

C O N T R A C T

THIS CONTRACT made and entered into this 30 day of November, 2017, by and between Precision Concrete Cutting of Oklahoma LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

CORE AREA HORIZONTAL SAW CUTTING PROJECT, PHASE 2

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) One Hundred Thirty-Three Thousand, Three Hundred Six Dollars & Zero /100 (DOLLARS);

(NUMERALS) (\$ 133, 306 . 00);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his/her own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project CDBG/Grants Manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project CDBG/Grants Manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Contract No. K-1718-82

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Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project CDBG/Grants Manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his/her final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously.

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of his/her Agreement.

5) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

6) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

7) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

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8) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.

9) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

10) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

11) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
) ss:
COUNTY OF Canadian)

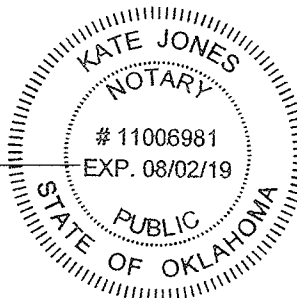
RoxAnn Baker, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

RoxAnn Baker
Contractor

Subscribed and sworn to before me this 28th day of November, 2017.

Kate Jones
Notary Public

My Commission Expires: Aug 2nd 19



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IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 28 day of November, 2017, and the ___ day of _____, _____.

(Corporate Seal) (where applicable)

N/A

Principal RoxAnn Baker

Signed: RoxAnn Baker

Title: Owner-Managing Member

Address 11417 SW 109th St, Mustang, OK 73064

Telephone: 405-427-4455

ATTEST:

Authorized Representative

Corporate Secretary (where applicable)

CITY OF NORMAN:

Approved as to form and legality this ___ day of _____ 20__.

City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20__.

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Canadian)

RoxAnn Baker, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Precision Concrete Cutting to submit the above Contract to the City of Norman, Oklahoma. of Oklahoma LLC

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

RoxAnn Baker
Contractor

Subscribed and sworn to before me this 28th day of November, 2017.

Kate Jones
Notary Public

My Commission Expires:
Aug 2nd 19





City of Norman, Oklahoma
 Planning & Community Development
 CDBG Program
 PO Box 370
 Norman, Oklahoma 73070

PH: (405) 366-5322 – FX: (405) 366-5379

CERTIFICATION OF SPECIAL CONDITIONS FOR CDBG CONTRACTS

In accordance with the applicable statutes and the regulations governing the special conditions for Community Development Block Grant Contracts, the Primary Contractor; Precision Concrete Cutting of Oklahoma LLC certifies that they shall:

- Comply with all applicable special conditions for CDBG contracts as contained in Exhibit "A" of the contract.
- Insert appropriate provisions in all sub-contracts covering work under this contract to ensure compliance by sub-contractors.
- Be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- Not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

RoxAnn Baker
 Signature / Authorized Official

11/28/2017
 Date

Owner-Managing Member
 Title

Precision Concrete Cutting of Oklahoma LLC
 Company





City of Norman, Oklahoma
 Planning & Community Development
 CDBG Program
 PO Box 370
 Norman, Oklahoma 73070
 PH: (405) 366-5322 – FX: (405) 366-5379

CERTIFICATIONS

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Housing and Urban Development regulations implementing Section 3 of the Housing and Urban Development Act of 1968 require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

As evidence of Compliance, the undersigned certifies that he/she will:

1. Take affirmative steps to hire and train lower income residents of the project area, and
2. solicit the participation of businesses located in or owned substantially by persons residing in the area of the project.

Signed: Raymond Baker

Date: 11/28/2017

Title: Owner-Managing Member

COMPANY: Precision Concrete Cutting of Oklahoma LLC



RE: SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

PROJECT # K-1718-82
 SPONSOR: _____

ANTICIPATED AND ACTUAL SUBCONTRACTS:

The following list is intended to provide information on anticipated subcontracts and to provide a record of actual subcontracts.

The final record will be provided HUD Equal Opportunity Division for their use as desired and to reflect affirmative compliance by this company.

