

State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
DNR214093

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

Par Roofing Co., Inc.
 543 Washington Ave.
 Huntington, WV 25701

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P
T
O

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
04/23/2014

BID OPENING DATE: 05/07/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1	05/07/14 12:56:11PM West Virginia Purchasing Division	
				ADDENDUM IS ISSUED:		
				1. TO CHANGE THE BID OPENING DATE TO MAY 7, 2014 AT 1:30PM.		
				2. TO PROVIDE A COPY OF THE PRE-BID MEETING SIGN-IN SHEETS.		
				3. TO PROVIDE MINUTES FROM THE PRE-BID MEETING.		
				4. TO MODIFY TERMS AND CONDITIONS TO ADD LIQUIDATED DAMAGES IN THE AMOUNT OF \$250.00 PER DAY. SEE ATTACHMENT FOR DETAILS.		
				5. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				***** END OF ADDENDUM NO. 1 *****		

SIGNATURE <i>Reggie Johnson</i>	TELEPHONE 304-525-9710	DATE 5/7/14
TITLE PRESIDENT	FEIN 55-0659326	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF
DEAN WINGERD
304-558-0468

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE
 PAR ROOFING CO., INC.
 543 WASHINGTON AVE.
 HUNTINGTON, WV 25701

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
03/19/2014

BID OPENING DATE: 04/29/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY APRIL 16, 2014 AT 10:00AM AT BELLEVILLE FIELD STATION, 525 RIVER LANE, BELLEVILLE WV 26133. PHONE NUMBER 304-863-5202 OR 304-420-4550. ***** PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. ***** THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR CONSTRUCTION, SPECIFICALLY, ROOF REPAIRS OR REPLACEMENT FOR TWO BUILDINGS AT THE BELLEVILLE FIELD STATION IN BELLEVILLE, WV, IN WOOD COUNTY, PER THE ATTACHED SPECIFICATIONS. ***** PROJECT MANUAL MAY BE OBTAINED FROM THE ARCHITECT CHAPMAN TECHNICAL GROUP 200 6TH AVENUE ST. ALBANS, WV 25177 TELEPHONE: 304-727-5501 FAX NUMBER: 304-727-5580 A NON-REFUNDABLE DEPOSIT OF \$125.00 IS REQUIRED, PLUS SHIPPING AND HANDLING FOR SETS THAT ARE MAILED. ATTACHMENTS TO THIS RFQ INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS.</p>						

SIGNATURE <i>Roger Jones</i>	TELEPHONE 304-525-9710	DATE 5/7/14
TITLE PRESIDENT	FEIN 55-0659326	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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 Charleston, WV 25305-0130

Solicitation

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DNR214093

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
DEAN WINGERD
304-558-0468

RFQ COPY

V E N D O R
TYPE NAME/ADDRESS HERE
PAR ROOFING CO., INC.
543 WASHINGTON AVE.
HUNTINGTON, WV 25701

S H I P T O
DIVISION OF NATURAL RESOURCES
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED
03/19/2014

BID OPENING DATE: 04/29/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)		
				4. CERTIFICATION AND SIGNATURE PAGE		
				5. PURCHASING AFFIDAVIT		
				6. DRUG-FREE WORKPLACE AFFIDAVIT		
				7. BID BOND INSTRUCTIONS AND FORM		
				8. WV-75 CONSTRUCTION BID SUBMISSION REVIEW FORM		

0001	1	LS		910-66		
				ROOF REPAIRS AND REPLACEMENT BELLEVILLE FIELD OFFICE		
***** THIS IS THE END OF RFQ DNR214093 ***** TOTAL: SEE BID FORM						

SIGNATURE <i>Roger John</i>	TELEPHONE 304-525-9710	DATE 5/7/14
TITLE PRESIDENT	FEIN 55-0659326	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: DEAN WINGERD

SOLICITATION NO.: DNR214093

BID OPENING DATE: MAY 7, 2014

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-525-9760

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: April 29, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: PAR ROOFING CO., INC.

Contractor's License No. WV002970

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

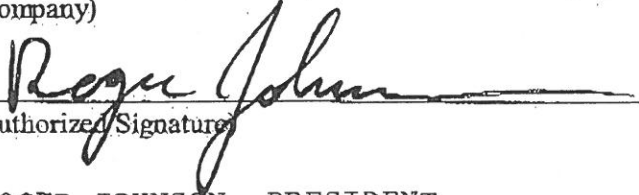
3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

PAR ROOFING CO., INC.

(Company)



(Authorized Signature)

ROGER JOHNSON, PRESIDENT

(Representative Name, Title)

304-525-9710

(Phone Number)

304-525-9760

(Fax Number)

MAY 7, 2014

(Date)

**ROOF REPLACEMENT AND REPAIR
BELLEVILLE FIELD STATION-DNR214093**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Name of Bidder:

PAR ROOFING CO., INC.

Address of Bidder:

543 WASHINGTON AVENUE
HUNTINGTON, WV 25701

Phone Number of Bidder:

304-525-9710

WV Contractors License No.

WV002970

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid consists of all of the Roof Replacement and Repair and all related work.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$239,000.00

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

TWO HUNDRED THIRTY NINE THOUSAND
DOLLARS AND ZERO CENTS

The contract award shall be based on the lowest base bid.

**ROOF REPLACEMENT AND REPAIR
BELLEVILLE FIELD STATION-DNR214093**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Unit Prices

Provide unit prices in accordance with Specification Section 01220 – Unit Prices. The Unit Price will be used to price work in the event that the quantities required are more or less than the quantities indicated on the Drawings. The Unit Prices will be used for work added to or deducted from the Contract Sum.

