD TO: 12/31/2015

Revised: n/a

ARCHITECT'S PROJECT NO. ND201321

Change Orders/Contingency Allocation Request								
Change Orders								-
AR#1-Builders Risk/Sign Removal	13624	13,624.00	-		13,624.00	100%	-	-
AR#2- PC#1, PC#11, PC#12, PC#15 and PC#16	26757	26,757.00	-		26,757.00	100%	-	-
AR#3- PC#9	110545	110,545.00	-		110,545.00	100%	-	-
AR#4- PC#10, PC#13, PC#17, PC#18, PC#19, PC#22, PC#24, C#25, PC#26	35390	35,390.00	-		35,390.00	100%	-	-
AR#5- PC#20, PC#28, PC#31, PC#32, PC#34, PC#35, PC#36, C#38, PC#39, PC#40	45029	45,029.00	-		45,029.00	100%	-	-
AR#6- PC#27, PC#29, PC#33, PC#37, PC#41, PC#42, PC#43, C#45, PC#46, PC#48	263235	263,235.00	-		263,235.00	100%	-	-
AR#7-Paradigm Winter Conditions	15000	15,000.00	-		15,000.00	100%	-	-
AR#8- PC#44, PC#52, PC#54-R, PC#55, PC#56, PC#57, C#58, PC#61, PC#63-R, PC64, PC#65, PC#67, PC#68, C#71, PC#72	30728	30,728.00	-		30,728.00	100%	-	-
AR#9-PC73, PC#74, PC75, PC#76, PC78	-46528.69	(46,528.69)	-		(46,528.69)	100%	-	-
Initial C.O.	105000	-	105,000.00		105,000.00	100%	-	-
		-			-			
Subtotal	\$ 17,496,692.73	\$ 17,190,472.73	\$ 105,000.00	\$ -	\$ 17,295,472.73	99%	201,220.00	-
Overhead and Fee	1303307	1,303,307.00	-		1,303,307.00	100%	-	-
Total	\$18,800,000	\$18,493,780	\$105,000	\$0	\$18,598,780	99%	201,220.00	-

Check \$201,220



AIA®

Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)

Bismarck Civic Center: Exhibit Hall
Expansion
315 S. 5th Street
Bismarck, North Dakota

PROJECT NUMBER: P13-02/

CONTRACT FOR: General Construction

CONTRACT DATE: June 26, 2013

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO OWNER:

(Name and address)

City of Bismarck
221 N. 5th Street
Fourth Floor
Bismarck, ND 58501

TO CONTRACTOR:

(Name and address)

Scull Construction Services - North Dakota
803 Industrial Avenue
Rapid City, SD 57702

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Concrete Floor in Halls A and B

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Contractors 1 year warranty

Date of Commencement

10/01/16

Ubl Design Group, P.C.

10/05/16

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Scull Construction Services - ND

10/10/16

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 (time) on October 1, 2016 (date).

City of Bismarck

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Not Applicable



AIA[®]

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Bismarck Civic Center: Exhibit Hall Expansion 315 S. 5 th Street Bismarck, ND 58501	ARCHITECT'S PROJECT NUMBER: P13-02	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Bismarck 221 N. 5 th Street Fourth Floor Bismarck, ND 58501	CONTRACT FOR: General Construction	
	CONTRACT DATED: June 26, 2013	

STATE OF: South Dakota
COUNTY OF: Pennington

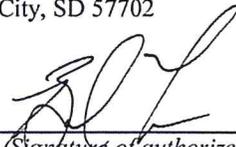
The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*
Scull Construction Service - North Dakota
803 Industrial Ave
Rapid City, SD 57702

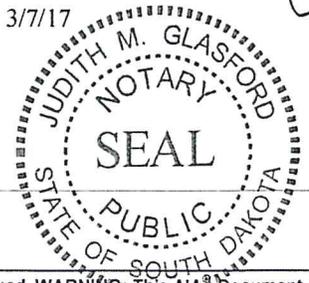
BY: 
(Signature of authorized representative)
Brandon Moore, Sr. Project Manager
(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date: 10/10/2016

Notary Public: 
My Commission Expires: 3/7/17





AIA[®]

Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Bismarck Civic Center: Exhibit Hall Expansion 315 S. 5 th Street	ARCHITECT'S PROJECT NUMBER: P13-02	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Bismarck 221 N. 5 th Street Fourth Floor Bismarck, ND 58501	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED: June 26, 2013	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: South Dakota
COUNTY OF: Pennington

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 assert 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 Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

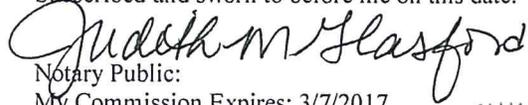
CONTRACTOR: *(Name and address)*
Scull Construction Services - North Dakota
803 Industrial Avenue
Rapid City, SD 57702

BY:



(Signature of authorized representative)
 Brandon Moore, Sr. Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date: 10/10/2016

 Notary Public:
 My Commission Expires: 3/7/2017





AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

Bond #190028544

PROJECT: <i>(Name and address)</i> Bismarck Civic Center Exhibit Hall Expansion	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Bismarck Civic Center Exhibit Hall Expansion	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Bismarck 221 N 5th St, 4th Floor Bismarck ND 58501	CONTRACT DATED: June 26, 2013	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston MA 02116

, SURETY,

on bond of
(Insert name and address of Contractor)

Scull Construction Service North Dakota, Inc.
3218 111H Ave SW, Suite E
Dickinson ND 58501

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Bismarck
221 N 5th Street, 4th Floor
Bismarck ND 58501

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 10, 2016**
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company
(Surety)

(Signature of authorized representative)

Scott R. Yeoman, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7297121

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam Templeton; Cheryl Benham; David Schmidt; Scott R. Yeoman

all of the city of Rapid City, state of SD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of March, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of March, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of October, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day