COMPLETE FOR SUBMISSION WITH BID			THIS PORTION IS FOR RECORD KEEPING PURPOSES AFTER RECEIVING CONTRACT			
Craft/Specialty	Approximate		Subcontractor Name & Address	Project Area Business		Actual Contract
	\$ Amount	*Date		Yes	No	\$ Amount
N/A	0					
Total			Goals for Subcontracts			

* 0 Total \$ to Area Businesses

* Set dollar amount goals for awarding of contracts to Small or Disadvantaged Area Businesses.

Date - Approximate starting and ending date of construction

Total Bid Amount \$133,306.00 Information for Bidders

**Attachment 2
 RE: SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
 PROJECTED WORKFORCE NEEDS**

COMPANY: Precision Concrete Cutting of OK LLC

PROJECT #K-1718-82

SPONSOR:

CONTRACT: K-1718-82

AFFIRMATIVE RECRUITMENT AND UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS

The list of crafts [by classification or specialty] below reflects anticipated numbers of employees which will be required to complete this company's part of the project. In accordance with Section 3 of the Housing and Urban Development Act of 1968, the company submits the following anticipated workforce needs and hereby establishes the following, goals: [Include all projected position including administrative and clerical.

COMPLETE FOR SUBMISSION WITH BID					THIS PORTION IS FOR RECORD KEEPING PURPOSES AFTER RECEIVING CONTRACT		
					NUMBER FROM PROJECT AREA		
Craft	* Total Required	Journeyman	Apprentice	Trainee	Journeyman	Apprentice	Trainee
N/A	0						

* Anticipated & Approximate

*Low income resident goals N/A

Set goals as indicated above for submission with bid.

**CONTRACTOR AFFIRMATIVE ACTION PLAN AND PRELIMINARY
WORK FORCE NEEDS STATEMENT RE: EXECUTIVE ORDER 11246**

Gentlemen:

Precision Concrete Cutting of Oklahoma LLC, in compliance with Executive Order 11246, hereby gives notice that no person in the United States shall on the basis of race, color, religion, sex, or national origin be denied employment, and further assurance is also given that Precision Concrete Cutting of Oklahoma LLC will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties and all subcontractors so notified. All Equal Opportunity posters will be displayed as required.

Keith Beeson has been appointed as the Equal Opportunity Officer to coordinate company efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints, etc. Attachment 2 reflects present employment of the Company and percentage goals for projected hiring of minorities and women.

AFFIRMATIVE SUBCONTRACTING

In accordance with Section 202, Subpart B, Attachment I reflects anticipated subcontractor needs (by craft) and approximate dollar amounts in each category for the duration of the project. N/A will use the HUD Business Registry, as far as possible in the project area, and inform them of the need to be on the HUD Registry.

RECORDS AND REPORTS

The Company shall submit all reports required in a timely fashion. The Company shall also assure that all subcontractors shall submit required reports as needed.

Roy Ann Baker
Signature

Owner
Title

11417 SW 109th St
Address
Mustang, OK

73064

**Attachment I
RE: EXECUTIVE ORDER 11246**

PROJECT # K-1718-82
CONTRACTOR: Precision Concrete Cutting Of Ok LLC

ANTICIPATED AND ACTUAL SUBCONTRACTS:

The following list is intended to provide information on anticipated subcontracts and to provide a record of actual subcontracts.
The final record will be provided HUD Equal Opportunity Division for their use as desired and to reflect affirmative compliance by this company.