Unit Price #1 Repair Damaged Soffit/Gutter

Provide a Unit Price per square foot to repair the metal gutter and soffit

Unit Price #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to be used to price found conditions that require additional repairs to the gutter and soffit, written in numbers.

\$250.00

Unit Price #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to be used to price found conditions that require additional repairs to the gutter and soffit, written in words.

TWO HUNDRED FIFTY DOLLARS
AND ZERO CENTS

Unit Price #2 Remove and Reset Existing Roof Tiles

Provide a Unit Price

Provide a Unit Price to reset ten square feet of existing roof tiles.

Unit Price #2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to reset up to ten square feet of existing Roof Tiles, written in numbers.

\$350.00

Unit Price #2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to reset up to ten square feet of existing Roof Tiles, written in words.

THREE HUNDRED FIFTY DOLLARS
AND ZERO CENTS

**ROOF REPLACEMENT AND REPAIR
BELLEVILLE FIELD STATION-DNR214093**

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Unit Price #3 Replace Missing or Broken Roof Tiles

Provide a Unit Price to replace ten square feet of roof tile.

Unit Price #3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to replace up to ten square feet of missing or broken Roof Tiles, written in numbers.

\$400.00

Unit Price #3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to replace up to ten square feet of missing or broken Roof Tiles, written in words.

FOUR HUNDRED DOLLARS
AND ZERO CENTS

Unit Price #4 Replace Missing or Broken Hip Roll Tiles

Provide a Unit Price to replace hip roll tiles.

Unit Price #4: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to replace individual missing or broken Hip Roll Tiles, written in numbers.

\$150.00

Unit Price #4: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to replace individual missing or broken Hip Roll Tiles, written in words.

ONE HUNDRED FIFTY DOLLARS
AND ZERO CENTS

Unit Price #5 Replacement of Roof Deck at Lock Masters House

Provide a Unit Price to replace each 1x6x8 roof deck.

Unit Price #5: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to replace individual 1x6x8, written in numbers.

\$80.00

Unit Price #5: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to replace individual 1x6x8, written in words.

EIGHTY DOLLARS AND ZERO CENTS

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO-WIT:

I, ROGER JOHNSON, after being first duly sworn, depose and state as follows:

1. I am an employee of PAR ROOFING CO., INC.; and,
(Company Name)
2. I do hereby attest that PAR ROOFING CO., INC.
(Company Name)


maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By: *Roger Johnson*
 Title: ROGER JOHNSON, PRESIDENT
 Company Name: PAR ROOFING CO., INC.
 Date: 5/7/14

Taken, subscribed and sworn to before me this 7th day of MAY, 2014.

By Commission expires July 22, 2020

(Seal) 

Sunny Leigh Day
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: PAR ROOFING CO., INC.

Authorized Signature: *Roger Johnson* Date: 5/7/14
ROGER JOHNSON, PRESIDENT

State of WV

County of CABELL, to-wit:

Taken, subscribed, and sworn to before me this 7th day of MAY, 2014.

My Commission expires July 22, 2020, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Sunny Leigh Day
Purchasing Affidavit (Revised 07/01/2012)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR214093

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

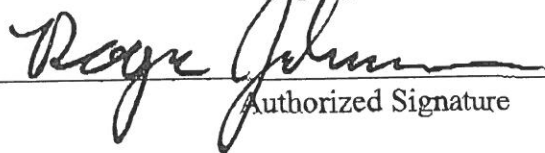
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PAR ROOFING CO., INC.

Company


 Authorized Signature

ROGER JOHNSON, PRESIDENT 5/7/14

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Par Roofing Co, Inc.
of Huntington, West Virginia, as Principal, and The Ohio Casualty Insurance
Company of Fairfield, Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

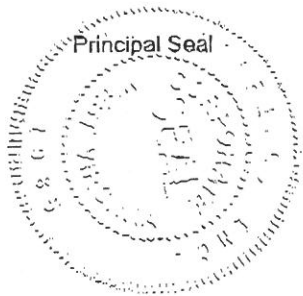
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DNR214093 - Roof Replacement and Repair at Belleville Field Station, Belleville, WV

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and Insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

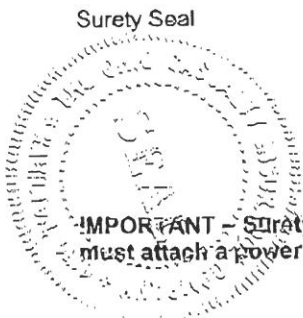
WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 7th day of May, 2014.



Par Roofing Co, Inc.
(Name of Principal)

By Roger Johnson
(Must be President, Vice President, or
Duly Authorized Agent)

ROGER JOHNSON, PRESIDENT
(Title)



The Ohio Casualty Insurance Company
(Name of Surety)

Clarence C Massey
Clarence C Massey, Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Peoples Insurance Agency LLC

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Clarence C. Massey, Thomas H. Bottoms Jr of HUNTINGTON, West Virginia its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 1st day of December, 2012.



Gregory W. Davenport Assistant Secretary

On this 1st day of December, 2012 before the subscriber, a Notary Public of the State of Washington, in and for the County of King, duly commissioned and qualified, came Gregory W. Davenport, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Seattle, State of Washington, the day and year first above written.



Notary Public in and for County of King, State of Washington
My Commission expires December 9, 2013

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

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 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, bond, 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.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the 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.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 7th day of May 2014



David M. Carey Assistant Secretary