COMPLETE FOR SUBMISSION WITH BID			THIS PORTION IS FOR RECORD KEEPING PURPOSES AFTER RECEIVING CONTRACT					
	Approximate			Minority Owned			Actual Contract	
Craft/Specialty	\$ Amount	*Date	Subcontractor Name & Address	Yes	No	Sex/Race Code	\$ Amount	
N/A	0							
Total			Goals for Subcontracts					

* 0 Total \$ to Minority Businesses

- Racial Codes:
 I – Indian M - Male
 B – Black F - Female
 S/A - Spanish American
 W - White
 O - Other

* Set dollar amount goals for awarding of contracts to Small or Disadvantaged Area Businesses.
 Date - Approximate starting and ending date of construction

Total Bid Amount \$133,306.00

**Attachment 2
RE: Executive Order 11246
PROJECTED WORKFORCE NEEDS**

COMPANY: Precision Concrete Of OK LLC

PROJECT #: K-1718-82

CONTRACT: K-1718-82

AFFIRMATIVE RECRUITMENT AND UTILIZATION OF MINORITIES AND WOMEN

The list of crafts [by classification or specialty] below reflects anticipated numbers of employees which will be required to complete this company's part of the project. In accordance with Executive Order 11246, the company submits the following anticipated workforce needs and hereby establishes the following, goals: [Include all projected position including administrative and clerical.

COMPLETE FOR SUBMISSION WITH BID					THIS PORTION IS FOR RECORD KEEPING PURPOSES ONLY AFTER RECEIVING CONTRACT					
Craft	* Total Required	Journeyman	Apprentice	Trainee	Journeyman		Apprentice		Trainee	
					Race	Sex	Race	Sex	Race/	Sex
Powertool Operator	4	4								
Clerical	1	1								

* Anticipated & Approximate

*Minority and Women Goals 1/F

Set goals as indicated above for submission with bid.

Racial Codes

I – Indian

B – Black

S/A – Spanish American

W-White

O- Other

M- Male

F-Female

CERTIFICATE OF NONDISCRIMINATION

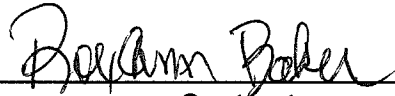
In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions in this section.

- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the Contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further Contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

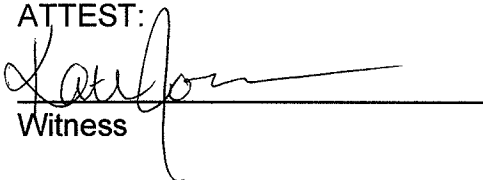
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above-stated clause and agree to abide by its requirements.



Contractor

ATTEST:



Witness



Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Precision Concrete Cutting of Oklahoma, LLC
11417 SW 109th St
Mustang, OK 73064

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
445 S Moorland Road, Suite 200
Brookfield, WI 53005

OWNER:

(Name, legal status and address)

City of Norman
201 W Gray St
Norman, OK 73069

BOND AMOUNT: \$133,306.00

PROJECT:

(Name, location or address, and Project number, if any) Core Area 2

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November, 2017.

(Witness)

(Witness)

Kathy Jewell

(Principal)

(Seal)

(Title)

(Surety)

Attorney-In-Fact

(Title)

(Seal)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

KAREN P. EGBERT, KARI KONDEL, DARRIN L. WHEAT, KATHERINE LEE JEWELL, RYAN J GARDNER, JASON S GARDNER, DAVID K RIDING, SUSAN CHOURNOS, VONJA EGGLESTON, KRISTINA SNOW, OF SANDY, UT

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 FIVE HUNDRED THOUSAND DOLLARS(\$500,000)----- 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.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of APRIL, 2017.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

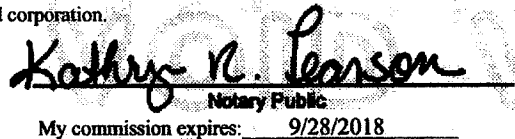



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of APRIL, 2017, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

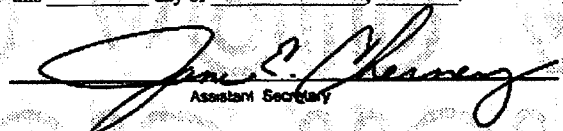
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power 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.

48-1288

Signed and sealed at the City of Brookfield, WI this _____ day of _____




Assistant Secretary

INFINTEAM INSURANCE INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT THIS DOCUMENT IS VOID.